



UCO BANK

Department of Information Technology

**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/3815/2018-19 Dated: 31.12.2018**

**Pre-Bid Replies / Clarifications to Queries raised by the Bidder(s) and Amendments**

SI No	Page No / Clause No	Terms & Conditions as per RFP	Queries by the Bidder (s)	Bank's Response
1.	Page no. 12, Clause no. 4 Eligibility Criteria Point no. 13	Bidder should have PCI DSS certification for Supply, Personalization – Printing, Embossing of EMV Chip Cards and NPCI Certification for National Common Mobility Cards (NCMC).	PCI DSS required for transaction purpose. Manufacturer of card does not need it. PCI CP compliance required. We request to change it. Bidder should have PCI CP compliance for Supply, Personalization – Printing, Embossing of EMV Chip Cards and NPCI Certification for National Common Mobility Cards (NCMC)	The subject clause stands modified as under:- "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."
2.	Page no. 13, Clause no. 5 : Scope of Work	The selected bidder should have the capability to personalize the cards in Regional Languages as per the 8 <sup>th</sup> Schedule of Indian Constitution to meet Bank's requirement.	Regional language to confirm which exactly are required	RFP clause is self-explanatory.
3.	Page no. 15, Clause no. 7 : Dispatch Instruction	Liquidated damages will be calculated per week	Already mentioned in RFP:- liquidated damages will be charged at 0.14% of the total value of the Purchase Order for per day's delay. To keep per day basis @ 0.14%	The subject clause stands modified as under:- "The EMV Chip Based Debit/Prepaid Cards & NCMC Enabled Contactless Debit Cards 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

				<p>printing/personalisation of cards 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. Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee. Liquidated damages will be calculated per week basis. Any fraction of week will be considered as full week for the purpose of calculation of Liquidated Damage. Dispatch details shall be shared by the selected bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services."</p>
4.	Page no. 23, Clause no. 26 : Terms of Payment	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.	We request to keep GST should be extra part and not included as upward revision of tax is not mentioned. Tax structure should be separate	Please refer to revised commercial format given below.
5.	Page no. 32, Clause no. 56 : Penalty	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	We request to keep MIS to be shared in 2 days from dispatch of cards and not within 2 days from dispatch of cards i.e. If dispatch on 1 <sup>st</sup> then MIS to be shared by 3 <sup>rd</sup> .	The subject clause stands modified as under:- "The selected bidder has to submit the MIS as per format required by Bank in 2 days from dispatch of cards. For per day

		penalty of Rs.500.		delay in submitting MIS, Bank shall charge a penalty of Rs.500."
6.	Page no. 18, Clause no. 13 : PBG	The selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee, format as per Annexure – X, issued by any scheduled commercial bank equal to 10% of the total order value (TCO) valid for a period of 01 year (12 months) plus a claim period of 03 months, i.e. 15 months from the date of issuance of LOI.	We request here to change scheduled bank instead of scheduled commercial bank. The selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee, format as per Annexure – X, issued by any scheduled bank equal to 10% of the total order value (TCO) valid for a period of 01 year (12 months) plus a claim period of 03 months, i.e. 15 months from the date of issuance of LOI.	The subject clause stands as per RFP.
7.	Page no. 11, Clause no. 4 : Eligibility Criteria Point no. 8	The bidder must have supplied minimum 20 lakhs EMV Chip Cards with personalization to any Scheduled Commercial Bank(s) or Financial Institutions in India during the last two years.	As 80% requirement of Card is Dual Interface Contactless Card, we request Bank to ask additional experience of supply and personalization of minimum 10 lakhs Dual Interface Card during the last two years from date of RFP.	The subject clause stands as per RFP.
8.	Page no. 50, Annexure VIII (TABLE – II: Cost for EMV Chip Based RuPay NFC enabled Contactless Debit Card equipped with NCMC functionality) : Commercial Bid Format	Cost of Scanning and printing of Photo / Signature on the Card including Personalization Charges	Can you mention exact quantity for this Item in Table I & II	Please refer to Revised Commercial format.
9.	Page no. 12, Clause no. 5 : Scope of Work	EMV Contact Debit / Prepaid of RuPay / Visa / Master variant (20%) - 4 lakhs quantity	We request the bank to kindly provide the quantity breakup of RuPay, Visa & Master EMV Card.	Please refer to revised quantity breakup given below in Revised Commercial Format and Quantity Projection table.
10.	Page no. 12, Clause no. 5 : Scope of Work	EMV Chip Based Dual Interface NFC enabled Contactless Debit Card equipped with NCMC functionality of RuPay variant (80%) - 16 Lakhs quantity	Our understanding is that given quantity i.e. 16 Lakhs is only for RuPay DI card variant and not for Visa & Mastercard. Kindly confirm.	Please refer to revised quantity breakup given below in Revised Commercial Format and Quantity Projection table.

11.	Page no. 12, Clause no. 5 : Scope of Work	Shift in volumes between EMV Contact & EMV Contact + Contactless is possible due to changes in various guidelines issued by Regulatory Bodies i.e. Govt./RBI etc. or as per Bank's Policies from time to time or due to any other requirement.	Our understanding bank may shift the volumes only between RuPay EMV Contact & RuPay EMV Contact + Contactless cards. Not between Visa/Master EMV contact & RuPay EMV Contact + Contactless. Kindly confirm.	The subject clause is self-explanatory.
12.	Page no. 14, Clause no. 5 : Scope of Work	The selected bidder should have the capability to personalize the cards in Regional Languages as per the 8 <sup>th</sup> Schedule of Indian Constitution to meet Bank's requirement. (Bidder is required to submit an undertaking to this effect along with the Bid).	In which format bank will provide the Perso data? We request the bank to provide the data of regional language in Unicode format. And data should be minimum of 1000 records in a file to personalize the cards in Regional Languages.	Bank will share format of personalization data and related information with the selected bidder.
13.	Page no. 14, Clause no. 5 : Scope of Work	MIS for all the cards 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. The Selected Bidders also to share Card 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.	Our understanding scope of work related to RTO Management will be taken care by the bank only. Kindly confirm.	The subject clause is self-explanatory.
14.	Page no. 14, Clause no. 5 : Scope of Work	Non-personalized cards 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	Our understanding Non-Personalized Cards need to be sent to the respective branches/offices only kindly confirm. What will be quantity percentage for personalised and non-personalised kit?	The subject clause is self-explanatory.

		so as to reach at Branches/offices in safe condition.		
15.	Page no. 16, Clause no. 8 : Single Point of Contact	The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution at Kolkata during contract period after the acceptance of the hardware and software. In case of any failure of Hard Disk or any other components during the warranty period then the Bidder shall replace such components immediately.	In the card business major communication happens through secure channel like SFTP or Dedicated Lease Line. Secure server and data handling will be done by bidder from its PCIDSS approved facility. So hard disk or server deployment chances are least. We request to remove this part as it may not be relevant to card manufacturing and personalisation services.	The clause stands modified as under:- "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."
16.	Page no. 24, Clause no. 30 : Contract Period	Period of the contract is 01 year from the date of issuance of 1 <sup>st</sup> Purchase Order. The commercials quoted by the bidders should be valid for a period of 01 year (12 months) from the date of issuance of 1 <sup>st</sup> Purchase Order	Whether bank will extend the contract for the period of further 1 year?	The subject clause to be read as under:- Period of the contract is 01 year from the date of issuance of 1 <sup>st</sup> Purchase Order. The commercials quoted by the bidders should be valid for a period of 01 year (12 months) from the date of issuance of 1 <sup>st</sup> Purchase Order. Extension of contract period will be sole discretion of the Bank on existing terms & conditions.
17.	Page no. 54, Annexure – XI (COLLATERALS WITH MINIMUM FOUR COLOURS PRINTING (BILINGUAL))	User Manual & Terms & Conditions	We understand that User Manual & Terms & Conditions is single item. Please confirm. If no, kindly share the specification for both User Manual and Terms & Conditions.	User Manual & Terms & Conditions is single / multiple item consisting of a maximum of 20 pages altogether.
18.	Page no. 54, Annexure – XI (COLLATERALS WITH MINIMUM FOUR	Envelope - Printing - Minimum 6 colours	Whether 6 colour printing includes pantone colour?	6 colour printing does not include pantone colour.

	COLOURS PRINTING (BILINGUAL))			
19.	Page no. 8, Clause no. 3 : Point no. 2.1 (Submission of Offer)	Commercial bid: Commercial bid (Soft copy) Commercial bid (hard copy)	Normally banks calls for commercial bid in hard copy only. Request the bank to clarify whether the bidder has to submit both hard copy and soft copy.	The bidder has to submit both hard copy and soft copy.
20.	Page no. 11, Clause no. 4 : Eligibility Criteria Point no. 7	The bidder should have its own personalization capacity of a minimum of 4 lakhs EMV Cards per month.	We have set up in-house personalization at our one of the Public sector Bank with 3 high end machines having the capacity of 15000 to 18000 cards per day. Can we provide a self-declaration to this effect.	The setup should be PCI DSS certified / PCI CP compliant. As per Eligibility Criteria clause no. 8, the bidder should have supplied minimum 20 lakhs EMV Chip Cards with personalization to any Scheduled Commercial Bank(s) or Financial Institutions in India during the last two years.
21.	Page no. 11, Clause no. 4 : Eligibility Criteria Point no. 8	The bidder must have supplied minimum 20 lakhs EMV Chip Cards with personalization to any Scheduled Commercial Bank(s) or Financial Institutions in India during the last two years. Proof of Documents: The bidder needs to submit the relevant Purchase Orders/ Reference Letter from the Banks or Financial Institutions evidencing they have supplied 10 Lakhs EMV Cards to them in the last two years.	However in the proof documents column it is stated as 10 lakhs. Request your clarification this regard.	The "Proof of Documents to be submitted" column for this point to be read as under:- "The bidder needs to submit the relevant Purchase Orders / Reference Letters from the banks / Financial Institutions evidencing that they have supplied 20 lakhs EMV cards to them in the last 2 years."
22.	Page no. 17, Clause no. 11 : MSME	Exemption from submission of EMD shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation Ltd. (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary	We have registered under Micro, Small & Medium Enterprises (MSME) whereby we are exempted from submission of EMD guarantee and cost of tender documents which has been accepted by some banks. Hence we request you to exempt us from submission of EMD guarantee and cost of tender documents. We will attach the	The subject clause stands modified as under:- "Exemption from submission of EMD and tender cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation (NSIC) under its 'Single Point Registration

		document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD 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).	Udyog Aadhar certificate with our response to the bid.	Scheme'. The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD and tender cost exemption."
23.	Page no. 68, Annexure – XVI (Undertaking Letter on the bidder's letterhead for Central Minimum Wages Act & Labour Laws)	Proof of compliance and labour license needs to be submitted along with the quotation.	As we are a service industry whether we can submit ESIC certificate and PF certificate.	The referred annexure is self-explanatory.
24.		General	Request the Bank to extend the bid submission by 7/10 days.	To finalise once dated of publication of Pre Bid Queries on Bank's website has been finalised.
25.	Page no. 14, Clause no. 4 : Scope of Work	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	What is the bidder/vendor expected to do with the returned consignments? Requesting bank to clarify that Additionally selected bidder should also provide web-based Software to Bank for searching of dispatch related data?	For each card data shared by Bank, Primary & Secondary addresses will be provided for the purpose of dispatching the cards. In case, card is undelivered to Primary address, then it will be sent to the Secondary Address. A web-based solution may be provided to the Bank at no additional cost for searching dispatch related information.

		Software to Bank for searching of dispatch related data.		
26.	Page no. 12, Clause no. 5 : Scope of Work	The selected bidder should carry out certification / WPC with Bank's switch vendor and Bank, NPCI, VISA, Master as and when required without any extra cost to Bank.	What kind of Certificate is this? White plastic certification activity is between the bank and the Scheme networks. Scheme networks would not conduct any tests based on request received from card vendor. The commercial arrangement is again between the bank and the scheme networks. Any costs and charges levied for such testing is to be borne by the bank as per standard industry practice. We request bank to reconsider this clause. We can however facilitate preparation of the white plastics based on test data shared by Bank's appointed switch vendor and dispatch the cards to the scheme networks, under instructions received from bank as and when required.	The subject clause stands as per RFP.
27.	Page no. 14, Clause no. 5 : Scope of Work	Rejected cards should be destroyed under camera surveillance and the Backup of the CCTV recording should be retained for period of 6 months. A 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 6 months then selected bidder have to provide it to the Bank.	CCTV recordings are stored for 3 months as per PCI CPP and NPCI requirements. Also the CCTV recordings cannot be shared with the bank as per the scheme requirements. The bank can audit any time to verify the recordings if required.	The subject clause stands modified as under: "Rejected cards 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."
28.	Page no. 14, Clause no. 5 : Scope of Work	The cards 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).	Request bank to provide per day volume to be expected.	The subject clause stands as per RFP.



29.	Page no. 14, Clause no. 5 : Scope of Work	Non-personalized cards 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.	What is meant as "Secure Packet"?	Non-tearable plastic coated with waterproof packets should be provided as a "secure packet".
30.	Page no. 15, Clause no. 7 : Dispatch Instruction	Notwithstanding Bank's right to cancel the order, liquidated damages will be charged at 0.14% of the total value of the Purchase Order for per day's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee. Liquidated damages will be calculated per week	Maximum capping % needs to be reasonably capped at 5%.	The subject clause stands as per RFP.
31.	Page no. 17, Clause no. 10 Point no. c	In case of the selected bidder, if the bidder fails: <ul style="list-style-type: none"> <li>To sign the contract in the form and manner to the satisfaction of UCO Bank.</li> <li>To furnish performance security in the form and manner to the satisfaction of UCO Bank.</li> </ul>	The word "satisfaction" is very subjective. Needs to be modified with the word "as agreed between parties".	The subject clause stands as per RFP.
32.	Page no. 23, Clause no. 26	Terms of Payment	Within what time payment will be released is not clear. Specific timeframe from invoice submission needs to be there?	On receiving the requisite documents & MIS, payment process will be initiated by the Bank.
33.	Page no. 23, Clause no. 28 : Cancellation of Contract & Realization of Compensation Point no. vi	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	The following needs to be deleted - "at the risk, cost and responsibility of the selected bidder". As selected bidder won't be privy to the arrangement between bank and such third party and further procuring circumstances / criteria may not be same as at the time of bidding.	The subject clause stands as per RFP.

		bidder.		
34.	Page no. 23, Clause no. 28 : Cancellation of Contract & Realization of Compensation Point no. vi	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. This clause is applicable, if for any reason, the order is cancelled	The word "satisfactorily" needs to be replaced with "as per agreed SLA". Further the following needs to be deleted "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. This clause is applicable, if for any reason, the order is cancelled", as selected bidder won't be privy to the arrangement between bank and such third party and further procuring circumstances / criteria may not be same as at the time of bidding.	The subject clause stands to be read as:- 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.
35.	Page no. 23, Clause no. 28 : Cancellation of Contract & Realization of Compensation Point no. x	Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank	The word "to the satisfaction of the bank needs to be replaced with "as per agreed SLA"	The subject clause stands deleted.
36.	Page no. 25, Clause no. 35 : Limitation of Liability	Notwithstanding anything to the contrary contained in the contract, bidder's aggregate liability arising out of or in connection with the contract, whether based on contract or statutory warranty or otherwise, shall be limited to the amount actually paid by the Bank to the bidder in respect of the items supplied / services rendered under the contract, that are subject matter of a claim up to Total Cost of Ownership (TCO).	Liability right now is upto total cost of ownership (TCO) - needs to be reasonably capped may be at 10% of TCO	The subject clause stands as per RFP.
37.	Page no. 27, Clause no. 41 : 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	The changes in terms and conditions of purchase need to be mutually agreed between parties.	The subject clause stands as per RFP.

		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.		
38.	Page no. 27, Clause no. 42 : Signing of Contract	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.	Mentions of "and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work" - this needs to be mutually agreed between parties	The subject clause stands as per RFP.
39.	Page no. 29, Clause no. 47 : Confidentiality		This provision shall mutatis mutandis apply to bank also so far as Bidder information is concerned.	The subject clause stands as per RFP.
40.	Page no. 29, Clause no. 48 : Compliance With Applicable Laws of India		This point needs to be applicable to both parties as Bank shall also ensure that they are in compliance of all laws. Need to add the following "Parties shall comply with all data privacy laws as may be applicable to them". Further the words "staff/personnel/representatives/agents" needs to be deleted from this point. Further the following provision needs to be deleted "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 subject clause stands as per RFP.

41.	Page no. 30, Clause no. 49 : 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.	There needs to be remedy period within which the default needs to be cured / rectified failing which contract may be terminated.	The subject clause stands as per RFP.
42.	Page no. 30, Clause no. 51 : 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. 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.	There needs to be minimum period notice for termination for convenience say 120 or 180 days which needs to be mentioned.	The subject clause stands as per RFP.
43.	Page no. 31, Clause no. 53 : Bidders' representative to be authenticated	A power of attorney from the bidder's authorized official / body must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company/Firm.	Board Resolution shall also be suffice for such authentication.	The subject clause stands modified as under:- "A power of attorney from the bidder's authorized official / body or Board Resolution duly certified by Company Secretary on its letterhead must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company/Firm."
44.	Page no. 31, Clause no. 55 : Taxes	Any claims filed against The Bank, the cost to be borne by the selected bidder.	This needs to be mutually discussed.	The subject clause stands as per RFP.
45.	Page no. 32, 33, Clause no. 56, 57 : Penalty & Liquidated Damages		Please clarify on the penalty / LD % amount	Penalty & Liquidated Damage clauses of the subject RFP are self-explanatory.
46.	Page no. 34 Clause no. 61 : Compliance with Laws	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	The words "satisfactory to the UCO Bank" needs to be replaced with "violation of agreed SLA"	The subject clause stands as per RFP.

		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		
47.	Page no. 44 (Annexure – V : Technical Specifications EMV Chip Based Contact Debit & Pre-Paid Cards Point no. 2)	Security module enabled in the chip for applications - DES & 3DES - SEED	Request bank to clarify on SEED requirement	SEED is a cryptographic algorithm developed by Korea Internet & Security Agency (KISA). Through this specification requirement Bank wants to know whether bidder provides EMV chips cards which supports this algorithm, as an option.
48.	Page no. 44 (Annexure – V : Technical Specifications EMV Chip Based Contact Debit & Pre-Paid Cards Point no. 2)	RSA/ECC, 3DES/3KTDES,AES	Please confirm if AES is mandatory as AES for PIN encipherment implementation for Visa is only effective Oct 31, 2020 and MC has no such requirement in the current scenario.	It is optional. The embedded chip should support any of the same.
49.	Page no. 44 (Annexure – V : Technical Specifications EMV Chip Based Contact Debit & Pre-Paid Cards Point no. 2)	Operating system should be hard masked on ROM	Request clarification on this point.	It means this OS is the hardware specific firmware. It can also be visualized as a sequence of instructions permanently embedded in the ROM of the smart card.
50.	Page no. 44 (Annexure – V : Technical Specifications EMV Chip Based Contact Debit & Pre-Paid Cards Point no. 3)	M/Chip Advance J/Smart QPBOD/C Express PA	Request Clarification on all these points as these are mentioned under Rupay.	Revised Annexure – V: Technical Specifications EMV Chip Based Contact Debit & Pre-Paid Cards is enclosed.
51.	Page no. 65, Annexure – XIII : Pre Contract Integrity	The Service providers (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any	This clause needs to be deleted. There may be circumstances where parties need to approach court. In any case, Laws of the	Please refer to revised format of Pre-Contract Integrity Pact given below.

	Pact (Point no. 16 : Other Provisions)	court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report	land shall prevail.	
52.	Page no. 65, Annexure – XIII : Pre Contract Integrity Pact (Point no. 17)	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	What this "MoD" means - please clarify	Please refer to revised format of Pre-Contract Integrity Pact given below.
53.	Page no. 67 Annexure – XV: Undertaking to abide by all by-laws / rules / regulations	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.	The clause needs to be for all direct proven claims, losses and for the reason solely attributable to bidder / Service Provider and not otherwise. Accordingly this clause needs to be modified as follows : "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 direct proven 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 for the reason solely attributable to the Bidder / Service Provider and not otherwise. Further there needs to be vice versa indemnity from bank to the Bidder / Service Provider, if service provider receives claims or suffers losses.	The subject clause stands as per RFP.
54.	Page no. 69, Annexure – XIII : Non-Disclosure Agreement	name of the Parties	the word "Disclosing Party" in the UCO bank name needs to be deleted and the word "Receiving Party" in the name of Bidder / Service Provider needs to be deleted, to align with point no.3 on page no.70	Please refer to the revised format of Non-Disclosure agreement of the subject RFP.
55.	Page no. 70, Annexure – XIII : Pre		The word "vendor" and "the Bank" in the first 2 line needs to be deleted	The subject clause stands as per RFP.

	Contract Integrity Pact (Point no. 2 - Use of Confidential Information)			
56.	Page no. 70, Annexure – XIII : Pre Contract Integrity Pact (Point no. 3 - Restrictions)		In this clause needs to define the word "Disclosing Party" in same way as done for "Receiving Party". Further the words "(except for personal customer data which shall remain confidential forever)" needs to be modified as follows "(except for personal data including customer data which shall remain confidential forever)"	The subject clause stands as per RFP.
57.	Page no. 72, Annexure – XIII : Pre Contract Integrity Pact (Point no. 9.d – Indemnification)		The word "the Bank" in the 1st line needs to be replaced with the word "Disclosing Party"	The subject clause stands as per RFP.
58.	Page no. 73, Annexure – XIII : Pre Contract Integrity Pact (Point no. 10 – Term)		The words "(except for personal customer data which shall remain confidential forever)" needs to be modified as follows "(except for personal data including customer data which shall remain confidential forever)"	The subject clause stands as per RFP.
59.	General	Stamp Paper	Request bank to provide the Stamp Paper value on which few of the documents need to be printed.	The value of stamp paper should be as per prevailing laws at the time of submission of bid documents.
60.	General	Last Date of Bid submission	Request bank to consider the last date of bid submission to be 2 weeks from the date of publication of Pre-bid clarifications.	Any information in this regard shall be hosted under Tender section of Bank's website.
61.	Page no. 23, Clause no. 26 : Terms of Payment	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.	As followed by other schedule commercial banks, requesting you to consider the payment terms as below: The payment for the base cards and collaterals will be made for the entire quantity on completion of printing & submission of invoice. The payment will be made on monthly basis for card personalization and dispatch.	The subject clause stands as per RFP.
62.	Page no. 11, Clause no. 4 : Eligibility Criteria (Point no. 4)	The bidder submitting the offer should have at least two years of experience in Chip Based Card Supply, Personalization – Printing, Embossing of EMV Chip Cards.	The bidder submitting the offer should have at least two years of experience in Chip Based EMV Card Supply & One year in Personalization – Printing, Embossing/Indenting of EMV Chip Cards.	The subject clause stands as per RFP.

63.	Page no. 11, Clause no. 4 : Eligibility Criteria (Point no. 8)	The bidder must have supplied minimum 20 lakhs EMV Chip Cards with personalization to any Scheduled Commercial Bank(s) or Financial Institutions in India during the last two years.	The bidder must have supplied more than 5 lakhs EMV Chip Cards with personalization to any Scheduled Commercial Bank(s), Commercial Bank, Card Management Agencies/Switch Vendors or Financial Institutions in India during the last two years.	The subject clause stands as per RFP.
64.	Page no. 33, Clause no. 57 : Liquidated Damage	<p>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 shall impose a liquidated damage @ 0.14% of the total value of the Purchase Order for per day's delay(excluding Sundays and National Holiday) subject to a maximum of 10% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order.</p> <p>In the case of delay in compliance with the order beyond 10 days of the stipulated time period, Bank will have the right to cancel the order.</p>		<p>The subject clause stands modified as under:-</p> <p>"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 shall impose a liquidated damage at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order, without prejudice to any other right or remedy available under the Purchase Order. Any fraction of week will be considered as full week for the purpose of calculation of Liquidated Damage.</p> <p>In the case of delay in compliance with the order beyond 10 days of the stipulated time period, Bank will have the right to cancel the order."</p>



### Addenda / Corrigenda

SI No	Clause No. / Pg no.	Existing Clause	New Clause
1	Page no. 15, Clause no. 7 : Dispatch Instruction	<p>The EMV Chip Based Debit/Prepaid Cards &amp; NCMC Enabled Contactless Debit Cards as specified herein should be consigned to various Customers / Branches / Offices of the Bank as per instructions of Bank to be conveyed from time to time. The data in soft copy shall be sent to vendor for printing/personalisation of cards along with details of branches/offices where cards are to be sent by 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. Notwithstanding Bank's right to cancel the order, liquidated damages will be charged at 0.14% of the total value of the Purchase Order for per day's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the selected bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.</p>	<p>The EMV Chip Based Debit/Prepaid Cards &amp; NCMC Enabled Contactless Debit Cards as specified herein should be consigned to various Customers / Branches / Offices of the Bank as per instructions of Bank to be conveyed from time to time. The data in soft copy shall be sent to vendor for printing/personalisation of cards along with details of branches/offices where cards are to be sent by 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. Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee. Liquidated damages will be calculated per week basis. Any fraction of week will be considered as full week for the purpose of calculation of Liquidated Damage. Dispatch details shall be shared by the selected bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.</p>
2	Page no. 16, Clause no. 8 : Single Point of Contact	<p>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 at Kolkata during contract period after the acceptance of the hardware and software. In case of any failure of Hard Disk or any other components during the warranty period then the Bidder shall replace such components immediately.</p>	<p>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.</p>

3	Page no. 11, Clause no. 4 : Eligibility Criteria Point no. 8	<p>The bidder must have supplied minimum 20 lakhs EMV Chip Cards with personalization to any Scheduled Commercial Bank(s) or Financial Institutions in India during the last two years.</p> <p>Proof of Documents: The bidder needs to submit the relevant Purchase Orders/ Reference Letter from the Banks or Financial Institutions evidencing they have supplied 10 Lakhs EMV Cards to them in the last two years.</p>	<p>The bidder must have supplied minimum 20 lakhs EMV Chip Cards with personalization to any Scheduled Commercial Bank(s) or Financial Institutions in India during the last two years.</p> <p>Proof of Documents: The bidder needs to submit the relevant Purchase Orders / Reference Letters from the banks / Financial Institutions evidencing that they have supplied 20 lakhs EMV cards to them in the last 2 years.</p>
4	Page no. 17, Clause no. 11 : MSME	<p>Exemption from submission of EMD shall be given to bidders who are Micro, Small &amp; Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation Ltd. (NSIC) under its "Single Point Registration Scheme". The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD 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).</p>	<p>Exemption from submission of EMD and tender cost shall be given to bidders who are Micro, Small &amp; Medium Enterprises (MSME) and are registered with National Small Scale Industrial Corporation (NSIC) under its 'Single Point Registration Scheme'. The bidder has to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD and tender cost exemption.</p>
5	Page no. 14, Clause no. 5 : Scope of Work	<p>Rejected cards should be destroyed under camera surveillance and the Backup of the CCTV recording should be retained for period of 6 months. A 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 6 months then selected bidder have to provide it to the Bank.</p>	<p>Rejected cards 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.</p>
6	Page no. 33, Clause no. 57 : Liquidated Damage	<p>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 shall impose a liquidated damage @ 0.14% of the total value of the Purchase Order for per day's delay(excluding Sundays and National Holiday) subject to a maximum of 10% of the total value of the Purchase Order, without prejudice to any other right or remedy available under the Purchase Order.</p> <p>In the case of delay in compliance with the order beyond 10</p>	<p>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 shall impose a liquidated damage at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order, without prejudice to any other right or remedy available under the Purchase Order.</p>

		days of the stipulated time period, Bank will have the right to cancel the order.	In the case of delay in compliance with the order beyond 10 days of the stipulated time period, Bank will have the right to cancel the order.
7	Page no. 12, Clause no. 5 : Scope of Work	EMV Contact Debit / Prepaid of RuPay / Visa / Master variant (20%) - 4 lakhs quantity	Please refer to revised quantity breakup given below in Revised Commercial Format and Quantity Projection table.
8	Page no. 12, Clause no. 5 : Scope of Work	EMV Chip Based Dual Interface NFC enabled Contactless Debit Card equipped with NCMC functionality of RuPay variant (80%) - 16 Lakhs quantity	Please refer to revised quantity breakup given below in Revised Commercial Format and Quantity Projection table.
9	Page no. 23, Clause no. 26 : Terms of Payment	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.	Please refer to revised commercial format given below.
10	Page no. 12, Clause no. 4 Eligibility Criteria Point no. 13	Bidder should have PCI DSS certification for Supply, Personalization – Printing, Embossing of EMV Chip Cards and NPCI Certification for National Common Mobility Cards (NCMC).	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.
11	Page no. 15, Clause no. 7 : Dispatch Instruction	Liquidated damages will be charged at 0.14% of the total value of the Purchase Order for per day's delay.	The EMV Chip Based Debit/Prepaid Cards & NCMC Enabled Contactless Debit Cards as specified herein should be consigned to various Customers / Branches / Offices of the Bank as per instructions of Bank to be conveyed from time to time. The data in soft copy shall be sent to vendor for printing/personalisation of cards along with details of branches/offices where cards are to be sent by 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. Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the selected bidder or from the Performance Bank Guarantee. Liquidated damages will be calculated per week basis. Any fraction of week will be considered as full week for the

			purpose of calculation of Liquidated Damage. Dispatch details shall be shared by the selected bidder regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.
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**Note: All other terms & conditions, clauses of the subject RFP remain unchanged. The reply to pre-bid queries / clarifications / corrigendum / addendum & changes in the RFP clause mentioned hereinabove will be part & parcel of the RFP.**

**Place: Kolkata**

**Date: 21.01.2019**

**REVISED QUANTITY PROJECTION TABLE AS GIVEN IN CLAUSE NO. 5 (SCOPE OF WORK) OF RFP**

Bank intends to select vendor for procurement, supply and personalization of 20 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 with an option of increment in the quantity by 25% to meet future requirements.

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

These are projections only and are in no way a commitment from the Bank. Bank does not commit for procurement of any minimum quantity of Chip Based EMV Debit/Prepaid Card of Rupay/Visa/Master variant & EMV Chip Based Dual Interface NFC enabled Contactless Debit Cards. Shift in volumes between EMV Contact & EMV Contact + Contactless is possible due to changes in various guidelines issued by Regulatory Bodies i.e. Govt./RBI etc. or as per Bank's Policies from time to time or due to any other requirement. However, the total quantity of Contact & Contactless Card will be 20 lakhs with an option of increment in the quantity by 25% to meet future requirements.

**Revised Technical Specifications**  
**EMV Chip Based Contact Debit & Pre-Paid Cards**

Sl no.	Details	Compliance(Y/N)
1	Card - Physical Specs	
	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	Contact Chip Specifications	
	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:- oDES & 3DES oSEED	
	Microprocessor based IC Card with Memory- 16KB EEPROM minimum 8 bit CPU	
	RAM 6 KB or more	
	Secure Hardware Crypto Coprocessor	
	RSA/ECC,3DES/3KTDDES,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	
	EMV Authentications methods supported DDA	
	Support for EMV financial applications using chip and pin	
	EMVCo Certified Flash	
3	RuPay	
	Capacity to support EMV compliant RUPAY Cards, when Rupay specifications for chip based cards NPCI	

4	Magstripe Cards	
	Magnetic Stripe: HI CO 2750 Orested	
	ISO standards for Encoding, location of Track 1, 2 &3	
5	Others	
	M/Chip Advance	
	J/Smart	
	qPBOC D/C	

**Place:**

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

**Date:**

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

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

**Revised Masked Commercial Format (in INR)**

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

(Amount in Rs.)

Basic Activities	Price per line item (Exclusive of GST)	Quantity	Total Cost (Exclusive of GST)	GST (% and amount)	Total Cost (Inclusive of GST)
	A	B	C=A x B	D	E=C + D
Cost of blank plastic card	xx	10,00,000	xx	xx	xx
Cost of Card Personalization (Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc. excluding Photo Printing)	xx	10,00,000	xx	xx	xx
Cost of Scanning and printing of Photo / Signature on the Card including Personalization Charges	xx	10,000	xx	xx	xx
Cost of supply and printing of Collateral / Stationery (Outer Envelope, Inner Envelope, Card Mailer, T & C Booklet, Usage Guide) all combined per Unit as per specification given in <b>Annexure – XI</b>	xx	10,00,000	xx	xx	xx
<b>Total cost quoted by the bidder (Amount quoted in Figures)</b>	--		xx	--	
<b>Total cost quoted by the bidder (Amount quoted in words)</b>	--		xx	--	



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

**(Amount in Rs.)**

Basic Activities	Price per line item (exclusive of GST)	Quantity	Total Cost (Exclusive of GST)	GST (% and amount)	Total Cost (Inclusive of GST)
	A	B	C=A x B	D	E=C + D
Cost of blank plastic card	xx	10,00,000	xx	xx	xx
Cost of Card Personalization (Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc. excluding Photo Printing) including EMV & NCMC	xx	10,00,000	xx	xx	xx
Cost of Scanning and printing of Photo / Signature on the Card including Personalization Charges	xx	10,000	xx	xx	xx
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 <b>Annexure – XI</b>	xx	10,00,000	xx	xx	xx
<b>Total cost quoted by the bidder (Amount quoted in Figures)</b>	--		xx	--	
<b>Total cost quoted by the bidder (Amount quoted in word)</b>	--		xx	--	

**TABLE-III: Total Cost of Ownership****(Amount in Rs.)**

<b>SI No</b>	<b>Description</b>	<b>Total Cost</b>
1	Total Cost for 10 lakhs EMV Chip Based Debit/Prepaid Card (Total Cost excluding GST, i.e. Total of Column C of Table – I in figures)	xxxx
2	Total Cost for 10 lakhs EMV Chip Based NFC enabled Contactless Debit Card equipped with NCMC functionality (Total Cost excluding GST, i.e. Total of Column C of Table – II in figures)	xxxx
<b>Total Cost of ownership of 20 lakhs EMV Chip Based Cards (SI No. 1 + SI No. 2) Amount quoted in figures</b>		<b>xxxxx</b>
<b>Total Cost of ownership of 20 lakhs EMV Chip Based Cards (SI No. 1 + SI No. 2) Amount quoted in words</b>		<b>xxxxx</b>

**Note:**

- L1 bidder would be determined based on the Total Cost of Ownership (TCO) quoted by the bidder as per **TABLE – III** given above.
- GST will be paid at actuals at the time resultant billing.
- The prices quoted above are for TCO (**Total Cost of Ownership**) calculation purposes only. Payment would be done on pro-rata basis per transaction.
- The rate arrived shall be valid for the entire contract period.
- The requirement of 20 lakhs EMV Dual Interface Contact & Contactless Debit /Prepaid Cards is indicative only (i.e. projected quantity). Bank will place the order as per actual requirement only which will be within 20 lakhs. 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.
- Quantity mentioned above against each line item is indicative only and to be used for the purpose of calculation of TCO.
- Bank reserves the right to place order for 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. Shift in volumes between EMV Contact & EMV Contact + Contactless is possible due to changes in various guidelines issued by Regulatory Bodies i.e. Govt./RBI etc. or as per Bank's Policies from time to time or due to any other requirement. However, the total quantity of Contact & Contactless Card will be 20 lakhs with an option of increment in the quantity by 25% to meet future requirements.
- No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- In case of discrepancy between figures and words, the amount in words shall prevail.

**Place:** **Signature of Bidder:** \_\_\_\_\_**Date:** **Name:** \_\_\_\_\_**Business Address:** \_\_\_\_\_

**Revised Commercial Format (in INR)**

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

**(Amount in Rs.)**

Basic Activities	Price per line item (Exclusive of GST)	Quantity	Total Cost (Exclusive of GST)	GST (% and amount)	Total Cost (Inclusive of GST)
	A	B	C=A x B	D	E=C + D
Cost of blank plastic card		10,00,000			
Cost of Card Personalization (Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc. excluding Photo Printing)		10,00,000			
Cost of Scanning and printing of Photo / Signature on the Card including Personalization Charges		10,000			
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 <b>Annexure – XI</b>		10,00,000			
<b>Total cost quoted by the bidder (Amount quoted in Figures)</b>	--			--	
<b>Total cost quoted by the bidder (Amount quoted in words)</b>	--			--	

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

**(Amount in Rs.)**

Basic Activities	Price per line item (exclusive of GST)	Quantity	Total Cost (Exclusive of GST)	GST (% and amount)	Total Cost (Inclusive of GST)
	A	B	C=A x B	D	E=C + D
Cost of blank plastic card		10,00,000			
Cost of Card Personalization (Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc. excluding Photo Printing) including EMV & NCMC		10,00,000			
Cost of Scanning and printing of Photo / Signature on the Card including Personalization Charges		10,000			
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 <b>Annexure – XI</b>		10,00,000			
<b>Total cost quoted by the bidder (Amount quoted in Figures)</b>	--		xx		--
<b>Total cost quoted by the bidder (Amount quoted in word)</b>	--		xx		--

**TABLE-III: Total Cost of Ownership****(Amount in Rs.)**

<b>SI No</b>	<b>Description</b>	<b>Total Cost</b>
1	Total Cost for 10 lakhs EMV Chip Based Debit/Prepaid Card (Total Cost excluding GST, i.e. Total of Column C of Table – I in figures)	
2	Total Cost for 10 lakhs EMV Chip Based NFC enabled Contactless Debit Card equipped with NCMC functionality (Total Cost excluding GST, i.e. Total of Column C of Table – II in figures)	
<b>Total Cost of ownership of 20 lakhs EMV Chip Based Cards (SI No. 1 + SI No. 2)</b> <b>Amount quoted in figures</b>		
<b>Total Cost of ownership of 20 lakhs EMV Chip Based Cards (SI No. 1 + SI No. 2)</b> <b>Amount quoted in words</b>		

**Note:**

- L1 bidder would be determined based on the Total Cost of Ownership (TCO) quoted by the bidder as per **TABLE – III** given above.
- GST will be paid at actuals at the time resultant billing.
- The prices quoted above are for TCO (**Total Cost of Ownership**) calculation purposes only. Payment would be done on pro-rata basis per transaction.
- The rate arrived shall be valid for the entire contract period.
- The requirement of 20 lakhs EMV Dual Interface Contact & Contactless Debit /Prepaid Cards is indicative only (i.e. projected quantity). Bank will place the order as per actual requirement only which will be within 20 lakhs. 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.
- Quantity mentioned above against each line item is indicative only and to be used for the purpose of calculation of TCO.
- Bank reserves the right to place order for 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. Shift in volumes between EMV Contact & EMV Contact + Contactless is possible due to changes in various guidelines issued by Regulatory Bodies i.e. Govt./RBI etc. or as per Bank's Policies from time to time or due to any other requirement. However, the total quantity of Contact & Contactless Card will be 20 lakhs with an option of increment in the quantity by 25% to meet future requirements.
- No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
- In case of discrepancy between figures and words, the amount in words shall prevail.

**Place:** **Signature of Bidder:** \_\_\_\_\_**Date:** **Name:** \_\_\_\_\_**Business Address:** \_\_\_\_\_

**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 \_\_\_\_\_ Authorised 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.
- iv. 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).

5.2 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.Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

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

- 11.1 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).
- 11.2 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.
- 11.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 The word "Monitor" would include both singular and plural.

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

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

## **13. 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.

## **14. Integrity Pact Duration**

- 14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2 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 .
- 14.3 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.

## **15. Other Provisions**

- 15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

- 15.2 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.
- 15.3 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.
- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 16.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.
- 17.In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
18. The Parties here by sign this Integrity Pact.

**BUYER**

**BIDDER / SELLER**

**Signature:**

**Signature:**

**Authorized Signatory**

**Authorized Signatory (\*)**

**Department of IT**

**Place:**

**Date:**

**Witness:**

**Witness:**

**(Name & Address)**

**(Name & Address)**

**NON DISCLOSURE AGREEMENT**

**(To be executed on a non-judicial stamp paper of requisite value)**

This Non-Disclosure Agreement is entered into on this ....day of..... 2019.

**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 successful bidder is sometimes referred to herein as a “**Party**” and together as the “**Parties**”).

**WHEREAS** the Successful bidder/Receiving Party is *inter alia* engaged for **Supply, Printing & Personalization of EMV Chip Based Debit/Prepaid Cards & National Common Mobility Cards (NCMC) Enabled Contactless Debit Card** as per the terms and conditions specified in the RFP Ref No. **DIT/BPR & BTD/OA/3815/2018-19 dated: 31/12/2018**. The Successful bidder/Receiving Party would be the 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 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 Successful bidder/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 Three (3) years 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 30 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 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 sixty (60) 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 three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

**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 \_\_\_\_\_ (the selected successful bidder)

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

.....

**(The selected successful bidder)**

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

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

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

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

----- END OF THE DOCUMENT -----