

**Request for Proposal (RFP)  
For  
Supply, Printing & Personalization of EMV Chip Based  
Debit/Prepaid Cards & National Common Mobility  
Cards (NCMC) Enabled Contactless Debit Card.  
(E-Tendering)**



UCO BANK  
Head Office-2  
Department of Information Technology  
7<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1  
Salt Lake, Kolkata-700 064

**RFP REF NO: DIT/BPR & BTB/OA/0293/2020-21 Date: 29/05/2020**

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 and without any cost or compensation therefor.

This document is prepared by UCO Bank for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card. It should not be reused or copied or used either partially or fully in any form.

### **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 service provider'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

<b>Tender Reference</b>	<b>DIT/BPR&amp;BTD/OA/0293/2020-21 dated 29/05/2020</b>
<b>Cost of Tender Document</b>	<b>Rs.35,000/- (Rupees Thirty Five Thousand Only)</b>
<b>Date of issue of RFP</b>	<b>29/05/2020</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.35,00,000/- (Rupees Thirty Five Lakh Only)</b>
<b>Date of commencement of sale of tender document</b>	<b>29/05/2020</b>
<b>Pre-Bid queries submission Date</b>	<b>On or before 04/06/2020 up to 04:00 PM</b>
<b>Pre bid Meeting and Venue</b>	<b>05/06/2020 at 11:30 AM at below mentioned address: UCO BANK, Head Office-2 Department of Information Technology, 5<sup>th</sup> Floor, "Conference Room", 3 &amp; 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>25/06/2020 at 04:00 PM</b>
<b>Opening of Technical Bids</b>	<b>25/06/2020 at 04:30 PM</b>
<b>Opening of Commercial Bid</b>	<b>Will be informed subsequently to eligible &amp; technically qualified bidders.</b>
<b>Website for Online RFP</b>	<b><a href="https://www.ucobank.com">https://www.ucobank.com</a> &amp; <a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a></b>
<b>Address of Communication</b>	<b>Chief Manager, UCO Bank, Head Office-2 Department of Information Technology 7<sup>th</sup> Floor, 3 &amp; 4 DD Block, Sector -1 Salt Lake, Kolkata-700 064</b>
<b>Address for support for Online RFP/Process of submission of tender documents</b>	<p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website <b><a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a></b></p> <p>Following activities will be conducted online through above website:</p> <ul style="list-style-type: none"><li>a) Submission of Eligibility/Technical Bid &amp; Commercial Bid by the Vendor</li><li>b) Clarification, if any, sought by the Bank</li><li>c) Opening of Eligibility/Technical Bid by the Bank</li><li>d) On-line evaluation by the Bank.</li></ul>

e) Opening of Commercial Bid by the Bank & On-line evaluation.

Representatives of Vendors will be given training for e- Tendering by the Service Provider, M/s Antares Systems Ltd.

\* Bidders who wish to participate in online tenders will have to register with the website (<https://www.tenderwizard.com/UCOBANK> ) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

\* Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd:

a) Support to the Bidders for participating in the bids through e-tendering Website.

b) Call center support/ email/ phone/mobile etc. in all possible medium.

c) Registration with the e-tendering website.

d) User Manual / Training Kit to the Bidder.

e) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.

f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same.

Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

Antares Systems Ltd.

Registered Office at: #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079.

Ph: - 080-49352000 / 40482000

	<p>Fax: - 080-49352034</p> <p>Help Desk:</p> <p>Contact Person: Mr. Kushal Bose/ Mr. Tousik Ghosh</p> <p>Mobile no. 07686913157 / 09674758724</p> <p>(On working days-0900 hours–1800 hours) e-mail:</p> <p><b>kushal.b@antaressystems.com</b></p> <p><b>tousik.g@antaressystems.com</b></p> <p>g) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.</p> <p>h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents</p> <p>After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid</p>
<b>Email address</b>	<p><a href="mailto:hodit.proc@ucobank.co.in">hodit.proc@ucobank.co.in</a></p> <p><a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a></p> <p><a href="mailto:tousik.g@antaressystems.com">tousik.g@antaressystems.com</a></p>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel : 033-44559433/9770</b>
<p><b>Note:</b> UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers</p>	



## **PART-I**

### **1. Introductions**

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 called "The Bank", is one of the leading public sector Banks in India having more than 3000+ branches and 2300+ ATMs (including Biometric enabled ATMs). 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. Overview Of Tendering Process**

UCO Bank is currently issuing several variants of VISA & RuPay contact based debit cards to the customers. In recent days, contactless payment has been launched in the country and is going to be the future of payment industry in India. The contactless payments are simply the payment transactions that require no physical connection between the consumer payment and the physical POS terminal. Hence, with growing popularity of contactless cards, especially in areas of low value payments, Bank requires to introduce contactless debit cards to attract more customers and motivate them to switch from cash to electronic payments for low value payments.

In the above backdrop, UCO Bank intends to select vendor for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & NCMC Enabled Contactless Debit Card as per approved Design & Specification of the Bank.

The prospective bidders are required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this RFP documents.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for technical evaluation; the qualified bidders will be notified separately. Commercial Bid of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank, the date of which will be notified separately.

The Bids should be addressed to:

**Deputy General Manager (DIT, BPR & BTD)**  
**UCO Bank, Head Office-2**  
**Department of Information Technology,**  
**5<sup>th</sup> Floor, 3 & 4 DD Block, Sector -1,**  
**Salt Lake, Kolkata - 700 064**

UCO Bank is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid

### **3. Eligibility Criteria**

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

Sl. No.	Clause	Documents required
1.	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date. Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date can also participate in bidding process.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2.	The Bidder should have minimum annual turnover of <b>Rs. 10 Crores</b> per year during the last three financial years (2016-17, 2017-18 & 2018-19). This must be the individual Company's turnover and not that of any group of Companies. Not inclusive of the turnover of associate companies.	Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.
3.	Bidder must have registered net profit i.e. Profit after tax for the Financial years 2016-17, 2017-18 & 2018-19.	
4.	The bidder submitting the offer should have at least two years of experience in Supply, Personalization – Printing, Embossing of EMV Chip based Cards & NCMC cards. <b>OR</b> The bidder should have supplied minimum <b>25 Lakhs</b> EMV Chip Cards & <b>10 Lakh</b> NCMC cards with Personalization to any Scheduled Commercial Bank(s) or Financial Institutions in India during the last two Years. The bidder should have its own personalization capacity of minimum <b>4 Lakhs</b> EMV Cards per month.	Valid Documents supporting their eligibility criteria viz. Copies of Purchase Orders/Reference Letters from Banks/Financial Institutions in the last two years including Names of Clients with complete Contact details. Other relevant documents supporting the eligibility.
5.	Bidder should have NPCI, VISA, Master Certifications for Supply Personalization Printing Embossing of	Necessary certificate to be submitted by the bidder.

	EMV/Chip Cards and NPCI certification for National Common Mobility Cards (NCMC)	
6.	Bidder should have PCI DSS certification / PCI CP compliance for Supply, Personalization – Printing, Embossing of EMV Chip Cards and NPCI Certification for National Common Mobility Cards (NCMC). However, the cards need to be as per standards and compatible with transaction standards	Documentary evidence to be submitted by the bidder.
7.	Bidder should have the following ISO or other security certification: ISO 9001 & ISO 27001	Documentary evidence to be submitted by the bidder.
8.	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on Company letter head should be submitted.
9.	The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the bidder's company to that effect should be submitted.

**Note:-**

In this tender process either authorized representative / distributor / dealer in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product.

The service provider must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO BANK reserves the right to seek clarifications on the

already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the service provider.

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. UCO BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

## **PART-II**

### **INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

#### **1. Invitation for Bids**

This Request for Proposal (RFP) is to invite proposals **online** from eligible bidders desirous of taking up the project for RFP for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & NCMC Enabled Contactless Debit Cards as per specifications of the Bank Perspective. Tenderers fulfilling the specified requirements may submit their Bids through Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website <https://www.tenderwizard.com/UCOBANK>. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

The selected bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.

The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion

#### **2. Due Diligence**

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

#### **3. Tender Document and Fee**

A complete set of tender document can be obtained from the below mentioned address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 35,000/-** (Rupees Thirty-Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata.

The tender document may also downloaded from the bank's official website [www.ucobank.com](http://www.ucobank.com) & <https://www.tenderwizard.com/UCOBANK>. The bidder

downloading the tender document from the website is required to submit a non-refundable fee of Rs. 35,000/- (Rupees Thirty-Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

**The Bank details are as below:**

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-18700210000755 Account Name- M/s H O DIT Branch- DD Block, Salt Lake branch IFSC- UCBA0001870 MICR-700028138	UCO Bank Head office, Department of Information Technology 7 <sup>th</sup> floor ,3&4 DD Block, Salt lake City, Sector-1, Kolkata – 700064 Ph- 033- 4455 9775/9770

**4. Earnest Money Deposit**

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of Bank Guarantee having validity period for 180 days from the date of opening of Technical Bid in the format given in **Annexure III**. The EMD amount is Rs **35,00,000/- (Rupees Thirty-Five Lakh Only)** issued by any scheduled commercial bank operating in India.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD will not bear any interest and EMD made by the bidder will be impounded if:

- 4.1 The bidder withdraws its bid during the period of bid validity( 180 days from the date of opening of bid).
- 4.2 If the bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and /or misleading at any time prior to signing of contract and /or conceals or suppresses material information; and/or .

- 4.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 4.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 4.5 In case the successful bidder fails in the following:
- 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 either at the time of or before the execution of Service Level Agreement (SLA)

## **5. Rejection Of The Bid**

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- h. Non-submission of Pre Contract Integrity Pact as per format given in Annexure – XVI.

## **6. Pre-Bid Meeting**

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to [hodit.proc@ucobank.co.in](mailto:hodit.proc@ucobank.co.in). It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the



prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

## **7. Modification And Withdrawal Of Bids**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bidder and impounded by the Bank

## **8. Information Provided**

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

## **9. Clarification of Offer**

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.

## **10. Late Bids**

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

## **11. Issue Of Corrigendum**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **12. For Respondent Only**

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

## **13. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

## **14. Selection Process**

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**.

Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder(s).

## **15. MSME**

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for NSIC registered MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD & Tender Fee / Cost exemption, MSME registered firms should necessarily enclose a valid copy of registration certificate/relevant certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will

not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).

- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

#### **16. Costs Borne By Respondents**

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

#### **17. No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

#### **18. Cancellation Of Tender Process**

- a. 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 bidder.
- b. The vendor shall indemnify UCO Bank and keep indemnified against any loss or damage that UCO Bank may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

#### **19. Corrupt And Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an 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 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.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **20. Non-Transferrable 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.

## **21. Address Of Communication**

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

## **22. Period Of Bid Validity**

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.

### **23. No Commitment To Accept Lowest Or Any Bid**

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

### **24. Other Terms And Conditions**

- a. Cost of preparation and submission of bid document:** 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.
- b.** The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c.** The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- e.** The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f.** 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.

## **25. Errors And Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

## **26. Acceptance Of Terms**

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

## **27. RFP Response**

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

## **28. RFP Response Validity Period**

RFPs response will remain valid and open for evaluation according to their terms for a period of at least **6 months** from the time the RFP response submission process closes.

## **29. Notification**

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

### **30. 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 initialled / authenticated by the person/(s) signing the Bid.

### **31. 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.

### **32. Language Of Bids**

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.

### **33. Authorized Signatory**

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 person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

### **34. Submission Of Offer – Two Bid System**

UCO Bank will follow Two Bid System i.e. Separate Eligibility Bid – containing Eligibility Information, Tender Fee details, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Pre Contract Integrity Pact (as per Annexure - XVI), Technical Bid – containing Technical Information **and** Commercial Bid – containing Price Information. Bidder need to upload documents online using valid Class III/II digital signature of authorized officer. Technical bid of only those bidders will be evaluated who will

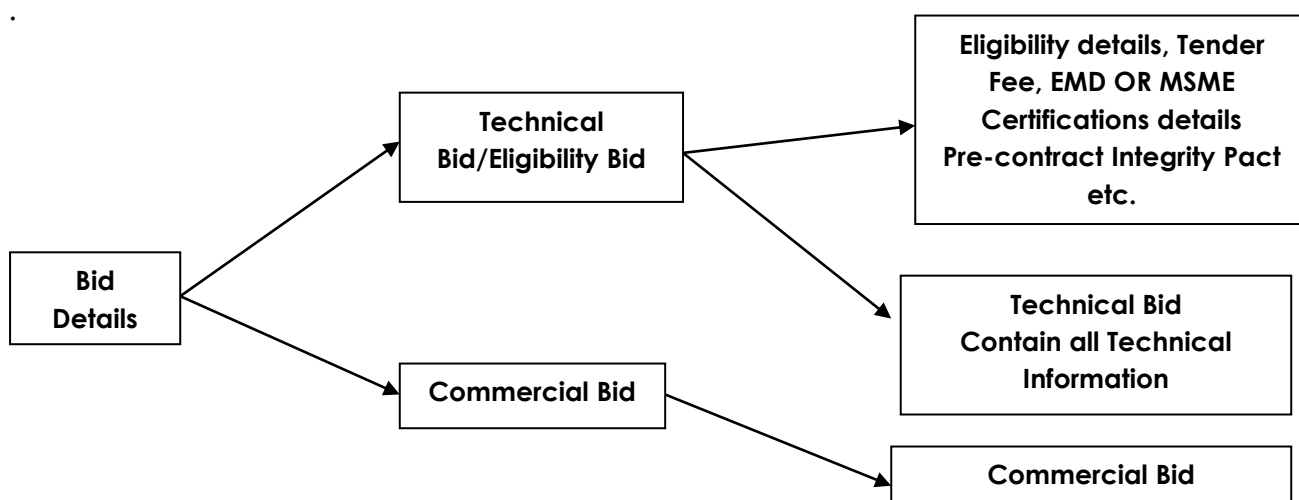
be fulfilling the eligibility criteria as mentioned in RFP. The documents supporting the eligibility criteria will form part of the technical bid.

Eligibility evaluation would be completed first followed by Technical & Functional evaluation. Thereafter, Price Information (Commercial Bid) of the eligible & technically qualified bidders will be opened and Lowest Bidder (L1) will be selected based on the Total Amount quoted in the commercial bid.

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the details of Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre Contract Integrity Pact on a non-judicial stamp paper of requisite value (**as per Annexure – XVI**). Tender Offer forwarding letter prescribed in **Annexure – I** should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures**.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be signed digitally by the authorized signatory of the participating bidder using a valid Class II/III Digital Signature Certificate and to be submitted online to the Bank with all other documents as part of the Eligibility bid.

The documents in the order mentioned in the below diagram



The Commercial Offer should contain all relevant price information as per Annexure – XXIII.



All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank's Name.

**Note:**

- i. If the outer cover / envelop are not sealed & super-scribed as required, the Bank will assume no responsibility for bid documents misplacement or premature opening.
- ii. The commercial offer should contain all relevant price information.
- iii. All pages and documents in individual bids should be numbered as page no. (Current Page. No) of page. no - (Total Page No) and should contain tender reference no. and Bank's Name.
- iv. The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- v. If any inner cover / envelop of a bid is found to contain Eligibility/ Technical & Commercial Bids together then that bid will be rejected summarily.
- vi. If any outer envelope is found to contain only the eligibility bid or technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- vii. 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.
- viii. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- ix. The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
- x. Canvassing of any kind will be a disqualification and the Bank may decide to cancel the bidder from its empanelment.

## **PART-III**

### **Bid Opening & Evaluation Criteria**

#### **1. Stages Of Evaluation**

There would be Three (3) stages for evaluation process.

The Stages are:

- **Eligibility Criteria Evaluation**
- **Technical Evaluation**
- **Commercial Evaluation**

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in clause 3, Part-I, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The Bank will open the eligibility/technical bids online at the time and date mentioned in the Bid control sheet. Bidders should necessarily login to the online bidding portal using valid Digital Signature Certificate at the time of bid opening.

**The bidder with the lowest commercial quote will be declared L1.**

#### **2. Evaluation Methodology**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

#### **3. Eligibility Evaluation**

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in the RFP, will be shortlisted for the Technical bid evaluation.

#### **4. Technical & Functional Evaluation**

- a. First, Technical bid documents will be examined from the Eligibility Criteria angle. Bidders, who fulfil the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned in the RFP, their bids only

will be taken up for further evaluation/selection process rejecting the remaining bids.

- b.** The Bank will evaluate the technical responses of the bidders who would found to be eligible as per the eligibility criteria mentioned in the RFP.
- 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 period indicated in the letter / fax / e-mail seeking clarification / explanation.
- d.** Functional/Technical bid evaluation methodology that UCO Bank would adopt is given below:
  - The requirements are given in Annexure – XIX.
  - UCO BANK may, at its discretion, waive off 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.
  - The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Annexure –XIX.
  - The Responses should be as per the table below.

Y	Yes, Available
N	No, Not Available

- If any bidder provides response other than mentioned above the same will be treated as Not Available i.e. N
- Bidder should comply with all the Technical requirements given in Annexure-XIX. Non-compliance to any of the Technical requirement in Annexure – XIX may attract rejection of the proposal.

## **5. Commercial Evaluation**

The commercial bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a.** The **Bill of Material** must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the Technical bid should not contain any price information (**with Prices masked**). Technical bid without masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.

- b. The L1 bidder will be selected based on the amount quoted for the proposed solution quoted by them as per commercial bid. However, in case of any discrepancy in calculation, unit cost of component and services shall prevail and TCO and will be calculated accordingly.
- c. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- d. In case there is a variation between figure and words, the value mentioned in words will prevail.
- e. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.
- f. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder

#### **6. Normalization of bids:**

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process

## **7. Shortlisting**

The bidder needs to qualify as per eligibility criteria. Only eligible bidders will be qualified for the Technical evaluation process, to be qualified for commercial bid opening. Only those bidders who achieve technical requirements mentioned in scope of work would be short-listed for commercial bid evaluation.

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- i. The optimized TCO identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. The Bank will consider the TCO over a Five-year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- ii. Normalization of bids: The Bank will go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidders to re-submit the technical and commercial bids once again for scrutiny in part or full.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The shortlisted bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

- iii.** The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- iv.** In case there is a variation between numbers and words; the value mentioned in words would be considered.
- v.** The OEM needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.
- vi.** In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

## **PART-IV**

### **SCOPE OF THE WORK**

Bank intend to select vendor(s) for Supply, Printing & Personalization of 50 lakhs Chip Based EMV Debit/Prepaid Card of RuPay/Visa/Master variant & EMV Chip Based Dual Interface NFC enabled Contactless Debit Card equipped with NCMC functionality of RuPay variant as per approved Design & Specification of the Bank and 2 Lakh FASTags, with an option of increment in the quantity by **25%** to meet future requirements

#### **Quantity Projection**

<b>Total Quantity</b>	<b>EMV Contact Debit / Prepaid of RuPay / Visa / Master variant (20%)</b>	<b>EMV Chip Based Dual Interface NFC enabled Contactless Debit Card Equipped with NCMC functionality of RuPay variant (80%)</b>
50 Lakhs	10 Lakhs	40 Lakhs
2 Lakh	<b>NETC FASTag</b>	

The above volume is indicative only, the actual quantity may vary. It should not be treated for any reference.

The selected bidder shall-

1. The selected bidder should be approved by NPCI/VISA/Master Card for manufacturing / personalization of Chip Based EMV Debit/Prepaid Card and for EMV Chip Based Dual Interface NFC enabled Contactless Debit Card equipped with NCMC functionality by NPCI. Required Certificate to be provided.
2. The selected bidder should also be approved by NPCI for manufacturing / personalization of FASTags. Required Certificate to be produced before Bank. Selected bidder should maintain sufficient stocks/inventory of FASTags. The selected bidder may tie-up with NPCI empanelled tag manufacturers only for personalization of the FASTags
3. The selected bidder should assist in obtaining approval of design and product from NPCI/VISA/Master Card.

4. The selected bidder should carry out certification / WPC (White Plastic Certification)/ Certification of FASTag with Bank's switch vendor and Bank, NPCI, VISA, Master Card as and when required without any extra cost to the Bank.
5. The selected bidder needs to facilitate and ensure smooth & secure insertion of keys for physical preparation of cards/ FASTags.
6. Bank may ask the selected bidder to prepare & submit sample open artwork files as and when required. The final artwork approved by the Bank will be property of the Bank.
7. Supply good quality durable EMV Chip based Contact and Contactless (NCCM Enabled) Cards as per design /specifications approved by UCO Bank and NPCI/VISA/Master. Printing, embossing, encoding as per RuPay VISA / Master Card Specifications. The selected vendor will be required to supply Chip based Contact Debit/Prepaid Cards of RuPay/VISA/Master variants & Contactless (NCCM Enabled) Debit Card of RuPay Variant as per the requirement of the Bank during the entire contract period. The selected bidder also has to dispatch the Cards to Branches/Customer's address as per Banks requirement and to share its MIS with Bank.
8. The vendor must ensure the availability of blank Debit / Prepaid cards as per specifications approved by UCO Bank & NPCI / VISA / Master Card.
9. Personalization of EMV Chip Contact & Contactless NCCM enabled cards with provision of embossing/indenting should be there. Embossing should not include any additional cost. In case the Service Provider is a Personalization bureau, it should be compulsorily certified for all three networks i.e. VISA, Master Card and RuPay.
10. The material which will be used for FASTags should be made of Plastic and standard personalization to be followed as per NHAI, NPCI, RBI or GOI (Govt. Of India).
11. Embossing/Flat printing of these cards/ FASTags, for which Card Emboss file would be provided by the Bank in encrypted form.
12. The selected Bidder is required to provide SFTP and/or any other mode of secure communication with digital signature / encryption & decryption for download and upload of customer data / Emboss from Bank's ATM Department to selected Bidder. Bidder should have proper setup for



encryption & decryption at their end using Public/Private key encryption and public key will be shared with bank whenever required.

- 13.** The interface with the Bank should be dedicated to only sending / receiving data related to card/ FASTags for the Bank.
- 14.** For Photo based card, Customer's scanned photo will be sent by the Bank to the selected bidder. The selected bidder should do the printing of coloured photograph whenever required on Debit cards/Pre-paid cards, as per requirement.
- 15.** Personalization of Contact Debit/Prepaid card and Contactless Debit Cards and FASTags should be in bilingual font (English & Hindi), wherever applicable within the quoted cost. The artwork for the same will be provided by the selected bidder which will be finalized by Bank. The selected bidder should have the capability to personalize the cards in Regional Languages as per the 8th Schedule of Indian Constitution to meet Bank's requirement. (Bidder is required to submit an undertaking to this effect along with the Bid).
- 16.** After personalization of cards/ FASTags, the selected bidder must have a mechanism in place to ensure that the Emboss files are duly deleted after 30 days and send a confirmation over email to the bank accordingly. In case of any misuse of Bank's card data, the bidder will be solely responsible.
- 17.** The selected bidder has also to provide stationaries with Personalized Cards as shown in Annexure – XX based on the requirement of the Bank. Payment shall be done to the bidder based on the line items procured by Bank.
- 18.** Rejected cards/ FASTags should be destroyed under camera surveillance and the backup of the CCTV recording should be retained for a period of 3 months. An undertaking in this regard should be submitted by Bidder along with Bid Response. However, whenever Bank requests for CCTV recording for a period of last 3 months then selected bidder should have to provide it to the Bank.
- 19.** Arranging dispatch of cards/ FASTags through Post Office / Couriers directly to the Bank Branches / Customers" Address on daily basis. Postal / Courier Charges to be borne by the Bank.
- 20.** MIS for all the cards/ FASTags produced, dispatch details, postal/courier returns etc. to be sent to the Bank on a daily basis. The selected bidder needs

to keep the data storage of input files, dispatch details, etc. for at least one year.

- 21.** Selected Bidders also to share Card/ FASTags Tracking Details to Bank's branches / ZOs / ATM Cell Head Office through email after dispatching Cards to Branches/Customers. MIS format will be shared with the selected bidder by the Bank.
- 22.** The cards/ FASTags are to be duly prepared, packed along with the required collaterals and dispatched within 48 hours from the date of receipt of required data provided by Bank (The bidder is required to dispatch all cards within 48 hours of receipt of data from the bank).
- 23.** The selected bidder should ensure printing of both primary as well as secondary addresses before dispatching of cards/ FASTags.
- 24.** The selected bidder has to submit the dispatch detail to the concerned Post Office / Courier Agency and mark a copy to HO ATM Cell after dispatching of the consignment, the same will be treated as Proof of Dispatch. Subsequently, the selected bidder has to submit the MIS as per format required by Bank within 2 days after dispatch of cards. For delay in submitting MIS, Bank may charge a penalty of Rs. 500 per day delay per MIS. Additionally selected bidder should also provide web-based Software to Bank for searching of dispatch related data.
- 25.** The bidder has to provide the Commercial Bid (as per the format) provided in Annexure – XXIII.
- 26.** The Bidder has to provide Technical Specification of the Contact cards as per Annexure – XIX and Contactless NCMC Enabled card as per Annexure – XIX.
- 27.** Bank reserves the right to get EMV Chip based Contact Debit/Prepaid Card & Contactless (NCMC Enabled) Debit Card and FASTags with name / without name, with photo / without photo, with / without Collaterals / Stationery items and accordingly payment will be released.
- 28.** Non-personalized cards and FASTags are required to be dispatched to Bank branches/offices in bunch through Bank empanelled courier / India post agency as per the data shared by the Bank in sealed & packed condition in secure packet so as to reach at Branches/offices in safe condition.
- 29.** Personalized cards and FASTags are required to be dispatched to Customers' address directly with/without collaterals as per discretion of Bank through Bank empanelled courier / India post agency as per the data shared by the Bank in sealed & packed condition in secure packet so as to reach to Customer in safe condition.

### **30. Test Checking of Quality of Cards/ FASTags Supplied to Bank**

The Bank will 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.

Specification & physical quality of the FASTags may be verified on time-to-time basis. If any variance found between the specification approved or standard specification and the FASTag supplied, Bank reserves the right to ask for recertification and vendor will be bearing the cost for any re-certification

### **31. Dispatch Instruction**

The EMV Chip Based Debit/Prepaid Cards & NCMC Enabled Contactless Debit Cards and FASTags 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 and FASTags along with details of branches/offices where cards are to be sent by SFTP. The selected bidder shall ensure handing over the duly packed cards and FASTags to the Bank's approved Courier Agency / Indian Postal Services within 48 hours of receipt of data.

**[Note- Procurement of FASTag is an optional item. The Bank may or may not place purchase Order for FASTags from vendors. Decision of the bank in this regard shall be final, conclusive and binding upon the bidder].**

## **PART-V**

### **1. Order Details**

The purchase order will be placed by UCO Bank Head Office-II, BPR & BTD in the name of selected bidder as per requirement. The payment will be made by Head Office, BPR & BTD and the Performance Bank Guarantee for order will be required to be submitted in the same office.

### **2. Schedule Of Implementation**

The EMV Chip Based Debit/Prepaid Cards & NCMC Enabled Contactless Debit Cards and FASTags 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 and FASTags along with details of branches/offices where cards are to be sent by SFTP. The selected bidder 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.

For personalised cards, collaterals should be prepared within seven (07) days from the date of purchase order.

In future, if Bank launches any new variant/product; the artwork design for the same should be prepared within five (5) working days from the date of intimation.

### **3. Acceptance Tests**

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. No additional charges shall be payable by the Bank for carrying out these acceptance tests.

Specification & physical quality of the FASTags may be verified on time-to-time basis. If any variance found between the specification approved or standard specification and the FASTag supplied, Bank reserves the right to ask for recertification and vendor will be bearing the cost for any re-certification

#### **4. Adoption Of Integrity Pact**

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure – XVI for strict compliance.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

## **5. Preliminary Scrutiny**

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

## **6. 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. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution during contract period after the acceptance of the hardware and software. In case of any failure of Hardware or any other components of the solution during the warranty period then the Bidder shall replace such components immediately.

## **7. Independent External Monitor(s)**

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- i. Shri S. R. Raman  
1A-121, Kalpataru Gardens  
Near East-West Flyover  
Kandivali East, Mumbai - 400101  
E-mail:- [raman1952@gmail.com](mailto:raman1952@gmail.com)
- ii. Ms. Vijayalakshmi R Iyer  
Flat No. – 1402, Barberry Towers,  
Nahar Amrit Shakti,  
Chandivali, Powai, Mumbai – 400072  
E-mail:- [vriyer1955@gmail.com](mailto:vriyer1955@gmail.com)
- a) The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for the Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors given in the Pre Contract Integrity Pact to be submitted by the bidder as per Annexure – XVI.

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

## **8. Contract Period**

The period of contract is for **Two year** from the date of issuance of LOI/1<sup>st</sup> Purchase Order or signing of SLA whichever is earlier which may be extended for a further period of **one year** on the satisfactory performance of the Bidder at the sole discretion of the Bank at mutually agreed terms. 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 one months' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

## **9. Performance Bank Guarantee**

The successful bidder shall be required to provide a Bank Guarantee for 10% of the Total Order Value (TCO) issued by any scheduled commercial bank (other than UCO Bank) valid for **27 months (24+3 months claim period)**, indemnifying any loss to the Bank, as per the format of Annexure – IV. The bank guarantee shall be provided to the bank either before or at the time of execution of the Service Level Agreement (SLA) or within 15 days of issue of LOI/Purchase Order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor 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 Prime Vendor is not able to fulfill 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.

## **10. Taxes**

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b.** The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c.** Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.



- d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.
- e. The payments which is/are **inclusive of GST and other taxes, fees etc.** as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

## **11. Confidentiality And Secrecy**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

- The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level 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 BANK;
- To only make copies as specifically authorized by the prior written consent of 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.
- The selected service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

The successful Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Master Contract.

## **12. Award Of Contract**

### **For EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card:**

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) and third lowest bidder (L3) will be given a chance to match the price with L1 and if L2 and L3 agree, the three vendors selected will be awarded the contract and the orders will be distributed between them in the ratio of **50:30:20** 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 only two bidders participate, the second lowest bidder (L2) will be given a chance to match the price with the lowest bidder (L1) and after the contract has

been awarded to the bidders, the order will be distributed in the ratio of **60:40**. In case, L2 bidder does not agree 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 bidder 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.

### **For FASTag**

For FASTag separate L1 bidder will be declared as per price quoted in Table-III of Annexure-XXIII. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder for this category. The Bank at its sole discretion may or may not place purchase order for FASTags to vendor. Decision of the Bank in this regard shall be final, conclusive and binding upon the bidder.

### **13. Price Validity**

The selected bidder will be required to keep the bid price valid for a period of 02 year (24 months). There shall be no increase in price for any reason whatsoever during the period of 24 months during the price validity period of 24 months.

### **14. Payment Terms**

- a) Payment for the Services will be made on monthly basis in arrears after receipt of the bill from the selected bidder subject to the verification of the service level reports with all necessary documents.
- b) Payment shall be made by the Bank at the all-inclusive price per card / Collaterals, multiplied by number of cards delivered to branches / offices of the Bank.
- c) Price shall be fixed for the entire contract period and there will be no escalation due to fluctuation in taxes, foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors like downward movement of foreign exchange rates etc. would be passed on to the Bank suo-motto.

### **15. Paying Authority**

The payment will be made by UCO Bank, Head Office-2, BPR & BTD. However, all the payments shall be subject to the performance to the satisfaction of the Bank for this purpose.

However, Payment of the Bills would be released, on receipt of advice /confirmation for satisfactory delivery report etc. after deducting all penalties.

## **16. Price**

- a) Prices payable to the bidder as quoted by the bidder in the price bid shall be fixed and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- b) Prices quoted by the bidder in the price bid shall be valid during the entire contract period.
- c) The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. GST, sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period

## **17. Cancellation Of Order & Realization Of Penalty/Compensation**

The bank reserves the right to cancel the order placed on the selected bidder and realize penalty/compensation on the following circumstances:

- (i) The bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- (ii) Serious discrepancy in the quality of service expected during the implementation or contract period.
- (iii) The bidder goes into liquidation voluntarily or otherwise.
- (iv) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- (v) The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- (vi) If deductions on account of liquidated damages exceed more than 10% of the total order price.
- (vii) In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder.
- (viii) If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 10 days' notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. Further Bank shall not be liable to pay any cost / charges incurred by the bidder due to cancellation of order. This clause is applicable, if for any reason, the order is cancelled.
- (ix) UCO Bank reserves the right to recover any dues payable by the bidder

from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.

**(x)** Non-compliance of the scope of the job.

**(xi)** On the events of data piracy / privacy / system failures / security failures.

## **18. Compliance With Laws**

The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.

The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.

If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the bidder, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one-month notice in writing.

Any regulatory changes which are necessitated in the services offered due to changes in the law or provisions or directions introduced / issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, TRAI, NPCI, UIDAI other regulatory authorities or due to industry level changes including cassette swap system to be promptly provided by the selected bidder to the Bank during the contracted period at no extra cost to the bank.

If at any time during the term of this Agreement, if UCO Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the UCO Bank and the service provider, which proves to be unsatisfactory to the UCO Bank, then the UCO Bank shall be entitled to terminate this Agreement by giving not less than one month notice in writing.

## **19. Penalty**

If the bidder supplies debit cards with different design and / any variation from Bank's approved specification, payment will not be done for the erroneous cards.

Further to this, Bank shall be imposing penalty of an amount equivalent to loss occurred for cost borne by the Bank due to such fault by the selected bidder.

An additional penalty of Rs.500/- per card will be charged if the card is not delivered safely to the intended customer / is delivered to a wrong customer / contents of card is missing / card is tampered. The selected bidder has to submit the MIS as per format required by Bank within 2 days of dispatch of cards. For per day delay in submitting MIS, Bank shall charge a penalty of Rs.500.

## **20. Liquidated Damages**

**For Delay in Dispatch of Card:** If the selected bidder does not deliver the cards as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by Bank, Bank may impose a liquidated damage at **0.2%** of the undelivered portion of the order value per day will be charged for every day's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order, without prejudice to any other right or remedy available under the Purchase Order. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee. Dispatch details shall be shared by the selected bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

**For Delay in artwork preparation:** If the selected bidder does not prepare & submit artwork to Bank within five days from the date of intimation, Bank may impose a liquidated damage at **Rs 500/-** for every day's delay subject to a maximum of 10% of the value of the purchase order for which design is required.

**For Delay in collateral preparation:** If the selected bidder does not prepare collateral within seven days from the date of PO, Bank may impose a liquidated damage at **Rs 500/-** for every day's delay subject to a maximum of 10% of the value of the purchase order.

In the case of delay in compliance with the order beyond 10 days of the stipulated period, Bank will have the right to cancel the order.

## **21. 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, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

The bidder/sub-contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination of contract 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.

If a Force Majeure situation arises, the bidder/sub-contractor shall promptly notify UCO Bank in writing of such conditions and the cause thereof within 15 (fifteen) calendar days.

Unless otherwise directed by UCO Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.

If the duration of delay continues beyond a period of one month, UCO Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding the above, decision of UCO Bank shall be final and binding upon the bidder.

## **22. Completeness Of The Project**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

## **23. Indemnity**

Selected bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor,
- use of the deliverables and or services provided by the Vendor,

- iv.** Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- i.** the Bank notify the vendor in writing immediately on becoming aware of such claim,
- ii.** the Vendor has sole control of defence and all related settlement negotiations,
- iii.** the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- iv.** The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.

Further,

- I.** Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.



- II. Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited
- III. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.
- IV. Under no circumstances bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if UCO Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- V. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

- i. Any loss of profits, revenue, contracts, or anticipated savings or
- ii. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

## **24. Publicity**

Any publicity by the selected 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.

## **25. Privacy And Security Safeguards**

The selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed,

or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

## **26. Guarantees**

Selected bidder should guarantee for supply of all the services as deemed suitable for the delivery and management for the RFP.

## **27. Resolution Of Disputes**

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:

- a. 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.
- b. The matter will be referred for negotiation between General Manager (IT Department) of UCO BANK and the Authorized Official of the selected bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 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 30 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 or arising out of the Contract/Service Level 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, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement.

## **28. Exit Option And Contract Re-Negotiation**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- a) Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- b) Delay in offering;
- c) Delay in commissioning project beyond the specified period;
- d) Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- e) Serious discrepancy in project noticed during the testing;
- f) Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- g) Serious discrepancy in completion of project.
- h) Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected

Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Selected Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Selected Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

## **29. Termination**

UCO BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) 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 by giving one month's notice 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 the contract is cancelled for any reason, whatsoever.
- i) 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

### **30. Termination For Convenience**

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience after a notice period of 60 days. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

### **31. Termination For Insolvency**

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event,

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

### **32. Termination For Default**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.

### **33. Consequences Of Termination**

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 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.

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 bidder 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.

Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.

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

### **34. 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:

- i. 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.
- ii. The matter will be referred for negotiation between Deputy General Manager of The Bank 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.

### **35. Signing Of Contract**

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

### **36. Technical Inspection And Performance Evaluation**

UCO Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible bidders to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Bidders will have to make such presentation at their own cost.

### **37. Compliance With Applicable Laws Of India**

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).



This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities. The selected bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **38. Applicable Law & Jurisdiction Of Court**

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

### **39. Order Cancellation**

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

- a. Non-compliance of the scope of the job.

- b. Delay in commissioning / implementation / testing beyond the specified period
- c. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process
- d. Breach of any of the terms and conditions of the Purchase Order by the selected bidder
- e. If the selected bidder goes into liquidation voluntarily or otherwise
- f. The selected bidder commits a breach of any of the terms and conditions of the bid.
- g. The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.
- h. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- i. In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- j. Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.
- k. 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 any bidder of its choice by giving one month's notice for the same to the Bidder. In this event, the selected bidder shall be bound to make good 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.
- l. 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.
- m. In addition to the cancellation of purchase order, UCO Bank also reserves the right to forfeit / invoke the Performance Guarantee / Security submitted to UCO Bank by the Bidder as well as blacklisting the Bidder.

#### **40. Fidelity & Secrecy**

The bidder and its employees/personnel will strictly and individually undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the customers details/ phone numbers and all information whatsoever concerning or relating to the Bank/concerned branch and its affairs to which the said employees/personnel will have access in the course of performance of the contract.

#### **41. Authorise Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO 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 UCO 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 UCO BANK.

#### **42. Limitation Of Liability**

The liability of the bidder arising out of any penalty and / or damages (on account of non-performance or inadequate performance or deficiency of services or breach of contract), which are resulting from any actions and / or deficient services of the bidder or its employees or agents or the Service Provider shall be up to an amount equivalent to 10% of the order value. However this limitation shall not be applicable for the damages/claims/costs/losses arising out of any infringement by the bidder. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

#### **43. Non-disclosure**

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

- b.** That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c.** That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d.** That the bidder will strictly maintain the secrecy of Bank's data.

#### **44. Issue of Corrigendum**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.



**Tender Offer Forwarding Letter**

**RFP Reference No.: DIT/BPR & BTB/OA/0293/2020-21, dated: 29/05/2020**

**To,**

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

Dear Sir,

**Sub: RFP for “Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card”.**

With reference to the above RFP, having examined and understood the instructions including all annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card mentioned in the RFP document forming Eligibility / Technical as well as Commercial Bids being parts of the above-referred Bid.

In the event of acceptance of our Eligibility / Technical as well as Commercial Bids by the Bank, we undertake to commence Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card as per terms and condition of your purchase orders.

In the event of our selection by the Bank for undertaking Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of **27 Months (24 months + 3 months of claim period)** effective from the month of execution of service level agreement in favour of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of eligibility / technical bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time 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.

The details are enclosed as follows:

1. BG No. \_\_\_\_ dated \_\_\_\_ as EMD for Rs.35,00,000/- (Rupees Thirty-Five Lakhs only).
2. DD No. \_\_\_\_ dated \_\_\_\_ for Rs.35,000/- (Rupees Thirty-Five Thousand only) as cost of RFP document.

BG issued by ----- Bank -----branch.

Dated this \_\_\_\_ day of \_\_\_\_ 2020

Signature: \_\_\_\_\_

(In the Capacity of) \_\_\_\_\_

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

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

1. Name of bidder:
2. Location  
Regd. Office:  
Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker/s:
7. Name and details (designation, e-mail and Phone no.) of Authorized Signatory:

**B. Financial Position of Bidder for the last three financial years**

	2016-17	2017-18	2018-19
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

**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 banks in India specifying the number of Banks and branches
  - In PSU banks
  - In non-PSU banks

**Details of Experience in implementation of similar services**

Sl. No	Name of Organisation	Description of Work	Period during which implemented	
			From	To



N.B.: Enclosed copies of Purchase Orders should be in name of the bidder only as references. Bank reserves the right to verify the authenticity of the reference document enclosed with the bid document. In case found not in order, the bid submitted by the bidder shall be rejected summarily.

**Place:**

**AUTHORISED SIGNATORY**

**Date:**

**Name:**

**Designation:**

**Format of Bank Guarantee (EMD)**

To,

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

Dear Sir,

In response to your invitation to respond to your RFP for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card , M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_(hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the \_\_\_\_\_Bank having our Head office \_\_\_\_\_hereby irrevocably guarantee an amount of ` \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as bid security as required to be submitted by the 'Vendor' 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:

If the Vendor withdraws his proposal during the period of the proposal validity;

Or

If the Vendor, 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 \_\_\_\_\_ 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 vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ` \_\_\_\_\_ (Rupees \_\_\_\_ 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 \_\_\_\_\_ at \_\_\_\_\_.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised official

(NB: 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).

**Format of Performance Bank Guarantee (PBG)**

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 BANKII) 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 fulfilment 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 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:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
- b. This Bank Guarantee shall be valid upto ..... and

c. 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 ..... for ..... [indicate the name of Bank]

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

**Note:**

1. Selected vendor 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.

**Undertaking by the bidder**  
**(To be included in Technical & Commercial Bid Envelope)**

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2020.

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

**Undertaking for non-blacklisting / non-debarment of the bidder**

To,

**The Deputy General Manager (DIT, BPR & BTD),  
UCO Bank, Head Office – II  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.**

Dear Sir(s),

**Sub: RFP for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card (RFP Ref. No. DIT/BPR & BTD/OA/0293/2020-21 Date: 29/05/2020)**

- a) We, M/s \_\_\_\_\_, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

(Deviation to the above if any, the Bidder must provide details of such action(s))

(1)

(2)

**(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)**



**UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank, Head Office – II  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.**

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

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexures, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Place:

**For M/s. ....**

.....

**[Seal and Signature(s) of the Authorised Signatory (s)]**

**Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws**

To,

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank, Head Office – II,  
Department of Information Technology,  
5<sup>th</sup> Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.**

Sir,

**Sub: RFP for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card.**

Further to our proposal dated ..... in response to the Request for Proposal (Bank's tender No..... herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

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

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Undertaking Letter on the vendor's letterhead for GST Law**

To,

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank, Head Office – II,  
Department of Information Technology,  
5th Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.**

Dear Sir,

**Sub: RFP for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid  
Cards & National Common Mobility Cards (NCMC) Enabled Contactless  
Debit Card**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's **RFP Ref. No DIT/BPR & BTB/OA/0293/2020-21 Date: 29/05/2020** hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Undertaking Letter on the Bidder**

To,

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank, Head Office – II,  
Department of Information Technology,  
5th Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.**

Dear Sir,

**Sub: RFP for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid  
Cards & National Common Mobility Cards (NCMC) Enabled Contactless  
Debit Card**

We warrant that everything to be supplied by us shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established standards for materials specification, drawings or samples If any, and shall operate properly. We shall be fully responsible for its efficient operation.

We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment offered against this invitation for Bid.

For.....

Designation:

(Signature and seal of authorized person)

Place:

Date:

**Undertaking for Price Validity & Acceptance of all terms & conditions of RFP**

To

**The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank, Head Office – II,  
Department of Information Technology,  
5th Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.**

Dear Sir,

**Sub: RFP for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card**

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

**Undertaking for No Deviation**

**To  
The Deputy General Manager (DIT, BPR & BTB),  
UCO Bank, Head Office – II,  
Department of Information Technology,  
5th Floor, 3 & 4 DD Block, Sector – 1  
Salt Lake, Kolkata – 700064.**

Dear Sir,

**Sub: RFP for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card**

Further to our proposal dated ....., in response to the Request for Proposal (**RFP Ref. No DIT/BPR & BTB/OA/0293/2020-21 Date: 29/05/2020** hereinafter referred to as “RFP”) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Manufacturer's Authorization Form (MAF)**

To,  
Deputy General Manager (DIT, BPR & BTB)  
UCO Bank, Head Office,  
Department of Information Technology  
5th Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064

Dear Sir,

**Ref: RFP for Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card. RFP Reference No.: DIT/BPR & BTB/OA/0293/2020-21 date 29/05/2020**

We ..... (Name of the developer) who are established and reputable developer/solution provider of ..... having factories/offices at ....., ....., ..... and ..... do hereby authorize M/s ..... (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by UCO Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and ATS as per terms and conditions of the RFP No **DIT/BPR & BTB/OA/0293/2020-21 dated: 29/05/2020** and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP, in respect of such equipments and services.

Yours Faithfully  
Authorised Signatory  
Name:  
Designation:  
Phone No.  
Fax  
E\_mail

**Annexure – XIV**

**Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net worth etc.)**

	<b>2016-17 (Audited)</b>	<b>2017-18 (Audited)</b>	<b>2018-19 (Audited)</b>
Net Worth			
Turnover			
Gross Profit			
Net Profit (Profit After Tax)			
<b>Summary of Financial Position and working results</b>			
Growth in Operations (%)			
Growth in profitability (%)			



**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

**To be e-Mailed strictly in (.doc) format only**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought/ Suggestions of the Bidder

**PRE CONTRACT INTEGRITY PACT**

**(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card) hereinafter referred to as Stores and / or Services.

And

M/s\_\_\_\_\_ represented by\_\_\_\_\_ Authorized signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **4. Commitments of the Buyer**

**4.1** The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i)** No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii)** The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii)** The Buyer will exclude from the process all known prejudiced persons.

**4.2** If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

#### **5 Commitments of the Bidder(s) /Seller(s):**

**5.1** The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This

applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

**5.2** The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

**5.3** The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **5.4 Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a

right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

**6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

**6.2** If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## **7. Company Code of Conduct**

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

**8.1** If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any.

Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

- (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

**8.2** If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

**9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

**9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **10. Independent External Monitor(s)**

**10.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

**10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

**10.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.

**10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

**10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

**10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya

Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

**10.7** The word “Monitor” would include both singular and plural.

## **11. Law and Place of Jurisdiction**

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

## **12. Other Legal Actions**

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

## **13. Integrity Pact Duration.**

**13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

**13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

**13.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **14 Other Provisions**

**14.1** Changes and supplements need to be made in writing. Side agreements have not been made.

**14.2** The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

**14.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

**14.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

**15.** This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

**16.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**17.** The Parties here by sign this Integrity Pact.

**BUYER**

**Signature:**

**Authorized Signatory**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**(Name & Address)**

**BIDDER /SELLER**

**Signature:**

**Authorized Signatory**

**Witness:**

**(Name & Address)**



**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is entered into on this ....day of ....., 2020

**BETWEEN**

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No. 10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

**AND**

.....  
..... (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

**WHEREAS** the Vendor/Receiving Party is *inter alia* engaged as services provider to Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card Solution as per the terms and conditions specified in the RFP ref. no **DIT/BPR & BTD/OA/0293/2020-21 dated: 29/05/2020**. The Vendor/Receiving Party would be single point of contact for this project.

**WHEREAS** Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for vendor to Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card.

**WHEREAS** the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and

goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

**NOW THEREFORE** the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

**1. Confidential Information.** "**Confidential Information**" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

**2. Use of Confidential Information.** The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

**3. Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of eighteen (18) months from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with

a need to know and not disclose such proprietary information to any other parties;  
and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

**4. Exclusions.** The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

**5. Return of Confidential Information.** All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

**6. Ownership of Information.** The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

**7. No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

**8. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within.....days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

**9. Arbitration and Equitable Relief.**

**(a) Arbitration.** The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

**(b) Equitable Remedies.** The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and

- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

**(c) Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

**(d) Indemnification:** The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

**10. Term.** This Agreement may be terminated by either Party giving Thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 18 Months from the date of the last disclosure of Confidential Information made under this Agreement or till the period further extended by the Bank.

**11. No Formal Business Obligations.** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

## **12. General Provisions.**

**(a) Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India.

**(b) Severability.** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

**(c) Successors and Assigns.** This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

**(d) Headings.** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

**(e) Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

**(g)** Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s Enstage Software Pvt. Limited

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

**For and on behalf of**

.....

Signature: \_\_\_\_\_

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

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

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

**For and on behalf of**

.....

Signature: \_\_\_\_\_

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

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

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

**Confirmation on Compliance of Eligibility Criteria**

<b>Sl. No.</b>	<b>Clause</b>	<b>Documents required</b>	<b>Compliance Yes/No</b>
<b>1.</b>	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 for the last 3 years as on RFP issuance date. Concerns registered as MSME Entrepreneur & still categorized as MSME as on RFP submission date can also participate in bidding process.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.	
<b>2.</b>	The Bidder should have minimum annual turnover of <b>Rs. 10 Crores</b> per year during the last three financial years (2016-17, 2017-18 & 2018-19). This must be the individual Company's turnover and not that of any group of Companies. Not inclusive of the turnover of associate companies.	Copy of the audited balance sheet of the company for the consecutive last three financial years (2016-17, 2017-18 & 2018-19) should be submitted along with Chartered Accountant Certificate.	
<b>3.</b>	Bidder must have registered net profit i.e. Profit after tax for the Financial years i.e. 2016-17, 2017-18 & 2018-19.		
<b>4.</b>	The bidder submitting the offer should have at least two years of experience in Supply, Personalization – Printing, Embossing of EMV Chip based Cards & NCMC cards. <b>OR</b> The bidder should have supplied minimum <b>25 Lakhs</b>	Valid Documents supporting their eligibility criteria viz. Copies of Purchase Orders/Reference Letters from Banks/Financial Institutions in the last two years including Names of Clients with complete Contact details. Other relevant documents supporting the eligibility.	

	EMV Chip Cards & <b>10 Lakh</b> NCMC cards with Personalization to any Scheduled Commercial Bank(s) or Financial Institutions in India during the last two Years. The bidder should have its own personalization capacity of minimum <b>4 Lakhs</b> EMV Cards per month.		
<b>5.</b>	Bidder should have NPCI, VISA, Master Certifications for Supply Personalization Printing Embossing of EMV/Chip Cards and NPCI certification for National Common Mobility Cards (NCMC)	Necessary certificate to be submitted by the bidder.	
<b>6.</b>	Bidder should have PCI DSS certification / PCI CP compliance for Supply, Personalization – Printing, Embossing of EMV Chip Cards and NPCI Certification for National Common Mobility Cards (NCMC). However, the cards need to be as per standards and compatible with transaction standards	Documentary evidence to be submitted by the bidder.	
<b>7.</b>	Bidder should have the following ISO or other security certification: ISO 9001 & ISO 27001	Documentary evidence to be submitted by the bidder.	
<b>8.</b>	Bidder should not have been black-listed by any bank / institution in India. An undertaking to this effect must be submitted in their letter head.	Self-declaration to this effect on Company letter head should be submitted.	
<b>9.</b>	The bidder should ensure that there are no proceedings / inquiries / investigations have been commenced / pending	Declaration in the letterhead of the bidder's company to that effect should be submitted.	



	against service provider by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.		
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**Technical Specifications**  
**EMV Chip Based Contact Debit & Pre-Paid Cards**

Sl no.	Details	Compliance (Y/N)
1	<b>Card - Physical Specifications</b>	
	Compliant to ISO/IEC 7816 Standards	
	Physical Card ID1 Format	
	Compliant to Banking EMV Standards	
	100% PVC Plastic	
	Contact Plates as per ISO 7816-2 Standards	
2	<b>Contact Chip Specifications</b>	
	Compliant to ISO 7816 Standards	
	Protocol T = 0 & T = 1	
	Java Card standards compliant- 3.0.x or above	
	Global Platform compliant - 2.2.1 or above	
	Enabled with EMV scheme applications	
	RSA capabilities	
	Security module enabled in the chip for applications:- - DES & 3DES - SEED	
	Microprocessor based IC Card with Memory- 16KB EEPROM minimum 8 bit CPU	
	RAM 6 KB or more	
	Secure Hardware Crypto Coprocessor	
	RSA/ECC,3DES/3KDES,AES	
	Common Criteria (EAL): EALS+ (hardware)	
	Memory secure encryption for RAM, ROM and EEPROM	
	Counter Measures against side channel attacks (SPA & DPA)	
	Write Endurance 300000 cycles	
	Data retention > 10 years	
	Unique ID for each chip	
	Operating system should be hard masked on ROM	
	OS should be Java 3.0.x or higher	
	Global platform 2.1.x or higher version	
3	<b>RuPay Cards Specifications</b>	
	Capacity to support EMV compliant RUPAY Cards, when RuPay specifications for chip based cards NPCI	
	<b>Magstripe Cards Specifications</b>	
	Magnetic Stripe: HI CO 2750 Orested	

4	ISO standards for Encoding, location of Track 1, 2 &3	
5	<b>Others</b>	
	M/Chip Advance	
	J/Smart	
	qPBOC D/C	

### **EMV Chip Based Dual Interface NCMC Enabled Contactless Debit Card**

<b>Sl No</b>	<b>Details</b>	<b>Compliance (Y/N)</b>
1.	RuPay Brand mark	
2.	Card Dimensions as per NPCI standard	
3.	EMV chip standards and specifications as per NPCI	
4.	EMV chip placement and payment application as per NPCI	
5.	Integrated Circuit Card (ICC) specifications as per NPCI	
6.	Contactless Indicator as per NPCI	
7.	Placement style specifications - both horizontal and vertical as per NPCI	
8.	VOID/security code pattern as per NPCI	
9.	Hologram specifications as per NPCI	
10.	Card materials as per NPCI	
11.	Character spacing and heights as per NPCI	
12.	Magnetic stripe, encoding as per NPCI	
13.	All NCMC/contactless features such as writing of wallet balance, balance updation specifications and standards as per NPCI	
14.	And, any other specifications as per NPCI standard.	

### **FASTags**

<b>Sl No</b>	<b>Details</b>	<b>Compliance (Y/N)</b>
1	NPCI & FASTag Brand mark	
2	Dimensions as per Govt., RBI, NPCI, NHAI standard	
3	FASTag standards and specifications as per Govt., RBI, NPCI, NHAI	
4	Radio Frequency Identification (RFID) specifications as per NPCI	
5	Placement style specifications - as per NPCI	

6	FASTags materials should be made of Plastic as per NPCI standard	
7	Any other specifications as per Govt., RBI, NPCI, NHAI standard.	

The bidder participating should provide a certificate mentioning that the product that they will deliver must comply with all guidelines & product specifications of NPCI.

**Place:**

**Date:**

**Signature of Bidder:** \_\_\_\_\_

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

**Business Address:** \_\_\_\_\_

**COLLATERALS WITH MINIMUM FOUR COLOURS PRINTING (BILINGUAL)**

**Card Carrier (Printing on one side)**

- Length- 29 cm (A4)
- Width- 21 cm
- Paper GSM- 90 GSM

**Card Pouch**

- Length- 9 cm
- Width- 6 cm
- Paper GSM- 130 GSM (Art Paper Laminated or any other scratch and resistant non-tear Material)

**Envelope**

- Length - 23 cm
- Width- 11.5 cm
- Paper GSM- 90 GSM Coated art paper or Maplitho
- Paper Size- Open Size
- Window- No
- Strip Gumming – Yes
- Laminated – Yes
- Printing - Minimum 6 colours

**User Manual & Terms & Conditions**

- Length- 21 cm
- Width- 8.5 cm
- Pages- 20 including cover printing on both sides
- Paper for text- 60GSM
- Cover Paper-100 GSM Coated

**Declaration by the Bidder**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. DIT/BPR & BTD/OA/0293/2020-21 Date: 29/05/2020 including all annexures, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the said RFP.

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

**Authorized Signatory:**

**Seal**

**Date:**

**Place:**

**Masked Commercial Bid (in INR)****TABLE-I: Cost for Contact based EMV Chip Debit/Prepaid Cards**

SL No	Basic Activities	Price per Card (Exclusive of GST)	GST per Card	Price per Card (inclusive of GST)	Quantity	Total Cost
		A	B	C=A+B		E=C*D
1	Cost of blank EMV Chip plastic card	xx	xx	xx	10,00,000	xx
2	Cost of EMV Chip Card Personalization (Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc. excluding Photo Printing)	xx	xx	xx		xx
3	Cost of Scanning and printing of Photo / Signature on the Card including Personalization Charges	xx	xx	xx		xx
4	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 Annexure – XX	xx	xx	xx		xx
5	Total cost quoted by the bidder (Amount quoted in Figures)	xx	xx	xx		xx
6	Total cost quoted by	xx	xx	xx		xx

	the bidder (Amount quoted in words)					
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**TABLE-II: Cost for EMV Chip Based RuPay NFC enabled Contactless Debit Card equipped with NCMC functionality**

SI No	Basic Activities	Price per Card (exclusive of GST)	GST per Card	Price per Card (inclusive of GST)	Quantity	Total Cost
		A	B	C=A+B		E=C*D
1	Cost of blank plastic NCMC card	xx	xx	xx	40,00,000	xx
2	Cost of NCMC Card Personalization (Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc. excluding Photo Printing) including EMV & NCMC	xx	xx	xx		xx
3	Cost of Scanning and printing of Photo / Signature on the Card including Personalization Charges	xx	xx	xx		xx
4	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 Annexure XX	xx	xx	xx		xx
5	Total cost quoted by the bidder (Amount quoted in Figures)	xx	xx	xx		xx
6	Total cost quoted by the bidder (Amount quoted in word)	xx	xx	xx		xx



**TABLE-III: Cost for FASTag**  
**(Optional Item- Price not to be included in TCO)**

SI No	Basic Activities	Price per FASTag (exclusive of GST)	GST per FASTag	Price per FASTag (inclusive of GST)	Quantity	Total Cost
		A	B	C=A+B		E=C*D
1	Cost of blank FASTag	xxxx	xxxx	xxxx	2,00,000	xxxx
2	Cost of Personalization	xxxx	xxxx	Xxxx		xxxx
3	Cost of supply and printing of Collateral / Stationery (Outer Envelope, FASTag Mailer, T & C Booklet, Usage Guide) all combined per Unit as per specification given in Annexure XX	xxxx	xxxx	Xxxx		Xxxx
4	Total cost quoted by the bidder (Amount quoted in Figures)					Xxxx
5	Total cost quoted by the bidder (Amount quoted in word)					xxxx

**TABLE-IV: Total Cost of Ownership**

SI No	Description	Total Cost
1	Total Cost for 10 lakhs EMV Chip Based Debit/Prepaid Card (Total of Table – I)	xxxx
2	Total Cost for 40 lakhs EMV Chip Based NFC enabled Contactless Debit Card equipped with NCMC functionality (Total of Table – II)	xxxx
Total Cost of ownership of 50 lakhs EMV Chip Based Cards (SI No 1 + SI No 2) Amount quoted in Word		xxxx
Total Cost of ownership of 50 lakhs EMV Chip Based Cards (SI No 1 + SI No 2) Amount quoted in figures		xxxx

**Note:**

- a. L1 bidder would be determined based on the **Total Cost of Ownership (TCO)** quoted by the bidder as per TABLE – IV given above.

- b. GST will be paid at actuals at the time resultant billing.
- c. The prices quoted above are for **TCO (Total Cost of Ownership)** calculation purposes only. Payment would be done on pro-rata basis.
- d. Cost of FASTag is an optional item. It is not to be included in TCO.
- e. The rate arrived shall be valid for the entire contract period.
- f. The requirement of **50 lakhs** EMV Dual Interface Contact & Contactless Debit / Prepaid Cards & **2 Lakh** FASTag is indicative only (i.e. projected quantity). Bank may or may not place order as per indicative quantity. However Bank reserves the right to place an additional order of **25% (Twenty Five 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.
- g. Bank reserves the right to get EMV Chip based Dual Interface Contact & Contactless Debit / Prepaid Cards with name / without name, with / without Collaterals / Stationery items and accordingly payment will be released.
- h. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- i. In case of discrepancy between figures and words, the amount in words shall prevail.

**Place:**

**Signature of Bidder:** \_\_\_\_\_

**Date:**

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

**Business Address:** \_\_\_\_\_

**COMMERCIAL BID FORMAT****TABLE-I: Cost for Contact based EMV Chip Debit/Prepaid Cards**

SL No	Basic Activities	Price per Card (Exclusive of GST)	GST per Card	Price per Card (inclusive of GST)	Quantity	Total Cost
		A	B	C=A+B		E=C*D
1	Cost of blank EMV Chip plastic card				10,00,000	
2	Cost of EMV Chip Card Personalization (Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc. excluding Photo Printing)					
3	Cost of Scanning and printing of Photo / Signature on the Card including Personalization Charges					
4	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 Annexure – XX					
5	Total cost quoted by the bidder (Amount quoted in Figures)					
6	Total cost quoted by the bidder (Amount quoted in words)					

**TABLE-II: Cost for EMV Chip Based RuPay NFC enabled Contactless Debit Card equipped with NCMC functionality**

SI No	Basic Activities	Price per Card (exclusive of GST)	GST per Card	Price per Card (inclusive of GST)	Quantity	Total Cost
		A	B	C=A+B		E=C*D
1	Cost of blank plastic NCMC card				40,00,000	
2	Cost of NCMC Card Personalization (Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc. excluding Photo Printing) including EMV & NCMC					
3	Cost of Scanning and printing of Photo / Signature on the Card including Personalization Charges					
4	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 Annexure XX					
5	Total cost quoted by the bidder (Amount quoted in Figures)					
6	Total cost quoted by the bidder (Amount quoted in word)					

**TABLE-III: Cost for FASTag**  
**(Optional Item- Price not to be included in TCO)**

SI No	Basic Activities	Price per FASTag (exclusive of GST)	GST per FASTag	Price per FASTag (inclusive of GST)	Quantity	Total Cost
		A	B	C=A+B	D	E=C*D
1	Cost of blank FASTag				2,00,000	
2	Cost of Personalization					
3	Cost of supply and printing of Collateral / Stationery (Outer Envelope, FASTag Mailer, T & C Booklet, Usage Guide) all combined per Unit as per specification given in Annexure XX					
4	Total cost quoted by the bidder (Amount quoted in Figures)					
5	Total cost quoted by the bidder (Amount quoted in word)					

**TABLE-IV: Total Cost of Ownership**

SI No	Description	Total Cost
1	Total Cost for 10 lakhs EMV Chip Based Debit/Prepaid Card (Total of Table – I)	
2	Total Cost for 40 lakhs EMV Chip Based NFC enabled Contactless Debit Card equipped with NCMC functionality (Total of Table – II)	
Total Cost of ownership of 50 lakhs EMV Chip Based Cards (SI No 1 + SI No 2) in word		
Total Cost of ownership of 50 lakhs EMV Chip Based Cards (SI No 1 + SI No 2) Amount quoted in figures		

**Note:**

- j. L1 bidder would be determined based on the **Total Cost of Ownership (TCO)** quoted by the bidder as per TABLE – IV given above.
- k. GST will be paid at actuals at the time resultant billing.
- l. The prices quoted above are for **TCO (Total Cost of Ownership)** calculation purposes only. Payment would be done on pro-rata basis.
- m. Cost of FASTag is an optional item. It is not to be included in TCO.
- n. The rate arrived shall be valid for the entire contract period.
- o. The requirement of **50 lakhs** EMV Dual Interface Contact & Contactless Debit / Prepaid Cards & **2 Lakh** FASTag is indicative only (i.e. projected quantity). Bank may or may not place order as per indicative quantity. However Bank reserves the right to place an additional order of **25% (Twenty Five 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.
- p. Bank reserves the right to get EMV Chip based Dual Interface Contact & Contactless Debit / Prepaid Cards with name / without name, with / without Collaterals / Stationery items and accordingly payment will be released.
- q. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- r. In case of discrepancy between figures and words, the amount in words shall prevail.

**Place:**

**Signature of Bidder:** \_\_\_\_\_

**Date:**

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

**Business Address:** \_\_\_\_\_

**PROFORMA FOR DEED OF INDEMNITY**

(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 consultant 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 fulfilment 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 \_\_\_\_\_ for \_\_\_\_\_ [indicate the name of Bank]

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.