

TENDER DOCUMENT

For

**“Supply of
Dual (EMV Chip & Magnetic Strip) Rupay Debit Card with
welcome kit”**



Tender Document No: UP COOP BANK/ATM Card/2016-17/02

THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF UTTAR PRADESH COOPERATIVE BANK LTD. AND WILL NOT BE RETURNED. RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM. (THIS DOCUMENT SHOULD NOT BE REUSED OR COPIED OR USED EITHER PARTIALLY OR FULLY IN ANY FORM)

**UTTAR PRADESH STATE CO-OP BANK LTD.
2, M.G.Road,Hazratganj,Lucknow – 226001 Uttar Pradesh**



CRITICAL INFORMATION

Summary

1. The TENDER DOCUMENT is posted on website www.upcbl.in. UPCB reserves the right to change the bank requirements. However, any such changes will be posted on web site.
2. Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
3. Any clarifications from bidder or any change in requirement will be posted on UPCB website.

Hence before submitting bids, bidder must ensure that such clarifications / changes have been considered by them. UPCB will not have any responsibility in case some omission is done by any bidder.

4. In case of any clarification required by UPCB to assist in the examination, evaluation and comparison of bids, UPCB may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, Bided or permitted.
5. Please note that all the information required as per the bidding document needs to be provided. Incomplete information in these areas may lead to non-selection.
6. Modification And/ Or Withdrawal of Bids:
Bids once submitted will be treated as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder.
7. UPCB has the right to reject any or all tenders received without assigning any reason whatsoever.

NOTE: UPCB SHALL NOT BE RESPONSIBLE FOR NON-RECEIPT / NONDELIVERY OF THE BID DOCUMENTS DUE TO ANY REASON, WHATSOEVER.



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1. SCHEDULE OF EVENTS

Sr. No	Bid Reference No. : UP COOP BANK/ATM Card/2016-17/02	
1.	Purpose	“Supply of Dual (EMV Chip & Magnetic Strip) Rupay Debit Card with welcome kit”
2.	Cost of Tender	Rs.1,000/- (Rupees One Thousand Only) To be submitted as Demand Draft in favour of the “Uttar Pradesh Co-operative Bank Limited”, payable at Lucknow.
3.	Earnest Money Deposit (EMD)	Rs1,00,000/- (Rupees One Lakh only) To be submitted as Demand Draft in favour of “Uttar Pradesh Co-operative Bank Limited”, payable at Lucknow.
4.	No. of Envelopes (Non-window, Sealed) to be submitted	Two (2) Envelopes Envelope 1 Containing: 1. Technical Bids as per Section 6. (Submit 1 hard copy and 1 soft copy in CD) 2. DD towards cost of tender & EMD. Envelope 2 Containing: 3. Financial bid as per Section 8 (Only one bid to be kept).
5.	Date on which tender document will be available on bank’s web site “www.upcbl.in”	20 th September 2016
6.	Date /time/ Place of pre-bid meeting	26 th Sep 2016; 3:00 PM, 9 th Floor Meeting Hall, H.O., UPCB
7.	Last Date and Time of Submission	14 th Oct 2016; 12:00 Noon
8.	Venue, Date and Time of Opening of Technical Bids.	14 th Oct 2016; 01:00 PM, U.P Co-operative Bank Limited, Head Office 2, Mahatma Gandhi Marg, Hazratganj Lucknow – 226001
9.	Bid Validity	1 Year from the Date of Finalisation of tender
10	Address for Submission of Bids	The Managing Director U.P Co-operative Bank Limited 2, Mahatma Gandhi Marg, Hazratganj Lucknow – 226001
	Contact Persons: Name Designation Phone E-mail	Mr. Kapil Dev Pathak DGM(IT) 07525006046 upcblko.itcell@gmail.com



2. INTRODUCTION AND DISCLAIMERS

2.1. Purpose of Tender Document

The purpose of Tender Document is to short list Bidder for providing Non Personalized Dual (EMV Chip & Magnetic Strip) Rupay Debit Card along with pin mailer and Welcome Kit.

- Minimum Eligibility Criteria
- Technical bid and
- Financial bid.

2.2. Information Provided

The Tender document contains statements derived from information that is believed to be relevant at the date 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 UPCB. Neither UPCB 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 document.

2.3. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, UPCB 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 Tender 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 UPCB or any of its officers, employees, contractors, agents, or advisers.

2.4. Costs to be borne by Respondents

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

2.5. No Legal Relationship

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

2.6. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the Tender Document and the meaning and impact of that information.



2.7. Evaluation of Bids

Each Recipient acknowledges and accepts that UPCB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Audit firm(s). The Tender Document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

2.8. Errors and Omissions

Each Recipient should notify UPCB of any error, omission, or discrepancy found in this Tender Document.

2.9. Acceptance of Terms

A recipient will, by responding to UPCB for Tender Document, be deemed to have accepted the terms of this Introduction and Disclaimer.

2.10. Proposal Submission:

Proposal document submission is required to be done as under:

One Hard copy along with one soft copy (of Technical Bids) at the following address in a single sealed envelope.

**The Managing Director,
U P Co-operative Bank Limited
2, Mahatma Gandhi Marg, Hazratganj
Lucknow – 226001**

Copies of the proposal must be submitted before the aforementioned closing date and time mentioned in Critical Information Summary.

Faxed copies of any submission are not acceptable and will be rejected by the Bank. If the submission does not include all the information required or is incomplete, the proposal is liable to be rejected.

All copies of proposal and attachments must be provided in a sealed envelope. All submissions, including any accompanying documents, will become the property of UPCB.

Recipients shall be deemed to license, and grant all rights to UPCB 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 and to disclose and/or use the contents of the submission as the basis for processing of proposal, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.



2.11. Bid Validity Period

The proposal must remain valid and open for evaluation according to their terms for a period of 1 Year from the time the Bid closes on the deadline.

2.12. Tender Document

Recipients are required to direct all communications related to this Tender Document, through the Tender Document' for Non Personalized **Dual (EMV Chip & Magnetic Strip) Rupay Debit Card along with Pin mailer, Pouch & Welcome Kit** Nominated Point of Contact person:

Contact : Kapil Dev Pathak
Position : DGM (IT)
Email : upcblko.itcell@gmail.com
Telephone : 07525006046

UPCB will not answer any communication initiated by Respondents later than ten business days prior to the due date for submission of Bid. However, UPCB may, in its absolute discretion, seek additional information or material from any Respondents after the Bid closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their Fax, email and full address(s) to ensure that replies to Bid could be conveyed promptly.

If UPCB, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then UPCB reserves the right to communicate such response to all Respondents.

UPCB may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the Bid closes to improve or clarify any response.

2.13. Notification

UPCB will notify all short-listed Respondents in writing as soon as practicable about the outcome of their Proposal. UPCB is not obliged to provide any reasons for any such acceptance or rejection.

2.14. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a disqualification.



3. BACKGROUND

3.1. Introduction

Co-operative Banks come under three tier of Short Term Cooperative Credit Structure (STCCS). Following table shows the brief description of STCCS of state of Uttar Pradesh.

i. Three tier Cooperative Credit Structure

Apex Bank	UPCB	28 – Branches 31 – Pay Offices 17 – Regional Offices
Central Bank	DCCBs	50 – DCCBs 1349 – Branches
PACS	PACS	7479

3.2. About U.P. Co-operative Bank Ltd.

Uttar Pradesh Co-operative Bank Limited established in 1944 is the apex bank of 3 tier Short Term Cooperative Credit Structure (STCCS) in the State. Beside the State Government 50 district Cooperative Bank and 10 Apex Cooperative bodies is its member. It is a Scheduled Bank. The Bank has 79 offices including 28 branches, 34 pay offices and 17 regional offices (RO). In addition the Bank also regulates The Cadre Authority of the secretaries/senior managers of district cooperative banks and secretaries of primary agricultural credit cooperative societies. The main objective of the bank is to exercise fiscal discipline over district/central cooperative banks, given them professional advise as also to play the role of a balancing center. This apex bank, besides its own financial resources, obtains loans on concessional interest rates from NABARD and through district cooperative banks extends refinance facilities for short term and medium term loans for agricultural production and other allied works. The bank besides agricultural production, extends financial assistance to agriculture-based large and medium processing industries like sugar factories, spinning mills, rice mills, oil mills, vegetable oil mills, solvent extraction plants, cottage industries, cold storage, handloom, agriculture, rural development banks, cooperative housing society, marketing federation, sugar cane society, State Sugar Mills Corporation and NAFED.



4. REQUIREMENTS

4.1. Objective

The 'UPCB' wishes to appoint competent organization for assisting the Bank in providing Dual (EMV Chip & Magnetic Strip) Rupay Debit Card along with pin-mailer & Welcome Kit.

4.2. Broad Scope of Work

- Designing of Dual (EMV & Magnetic Strip) Rupay Debit Card ,Pouch, Pin mailer and Welcome Kit.
- Preparation of Welcome Kit for Dual (EMV & Magnetic Strip) Rupay Debit Card & ATM Card Pouch.
- Our (Application Service Provider) ASP and switch vendor is M/S Sarvatra Technologies Pvt Limited.
- **It will be the responsibility of card printing vendor to provide complete solution related to card viz card printing pouch, welcome kit and pin-mailer printing and dispatch.**
- **Card Printing Vendor will also ensure that process of entire card printing will be as per NPCI guide lines. Our ASP Vendor is M/s Sarvatra Technologies Pvt. ltd. It will be responsibility of the Card Printing Vendor to get access of database related to pin-mailer from our ASP. The vendor will also ensure all the security norms prescribed by NPCI and all the associated standard practices.**
- Quantity will as per the requirement of UPCB only (i.e. 30,000 Non Personalized Dual(EMV& Magnetic) Rupay Debit card with, pouch, welcome kit and pin mailer facility).

4.3. Card requirement

Sr.No	Type	Variant	Quantity
1	Dual(EMV Chip & Magnetic) Rupay Debit card (Non Personalized)	Dual (EMV Chip & Magnetic Strip) Rupay Debit Card	30000



Technical Specifications of Dual (EMV Chip & Magnetic Strip) Rupay Debit Card

Sr. No	General Technical Specifications	Compliance (Yes/No)
1.	Dual (EMV Chip & Magnetic Strip) Rupay Debit Card Details (Non Personalized)	
a.	The Card production and design vendor need to be certified by NPCI.	
b.	Bank has to adopt the standardized card design and specifications laid down by NPCI for the ATM Debit Cards.	
c.	The cards must be able to perform successful transactions on all NFS ATMs under NFS network operating rules and regulations.	
d.	The test cards may or may not have the art work; white plastic cards also can be sent. But the cards have to contain the dummy Primary Account Number and a PIN.	
f.	Numbering Structure of the Card Number. Card number consists of 16 digits First 6 digits are to identify Issuer Institution Identification (The Bank) Last digit (16th) is the check digit (System Generated Digit to Verify Account Number) Digits Number 7 to 15 (9 digits) are for use by the Bank. Out of this, first 2 i.e. 7th and 8th are for product differentiation and can be used to identify Dual (EMV Chip & Magnetic Strip) Rupay Debit Card.	
2.	Issuance of Card / Welcome Kit Instant Rupay Debit cum ATM Cards: The Bank Bids RuPay Card Welcome Kit to their customers, containing Card, Welcome Letter, ATM Card Pouch and Instruction manual. The PIN mailer will be printed by card printing vendor at different premises (as per NPC guidelines) is separately delivered to the customer and will not be in the welcome kit so as to increase the security. These Cards are not customized i.e. they are not pre-linked to an account and don't carry customer's name. The non-personalized Cards (Instant Cards), contained in the Welcome Kit are delivered to the HO, HO will then handover the same to Branches, as per the requirement who hand-over the same to Customers after duly linking the cards to their Account.	
3.	Delivery of Cards: The process of delivery of the Card with Welcome Kit is routed from	



	their Head Office. The bank can have an arrangement with the Vendor for supplying the Welcome Kit directly to the Head office as per Indent sent to the Vendor.	
4.	Printing of Cards: The bank wants to out sourcing the entire activity of printing the card along with the Welcome Kit, Pouch & Pin Mailer facility.	
5.	Dual (EMV Chip & Magnetic Strip) Rupay Debit Card Technical Specification	
a.	<p>The Dual (EMV Chip & Magnetic Strip) Rupay Debit Card should be prepared as per the guidelines and specifications of the NPCI requirement which includes:</p> <p>Magnetic Stripe Specification</p> <ul style="list-style-type: none">▪ Card Placement▪ Size▪ Font Size and Style▪ Materials Type▪ Card Dimensions▪ Indenting, Encoding▪ Printing and Color▪ Signature Panel▪ RuPay hologram Logo▪ Data Capture on Card <p>EMV Chip Specification</p> <ul style="list-style-type: none">▪ Chip Produced in India or Imported▪ Compliant to ISO/IEC 7816 Standards▪ Microprocessor based IC Card Minimum 16 KB EEPROM or higher▪ Minimum 8 bit CPU▪ RAM 6 KB▪ Secure Hardware Crypto Coprocessor RSA /ECC, 3DES /3KTDES, AES▪ Common Criteria (EAL): EMVCo and CC(EAL5+)▪ Memory secure encryption for RAM, ROM and EEPROM▪ Counter Measures against side channel attacks (SPA & DPA)▪ Write Endurance:300000 cycles or more▪ Data Retention:greater than 10 years▪ Unique ID for each chip▪ Operating System should be hard masked on ROM or Flash based▪ Operating system should be Java 2.2.x or higher▪ Platform should be Global Platform 2.1.x or higher version▪ EMV Authentications Method Supported – DDA▪ Support for EMV financial applications using Chip and	

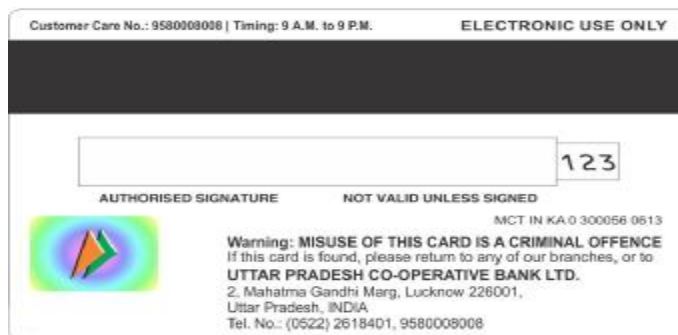


		<p>PIN:</p> <ul style="list-style-type: none">▪ VISA VSDC 2.8.1 or above for Visa cards, M/Chip 4 Select 1.1 or above for MasterCard and Latest version for RuPay cards▪ Milling and embedding the chip on the card as per Visa standards for Visa cards, MasterCard standards for MasterCard and RuPay standards for RuPay card▪ Provide the Keys as per Visa/MasterCard/RuPay requirements and assist the bank in the key exchange process and bear all relevant cost for the same	
	b.	The Dual (EMV & Magnetic Strip) Rupay Card Design should be as per the requirement of the Bank and NPCI guidelines.	
6.	Welcome Kit Specification		
	a.	Welcome Letter Size: A4 Paper: Maplitho paper, 100 gsm Presswork: 4 + 4 colour process on front and back Finishing: 2 fold, Cut to Size	
	b.	Window Envelope Size: Close – 12.5 X 23.5 cm / Open – 26.5 X 29.5cm Paper: Maplitho, 130 gsm Presswork: 4 colour on front Finishing: Die cutting + Pasting + Lamination on outer side+ peal and seal on flap	
	c.	Instruction Manual / User Guide Size: A4 Paper: Maplitho paper, 100 gsm Presswork: Single colour process on front and back Finishing: 2 fold, Cut to Size	
7.	Printing of Card,Pouch and Welcome Kit		

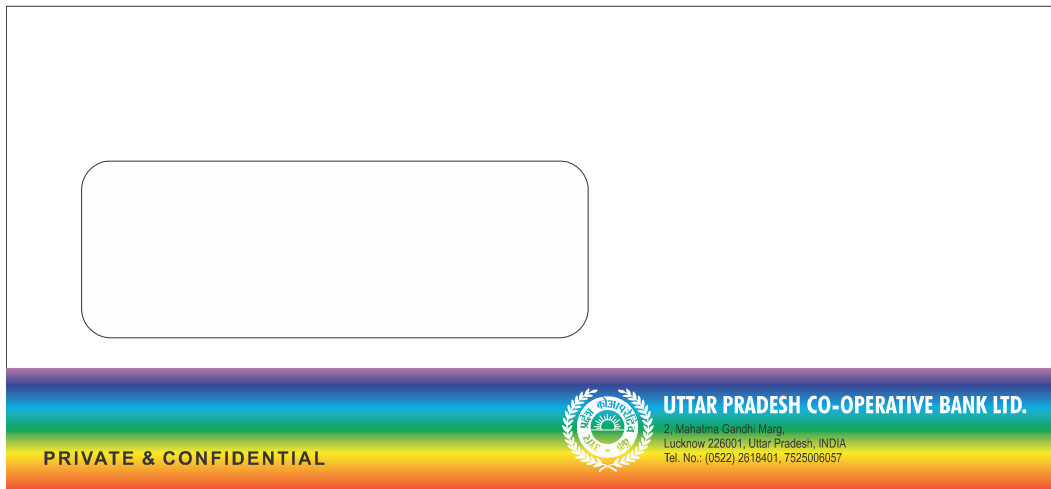


उत्तर प्रदेश कोआपरेटिव बैंक लि०
Uttar Pradesh Co-operative Bank Ltd.

Sample



Dual (EMV Chip & Magnetic Strip) Rupaya Debit Card

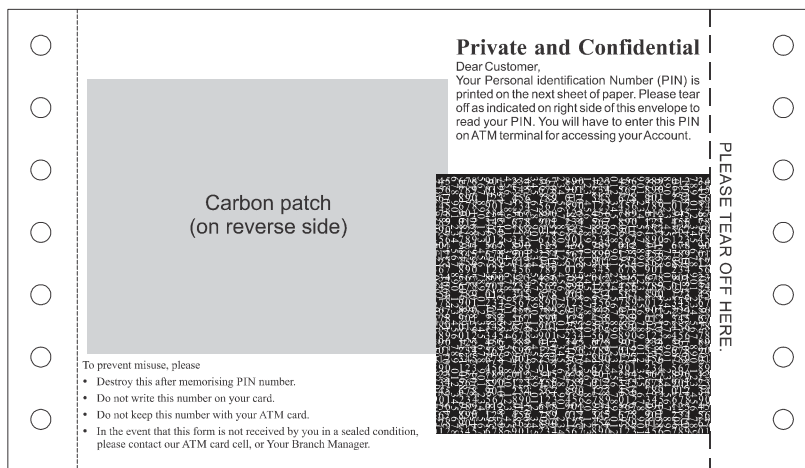




Welcome Kit Envelope



PIN Mailer Envelope





PIN Mailer

User Guide

UTTAR PRADESH CO-OPERATIVE BANK LTD.
उत्तर प्रदेश कोआपरेटिव बैंक लि०
18, Ring Road, Lucknow, U.P. - 226001, INDIA

Guidelines & Safety Tips for your RuPay Debit Card

Before you begin using your card ...

- Sign the signature panel at the back of the card as soon as you receive it.
- Use your new card immediately at any ATM in the NPS network to change the system generated PIN to a new 4-digit number of your choice.
- Memorize your PIN and destroy the PIN mailer.
- Never write your PIN on your card. Remember the PIN instead of writing it down.

Do's

- Keep your PIN secret.
- Change your PIN regularly. Preferably change it every quarter.
- In case of loss or theft of your card, call our Customer Care on **752500007** and **(0522) 2018401** between 8 A.M. and 9 P.M. or visit the nearest branch immediately and request for the blocking of your card.
- Keep your card away from sunlight.
- Keep your card away from TV and magnetic products.
- If you have two cards, take care that the magnetic strips of the two cards do not rub against each other.

Don't's

- Do not give your card to anyone.
- Do not share your PIN with anyone (including family members, your banker or any branch employee).
- Never leave your card unattended. Keep your card in a place where you will immediately know if it is missing.
- Avoid leaving it open to anyone under any circumstance at an ATM.
- Never let anyone else you enter your PIN. The safest measure is to ensure that you are alone in the ATM while you are conducting your transactions.
- Do not remove or scratch the magnetic strips behind the card.
- Do not bend the card.
- Remember that **Uttar Pradesh Co-operative Bank Ltd.** will never ask for financial/personal/debit card related information via email. Thus, please do not respond to emails seeking such information. They may be fraudulent.

Card Usage at ATMs

You can use your card at Uttar Pradesh Co-operative Bank's ATMs or any other bank's ATM which is in the NPS network. Look for RuPay logo displayed at the ATM. This logo indicates that the ATM is in the NPS network. You can use your card at over 1.3 lac such ATMs across India.

Step 1: Insert your card into the slot provided. If the ATM has a dip reader, insert the card into the slot and pull back. If the ATM has a magnetic card reader, your card will be retained in the ATM till the transaction is completed.

Step 2: The ATM will prompt you to select your preferred language.

Step 3: Insert the ATM will prompt you to enter your PIN.

Step 4: After confirmation of your PIN, you will be provided with a list of transaction options, viz., Fast Cash, Cash Withdrawal, Balance Enquiry, Mini Statement, Change PIN. Select your desired transaction and follow the instructions.

Step 5: In case of cash withdrawal your account with Uttar Pradesh Co-operative Bank Ltd. will be debited online with the amount of withdrawal.

Step 6: After you finish the transaction at an ATM having a magnetic card reader, collect your card as soon as the ejected (within 30 seconds) or else it will be retained by the ATM. If your card gets retained, please contact the ATM linked branch or the card issuing branch.

Know your Debit Card

Personal Identification Number (PIN): Confidential 4-digit number for using your card in ATMs and POS terminals.

FRONT OF THE CARD

1. **Debit Card Number:** This is your 16-digit Card Number. Please note that you are required to quote this number for all future correspondence with your bank.
2. **Your Name:** Only you are authorized to use your card. Please check that your name has been correctly printed on your Debit Card. If not, then please contact your branch at the earliest. If your card is a Contactless Card, there will be no name printed on it.
3. **Expiry Date:** Your RuPay Debit Card is valid from the day you receive it up to the last day of the month of the year mentioned on the card.
4. **RuPay Logo:** Your RuPay Debit Card is acceptable in India at ATMs and Merchant Establishments displaying the RuPay logo.

BACK OF THE CARD

1. **Magnetic Stripe:** Important information pertaining to your RuPay Debit Card is encoded there. Please protect the magnetic stripe from getting damaged.
2. **Signature Panel:** Please sign on the signature panel immediately on receipt of your card with a non-erasable ball-point pen (preferably black ink).
3. **CVV2:** This is a 3-digit number present at the end of the signature panel on the back of the card. An added security feature for CMP (card-not-present) transactions. Contact your issuer for contactless debit number for all contactless transactions.

Terms & Conditions

RIGHTS

1. Bank reserves the right to approve or decline any transaction. The card holder cannot take any instruction given through this card.
2. Bank reserves the right to start new services for the card or to stop any existing services and APMT required.
3. Bank reserves the right to change the Terms and Conditions of ATM and POS services anytime.

Tariff Charges

Transaction	Financial (Cash Withdrawal)	Non Financial (Balance Enquiry, PIN Change, Mini Statement)
Uttar Pradesh Co-op. Bank Ltd. ATM	Free	Free
Other Bank's ATM (First 3 transactions of the month including financial & non-financial)	Free	Free
Other Bank's ATM (After first 3 transactions of the month including financial & non-financial)	Rs. 20/- per transaction (inclusive of service tax)	Rs. 10/- per transaction (inclusive of service tax)

DAILY USAGE LIMITS

Withdrawal Transaction Limit at ATM	Rs. 25,000/-
Purchase Transaction Limit at Merchant Establishment	Rs. 90,000/-

FEE'S

Annual Fee	Rs. 100/- + Service Tax
Additional Card	Rs. 100/- + Service Tax
Card Replacement Fee	Rs. 100/- + Service Tax
PIN Replacement Fee	Rs. 25/- + Service Tax



Welcome Note



Date:

Dear Customer,

Congratulations! You have become a proud owner of **RuPay Debit Card** - the most convenient way to operate your savings / current account with **Uttar Pradesh Co-operative Bank Ltd.**

Your **RuPay Debit Card** gives you access to your account whenever and wherever you want. It allows you to perform transactions at any ATM that displays RuPay logo, whether it is an ATM of Uttar Pradesh Co-operative Bank Ltd. or of some other bank in the NFS network.

Your **RuPay Debit Card** can also be used across India at Merchant Establishments that display RuPay logo. PIN is mandatory for the use of Debit Card at POS terminals.

You can make purchases up to the available balance in your account or up to the allowable daily limit of your card. No need to carry large amount of money in your wallet anymore or to visit the bank or branch before shopping. Your **RuPay Debit Card** gives you the freedom to make purchases without paying in cash.

For your account's safety and convenience, carefully read the safety tips, card usage guidelines and **Terms and Conditions** detailed in the accompanying **User Guide**. For any doubts, call or visit your nearest branch.

Wishing you a pleasant 24/7 banking experience and happy shopping...

Warm regards,

General Manager,
Uttar Pradesh Co-operative Bank Ltd.

Please note: First usage of the card implies acceptance of the **Terms and Conditions** mentioned in the **User Guide**. The card can be used at Merchant Establishments for shopping only after the intimation of such facility by your branch. Till such intimation, this card will be operational only as an ATM card.

Know your RuPay Debit Card Facilities at an ATM: *
Cash Withdrawal
Balance Enquiry
Mini Statement
PIN Change

* conditions apply

Please don't give your RuPay Debit Card to any other person.

Contact us for any additional information and assistance.
Customer Care No. 7525006057
and (0522) 2618401
Timing: 9 A.M. to 5 P.M.

Branch Number: < Branch Number >
Account Number: < Account Number >
Card Number: < Card Number >
Card Validity Date: < Card Validity Date >



5. SELECTION CRITERIA

5.1. Tender Methodology

- a. The tender methodology adopted is “Two Bid System” i.e., Technical Bid and financial Bid.
- b. The Technical Bid should be placed in a non-window sealed cover super-scribed with “Technical Bid for Dual (EMV Chip & Magnetic Strip) Rupay Debit Card”.
- c. The envelope containing Technical Bid should also contain One Demand Draft for Rs.1,000/- (Rupees One Thousand Only) for Tender Fee and Rs1,00,000/- (Rupees One lakh Only) for EMD.
- d. The DD should be drawn in favour of “Uttar Pradesh Co-operative Bank Limited”, payable at Lucknow. The EMD will not carry any interest.
- e. The Financial Bid should be placed in non-window sealed cover super-scribed with “Financial Bid for Dual (EMV Chip & Magnetic Strip) Rupay Debit Card”.
- f. All the covers, thus, prepared should also indicate clearly the Name and Address of the vendors.
- g. The bidder shall bear all the costs associated with the preparation and submission of the bid and UPB will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- h. Bid submitted without EMD and Tender Fee Demand Draft will not be considered for evaluation.

5.2. Signing and submission of Tender

The Technical Bid of the TENDER DOCUMENT response should be submitted in two copies duly signed and stamped at each pages of tender.

Participation in the tendering process implies giving consent to all the terms, conditions and other requirements contained in any part of the Tender document.

Technical Bid(T.B) :

The Technical Bid should be complete in all respects and contain all information asked for, exact prices. The T.B should be complete to indicate that all products and services asked for are quoted.



Financial Bid (F.B)

The Financial Bid (F.B) should give all relevant price information in Indian rupees and should not contradict the F.B in any manner and should be enclosed along with Financial bid offer letter.

These two Bids should be submitted in separate envelopes. Please note that if any envelope is found to contain both technical and financial Bid, then that Bid shall not be considered.

If the enveloped are not sealed and marked as indicate above, the bank will assume no responsibility for the tender's misplacement or premature opening.

Bidder submitting the tenders through postal/courier services should ensure that the tenders are received in the Bank's office well before the deadline set for receiving of the tender proposal.

The Bank is not responsible for postal/courier delay, non-receipt, non-delivery of document.

Any tender received by the Bank after the prescribed deadline for submission of tender will be rejected.

5.3. Formats of Bids:

The bidders should use the formats prescribed by the Bank in the 'Tender Document' for submitting both technical and financial Bids.

5.4. Registration of 'Tender Document'

Registration will be effected upon 'UPCB' receiving the 'Tender Document' response in the above manner. The registration must contain all documents, information, and details required by this 'Tender Document'. If the submission to this 'Tender Document' does not include all the information required or is incomplete or submission is through Fax mode, the 'Tender Document' is liable to be rejected. All submissions, including any Banking documents, will become the property of 'UPCB'.

5.5. Bid Validity Period

'Tender Document' will remain valid and open for evaluation according to the terms for a period of 1 Year from the time the 'Tender Document' submission process closes on the deadline for lodgment of 'Tender Document's.

5.6. Notification

'UPCB' will notify the successful respondents in writing as soon as practicable about the outcome of the 'Tender Document' evaluation process. 'UPCB' is not obliged to provide any reasons for any such acceptance or rejection.



5.7. Disqualification

Any form of canvassing / lobbying / influence / query regarding short listing, status etc will lead to disqualification;

5.8. Opening of Technical Tenders by the Bank

The Technical proposals will be opened by the Bank's Internal Committee on the date mentioned above. The bidders, if they wish, may remain present on the day of opening of technical response. Only one duly authorised representative of the bidder firm/ company will be permitted at the time of opening the bids. The eligible bidders will be informed for further process after the technical evaluation by the internal committee as per the eligible criteria.

5.9. Evaluation and comparison of Tenders

Evaluation of Tenders will be done on a techno-commercial basis.

The formula for determining the technical scores is as follows:

The technical proposal evaluation $St = 0.7 \times Tr/Th$

St = Total Technical Score

Tr = Technical Marks obtained by respective bidder

Th= Highest technical marks obtained within all bidders

The formula for determining the financial scores is as follows:

The financial proposal evaluation $Sf = 0.3 \times Fm/Fr$

Sf = Total financial score

Fm = The lowest score

Fr= The price of the proposal under consideration

The total marks obtained by the bidder based on the above mentioned technical and financial evaluation shall be the basis of gradation of the bidder as L-1, L-2 etc. The firm achieving the highest combined technical and financial score shall be the L1

Total Marks = Total Technical score + Total Financial score

5.9.1. The bidder who had received the highest score considering the weightage for financial bid and technical bid shall be considered as the successful bidder.

5.9.2. Both within the technical and commercial evaluation scores will be awarded up to one decimal;



5.9.3. Only those tenders, which have been determined to be substantially responsive, meet the eligibility criteria and are complete in all respects, will proceed to the stage of being fully evaluated and compared.

5.9.4. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the Bid. This waiver shall be binding on all the binders and the bank reserves the right to exercise such waivers

5.9.5. The evaluation criteria which will be adopted by bank to evaluate the complying responses will include (illustratively only): The content, clarity, completeness, transparency and quality of the responses vis-a-vis its veracity with system demo.

5.9.6. The bidder's ability to supply and deploy & support the required components within the project schedule expected by the bank Bidder proven track record in providing and implementing similar solutions.

5.9.7. Bidder's financial stability and capability to sustain in this critical competitive business environment

5.9.8. Bidder's capabilities in delivering projects on time and on budget, without disrupting normal on-going business activities.



The bidders shall be awarded technical marks based on the following criteria and supporting evidences must be furnished by bidders along with technical bid.

Technical Score:

Bidder Turn Over in FY: 2015- 2016	
Upto 50 Crores	10 marks
More than 50 Crores and Below 75 Crores	15 marks
75 Crores & Above	20 marks
Bidders experience in card manufacturing	
Upto 5 years	10 marks
More than 5years & Above	20 marks
Volume of PVC/PETG cards manufacturing and certainly personalized during last two financial years	
Upto 10 lakhs	10 marks
More than 10lakhs & Below 50 lakhs	15 marks
50 lakhs & Above	20 marks
Valid EMV RuPay Debit Card certificate for Manufacturing /Personalization.	20 marks
Experience in centralized card Manufacturing /Personalization for a single project.	
Upto 1 crore cards	10 marks
More than 1 Crores cards & Above	20 marks



6. Technical Bid

Firms meeting the eligibility criteria as described in the following sections will be considered for evaluation. The Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity.

Format for Technical Bid:

The Bid must be made in an organized and structured manner in the following form:

- a. Index
 - b. Covering letter
 - c. Tender Document Fees of as given in RFP : DD favoring “ Uttar Pradesh Co-operative Bank Limited”, payable at Lucknow.
 - d. Documentary evidence towards proof of eligibility criteria.
 - e. Declaration Letter (**Annexure D**)
 - f. General Details of the Bidder. (6.2)
 - g. Copy of Certificate for manufacturing of Dual EMV & Magnetic strip Rupay Debit card.
 - h. List of card manufacturing machinery and personalization machinery.
 - i. Demand Draft issued Bank other as Bid security for the value mentioned in RFP.
 - j. Bidder’s Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the RFP for last three financial years.
 - k. Non- Disclosure agreement (**Annexure C**)
- i. All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and signed by authorized signatory on behalf of the Bidder. The number should be a unique running serial number across the entire document.
 - ii. The bidder has to submit a soft copy of the entire proposal in a CD. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its discretion.
 - iii. The Bids shall be addressed and submitted to: **“The Managing Director, Uttar Pradesh Cooperative Bank Limited, Head Office, 2 M.G Marg, Hazratganj, Lucknow – 226001”**.
 - iv. The bids (arranged as mentioned above) are to be submitted to the Managing Director, UPCB, Lucknow marked with the tender number, at the above address on or before the due date & time as specified. The bid submitted anywhere else is liable to be rejected.
 - v. It may be noted that all queries, clarifications, questions etc., relating to this ‘Tender Document’, technical or otherwise, must be in writing only and should be to the nominated



point of contact. The Respondent should provide their E-mail address in their queries without fail.

- vi. The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.
- vii. The proposal should be prepared in English. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.

6.1. Eligibility Criteria

The Bidders required meeting the following 'minimum eligibility criteria' and provide adequate documentary evidence for each of the criteria stipulated below:

Eligibility criteria for the bidders are as under

Sr No.	Criteria	Documents to be Submitted	Please tick
1	The bidder should be approved from NPCI for RuPay Debit Card(EMV Chip & Magnetic Strip) manufacturing/personalisation	Documentary evidence to be provided.	Yes/No
2	Bids should be submitted by a single Bidder(No Consortium)	Self-certification.	Yes/No
3	The bidder should be a registered firm/ company and should have been in-operation.	Copy of the Registration/ certificate of commencement of Business	Yes/No
4	The Bidder should furnish the period of experience in manufacture/ personalization of cards.	Documentary evidence with copies of orders.	Yes/No
5	The Bidder must have provided cards to Banks / Financial Institutions/ Government agencies.	Details of the card services and Names of the banks/ Institutions/ Govt. agencies with Phone, E-Mail.	Yes/No
6	The Bidder should have its own manufacturing / personalization capacity.	Supported by documentary evidence.	Yes/No
7	The Bidder should have a Positive Net Worth during the last two financial years.	Financial statements or certificate from Chartered Accountant to be submitted.	Yes/No
8	The systems Bided should not violate any IPR.	Self-certification.	Yes/No



9	The Bidder should have not been blacklisted by any PSU Bank/ Government Departments.	Self-certification	Yes/No
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6.2 General details of the Bidder.

- 1) Name and Address of the Firm/ Company
- 2) Registered Address of the Firm/ Company
- 3) Year of Formation / Incorporation
- 4) Local / Contact Address
- 5) Contact Person a) Name: b) Designation: c) Phone: d) Fax: e) Cell No: f) E-mail
- 6) Sales Tax, Service Tax Registration Number, Income Tax PAN number if any.
- 7) Name and address of Company
- 8) Brief description of the main and subsidiary business line of the company.
- 9) No of Years of Experience of the company in Debit Card Plastics business.
- 10) Company's financial indicators for the last 3 years.

Particulars	FY2013-14	FY 2014-15	FY 2015-16
Total Sales/Turnover			
Turnover from supply of blank card plastics			
Profit after Tax			
Capital & Reserves			



7. TERMS AND CONDITIONS

7.1. Adherence to Terms and Conditions

The bidders who wish to submit responses to this 'Tender Document' should note that they should abide by all the terms and conditions contained in the 'Tender Document'. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. A line of confirmation to this effect is required along with Technical Proposal.

7.2. Payment:

The bank releases the 25% payment along with the Purchase Order and rest the payment to the successful Bidder shall be subjected to the performance/delivery of the services to the satisfaction of Bank for this purpose.

7.3. Validity of Contract:

The contract and the rates will be valid for three years from the date of execution of agreement. UPCB has the right to Purchase Additional Quantity of ATM Debit Cards at its sole discretion

7.4. Execution of Agreement:

The bidder should execute **(Annexure -A)** Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the 'UPCB' , **(Annexure- B)** Agreement and **(Annexure- C)** Non-disclosure Agreement

7.5. Other Terms and Conditions:

'UPCB' reserves the right to:

- Reject any and all responses received in response to the 'Tender Document'
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time.
- Extend the time for submission of all proposals.
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality).
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to 'Tender Document' by any bidder, with any other bidder(s) /others, in any form.
- Cancel the 'Tender Document' / Tender at any stage, without assigning any reason whatsoever.



Professionalism: The Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

Adherence to Standards: The Bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

The 'UPCB' reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

Expenses: It may be noted that Bank will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".

The bidder cannot change the 'Team Leader' during entire period of execution of the scope unless consented in writing by the Bank.

The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

The bidder is expected to quote for the prices of the services exclusive of taxes. All taxes and duties are extra.



8. Financial Bid

Financial Bid Letter

From:

(Registered name and address of the bidder.)

To:

**The Managing Director,
Uttar Pradesh Cooperative Bank Limited,
Head Office,
2, M.G. Marg, Hazratganj,
Lucknow – 226001,**

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, Bid to provide services/execute the works in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender UP COOP BANK/ATM Card/2016-17/02 Dated.....

We undertake to provide services/execute the above project or its part assigned to us in Conformity with the said bidding documents for an estimated sum of Rs.....(Total bid Amount in words and figures) in accordance with the schedule of prices attached herewith made by Uttar Pradesh Co-operative Bank Limited.

If our bid is accepted, we undertake to;

1. Provide services/ execute the work according to the time schedule specified in the bid document
2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which Remain binding upon us during the entire bid validity period and bid may be accepted anytime before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to

Place:

Date:

Bidder's signature

Seal



Price Schedule

Item (The Bidder may propose further details in the subheadings given below)	Total Unit Price excluding Taxes, Duties and other levies	Total Unit Price Including Taxes, Duties and other levies	Quantity	Amount in Rupees (inc. of all taxes)
Dual EMV Chip & Magnetic strip Rupay Debit Card with Pin Generation and Welcome Kit (<i>Non-Personalised Cards</i>)			30,000	

Note: Conditional price bid will be liable to rejected



Annexure-A

Service Level Agreement

1. The Data for Carding will be provided by our ASP (**M/s Sarvatra Technologies Pvt. Ltd.**) and it will be the responsibility of card printing vendor to get access for the same.
2. The cards are to be delivered in batches as per the data received. There should be an option of partial delivery.
3. The cards should be delivered to Bank within 6-8 weeks.
4. The quality check is to be done at the Bidder end. The Cards, which are not readable at ATM or POS, will be rejected. These cards will be processed and delivered to Bank within 7 working days.
5. The MIS report will be floated from Bidder to Bank, which will maintain the current status of carding. Any unusual observation or delay should be escalated in the MIS report.
6. The dispatch cost will be undertaken by the bidder.

Hi-co magnetic tape and EMV chip should be used for manufacturing the cards



Annexure-B

AGREEMENT

This Agreement (the “**Agreement**”) is entered into on this _____ day of 2016 at Lucknow.

By and between

M/S..... (hereinafter referred to as ‘**Vendor**’ which expression shall mean and include its successors and assigns) of the **FIRST PART**;

AND

The UP Co-Operative Bank Limited, a co-operative bank registered under Uttar Pradesh Co-operative Societies Act, 1965, and having its registered office 2, M. G. Marg, Hazratganj, Lucknow - 226001 (UP) (hereinafter referred to as ‘**Bank**’ which expression shall mean and include its successors and assigns) of the **SECOND PART**.

Vendor and Bank are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.



1. Objective

The 'UPCB' i.e. the Second Part wishes to select competent organization for providing "Dual (EMV Chip& Magnetic Strip Based) RUPAY Debit Card along with Data Maintenance at switch level, Card manufacturing, fulfilment, Pin mailer with Welcome Kit and Plastic Pouch".

2. Broad Scope of Work

- Designing of Dual (EMV Chip& Magnetic Strip) Rupay Debit Card Welcome Kit, Pin Mailer and Plastic pouch.
- Preparation of Welcome Kit for Dual (EMV Chip& Magnetic Strip) Rupay Debit Card.
- Preparation of Dual (EMV Chip& Magnetic Strip) Instant Rupay Debit Card
- It will be the responsibility of Card Printing vendor to provide complete solution related to card viz Card Printing, fulfilment, Plastic Pouch, Welcome Kit and dispatch.
- The entire process of Card Printing will be the sole responsibility of Card Printing Vendor which also includes getting access of database related to card from our ASP (Sarvatra Technologies Pvt. Ltd.). The vendor will also ensure all the security norms prescribed by NPCI (National Payment Corporation of India) and all the associated standard practice.

3. Card Quantity Requirement

S.No	Type	Variant	Quantity
1.	Dual (EMV Chip& Magnetic Strip) Rupay Debit Card	Non-personalised Card	30,000

4. Technical Specifications of Dual (EMV Chip& Magnetic Strip) Rupay Debit Card

The cards must be able to perform successful transactions on all NFS ATMs under NFS network operating rules and regulations.

Card Technical Specification

The RuPay Card should be EMV Chip and Magnetic Strip based. The Rupay Cards should be prepared as per the guidelines and specifications of the NPCI requirement which includes

Magnetic Stripe Specification

- Card Placement
- Size
- Font Size and Style
- Materials Type
- Card Dimensions
- Indenting, Encoding
- Printing and Color
- Signature Panel
- RuPay hologram Logo



- Data Capture on Card

EMV Chip Specification

- Chip Produced in India or Imported
- Compliant to ISO/IEC 7816 Standards
- Microprocessor based IC Card Minimum 16 KB EEPROM or higher
- Minimum 8 bit CPU
- RAM 6 KB
- Secure Hardware Crypto Coprocessor RSA /ECC, 3DES /3KTDES, AES
- Common Criteria (EAL): EMVCo and CC(EAL5+)
- Memory secure encryption for RAM, ROM and EEPROM
- Counter Measures against side channel attacks (SPA & DPA)
- Write Endurance:300000 cycles or more
- Data Retention:greater than 10 years
- Unique ID for each chip
- Operating System should be hard masked on ROM or Flash based
- Operating system should be Java 2.2.x or higher
- Platform should be Global Platform 2.1.x or higher version
- EMV Authentications Method Supported – DDA
- Support for EMV financial applications using Chip and PIN:
- VISA VSDC 2.8.1 or above for Visa cards, M/Chip 4 Select 1.1 or above for MasterCard and Latest version for RuPay cards
- Milling and embedding the chip on the card as per standards for RuPay card

Provide the Keys as per RuPay requirements and assist the bank in the key exchange process and bear all relevant cost for the same

5. TERMS AND CONDITIONS

5.1 Delivery of Cards:

- a. The delivery of the 30,000 Card along with Welcome Kit and Plastic Pouch will be made directly to the Uttar Pradesh Cooperative Bank Ltd., ATM Cell, 4th floor, Head office, 2- Mahatma Gandhi Marg, Hazratganj, Lucknow-226001, i.e. the Second Part.
- b. The vendor will supply cards as per rates given below:-

Sl. no.	Number of ATM cards	Rate per card(inclusive of all taxes)(Rs.)	Total amount(inclusive of all taxes)
1.	30,000		

- c. The firm will provide sample of ATM cards to bank for approval within 30 days from receiving of work order; which will be approved by the bank.



5.1.1 Payment Term:

Order The bank releases the 25% payment along with the Purchase Order and rest the payment to the successful Bidder shall be subjected to the performance/delivery of the services to the satisfaction of Bank for this purpose.

5.2 Validity of Contract:

The contract and the rates will be valid for three years from the date of execution of agreement. UPGB has the right to Purchase Additional Quantity of ATM Debit Cards at its sole discretion

5.3 Other Terms and Conditions:

The Second Party 'UPGB' reserves the right to:

- The Data for Carding will be provided by our ASP (M/s Sarvatra Technologies Pvt. Ltd.) and it will be the responsibility of card printing vendor i.e. the First Part to get access for the same.
- The cards should be delivered to Bank within 6-8 weeks from the date of receipt of the Work Order.
- The quality check is to be done at the Vendor end. The Cards, which are not readable at ATM or POS, will be rejected. These cards will be re-processed and delivered to Bank i.e. the Second Part within 7 working days from the date of handing over for reprocessing.
- The dispatch cost will be undertaken by the Vendor i.e. the First Part.

6 Indemnity

The vendor i.e. the First Part shall indemnify, protect and save the Bank i.e. the Second Part 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 (i) 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, (ii) breach of any of the terms or breach of any representation or warranty by the Vendor, (iii) 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. The Vendor shall further indemnify the Bank i.e. the Second Part against any loss or damage to the Bank's premises or property, Bank's data, 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 loss of data, 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 notifies the Vendor in writing immediately on 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's (and/or its customers' and vendors') rights, interest and reputation.



The First part i.e. the vendor should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated /used under Vendor provided software and since the Vendor would be managing the data centre, the Vendor should be responsible for loss / compromise or damage to Bank's i.e. the Second part data.

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

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

Indemnity would be limited to Hon'ble 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 Vendor shall not indemnify the Second Part 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 vendors of the Bank would be considered as a "direct" claim. (**Annexure-II**)

7 Service requirements

The performance of the vendor will be reviewed every month for quality of plastic cards and welcome kits and personalization parameters. The Second Part, Bank reserves the right to terminate the contract with immediate effect for poor quality performance. Non-compliance of any of the prescribed conditions would entitle the Second Part Bank to cancel the order anytime.

8. Warranty

The vendor should warrant against fading of the personalized details on the card and loss of data in the EMV Chip and Magnetic stripe for at least 5 years for the cards in circulation. This warranty shall be valid even after the termination of the agreement between the Second Part Bank and the vendor.

9. Confidentiality

The information given in this tender is confidential and is for use by the vendor to whom the tender has been issued. Each party, i.e. the Bank and the Vendor, shall treat the other party's information as confidential and will take necessary steps to prevent the disclosure of the other's confidential information to third parties. Both the parties will keep the contents of order/ Agreement confidential, including the price information.

10. Art Work



The Second Part Bank will have the right to change artwork at any time during the validity of contract at no extra cost. However, sufficient notice shall be given by the Bank to enable the vendor to exhaust its existing stock of cards.

11. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the vendor, i.e. Force Majeure.

For the purpose of this clause, 'Force Majeure' shall mean an event beyond the control of the vendor, due to or as a result of or caused by acts of God, Wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include the Vendor's fault or negligence or carelessness on the part of the Vendor, resulting in such a situation.

In the event of any such intervening Force Majeure, the Vendor shall notify the Second Part Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Vendor shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force Majeure.

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 three months, the Bank and the Vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of the Second part Bank shall be final and binding on the Vendor.

12. Termination

The Second Part Bank will reserve the right to terminate the contract/cancel the purchase order with one month's notice after giving reasonable opportunity to the vendor for improvement in the product and services. This reasonable period will not exceed more than 60days after a communication is sent to the vendor by the Bank to this effect.

13. Resolution of disputes and arbitration

The Second Part Bank and the Vendors shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank and designated representative of the Vendor. If designated Officer of the Bank and representative of Vendors are unable to resolve the dispute within a reasonable period as deemed fit by the Bank, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and Vendors respectively. In the case of lapse of a reasonable period as deemed fit by the Bank, after the commencement of such negotiations when both the parties are unable to resolve contractual dispute amicably, the Bank can refer the dispute or disagreement to formal arbitration by appointing a sole Arbitrator under the provisions of Arbitration & Conciliation Act, 1996. The arbitration will be in English. The venue for such Arbitration shall be Lucknow.



14. Applicable law and jurisdiction of court

The Contract with the selected vendors shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Lucknow.

**THE PARTIES HERETO PUT THEIR HAND AND SEAL ON DATE AND YEAR FIRST
HEREINABOVE MENTIONED.**

Vendor

Bank

**(Signature with company
seal and date of resolution)**

(Signature)

Name:-

Name:-

Title:-

Title:-

Witnessed By:

(Signature)

Name:-

Title:-



Annexure II – Letter of Indemnity

**The Managing Director,
U.P. Cooperative Bank Ltd.,
2-M.G. Marg, Hazratganj, Lucknow – 226001.**

Sir,

We refer to our quotation dated for Supplying Dual(EMV Chip & magnetic strip based) RUPAY debit card We, _____(Company) hereby undertake to indemnify U.P. Cooperative Bank Ltd. and agree to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc. The Bank undertakes to: (i) give prompt notice to the Vendor concerning the existence of the indemnifiable event; (ii) grant authority to the Vendor to defend or settle any related action or claim; and, (iii) provide, at the Vendor's expense, such information, cooperation and assistance to the Vendor as may be reasonably necessary for the Vendor to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of the Bank's right to indemnification and shall affect the Vendor's indemnification obligations only to the extent that the Vendor's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) the Bank may participate, at its own expense, in any defence and settlement directly or through counsel of its choice, and (ii) the Vendor shall not enter into any settlement agreement on terms that would diminish the rights provided to the Bank or increase the obligations assumed by the Bank under this Agreement, without the prior written consent of the Bank. If the Vendor elects not to defend any claim, the Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Vendor, and shall be entitled to deduct from payments to the Vendor such costs and expenses as may be incurred by the Bank provided however should the amount payable to the Vendor be insufficient to recover the expenses incurred by the Bank, the Vendor shall promptly reimburse the Bank for all costs, expenses, settlement amounts and other damages. In the event of any loss or damage on account of error in reconciliation, the Vendor shall be liable to the Bank for each such event and in respect of each occasion at which such event occurs. If the Bank is in a position to recover a part of or the entire amount of loss suffered by the Bank from its insurance claims and provided that the Vendor has reimbursed the Bank for the entire loss, the amount recovered by the Bank from the insurer shall be refunded to the Vendor. The Vendor is also liable to bear any losses for failure on part of the Vendor that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Vendor shall adequately compensate the bank for any loss occurred to the bank due to any system / procedure / service lacuna of the outsourced agency.

Yours faithfully

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory



Annexure - C

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on Lucknow on at Lucknow between **M/S Bidder.....** a company incorporated under the provisions of the Companies Act, 1956 and having its registered office, at..... (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) **AND**

Uttar Pradesh Co-operative Bank Ltd., a co-operative bank registered under UttarPradesh Co-operative Societies Act, 1956, and having its registered office at Mahatma Gandhi Marg, Lucknow - 226001. (Which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns).

(Hereinafter collectively referred to as the 'Parties' and individually referred to as the 'Party')

WHEREAS:

- (A) The Parties intend to enter into discussions with each other and execute work related to business of the company interlaid including but not restricts to IT Consultancy, Process Consultancy & Business Consultancy.
- (B) In order to proceed with the Purpose, the Parties have agreed to exchange certain Confidential Information (hereinafter defined) concerning the Purpose and agree to provide and to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

DEFINITIONS AND INTERPRETATION

DEFINITIONS

The following definitions apply unless the context requires otherwise.



“**Affiliates**” means an entity which, directly or indirectly, owns, is owned by or is under common ownership with an entity, where ownership means at least fifty percent (50%) of the voting power of securities or interests in such entity.

“**Approved Persons**” means:

- (a) the officers or employees of the Receiving Party;
- (b) such other Representatives of the Receiving Party who are approved in writing by the Disclosing Party; and
- (c) in respect of the Parties, the officers or employees of any Affiliate of either Parties,

In each case, who need the information for the Purpose on a strict ‘need to know’ basis.

“**Confidential Information**” of a Disclosing Party means all Information:

Relating to the Disclosing Party or the business, technology or other affairs of the Disclosing Party;

Relating to any Affiliate of the Disclosing Party or the business, technology or other affairs of the affiliate.

Including, without limitation:

Information which is designated or indicated as being the proprietary or confidential information of the Disclosing Party, any of its Affiliates or third party to whom the Disclosing Party owes an obligation of confidentiality; and Trade secrets or information which is capable of protection at law or equity as confidential information,

Whether that information was disclosed:

Orally, in writing or in electronic or machine readable form; Before, on or after the date of this Agreement; or By the Disclosing Party, any of its Approved Persons or Representatives, any of its Affiliates, any of its Affiliate's Representatives or by any other third person, But excludes Permitted Disclosures

“**Disclosing Party**” means the party disclosing its Confidential Information.



“**Information**” includes, but is not limited to, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to released or unreleased products, their specifications, functions and capabilities, systems and designs, pricing information, customers, sales and marketing information, financial or accounting information, financial arrangements with customers or suppliers or terms of business with customers or suppliers.

‘**Permitted Disclosures**’ means all Information

- I. Which is in or becomes part of the public domain other than through breach of an obligation of confidence owed to the Disclosing Party;
- II. Which was already known to the Receiving Party at the time of disclosure (other than if such knowledge arose from disclosure of information in breach of an obligation of confidentiality) or was independently developed by the Receiving Party or its Affiliates (as evidenced by records in its or their possession); or
- III. Which the Receiving Party acquires from a third party entitled to disclose it.
- IV. This Agreement does not apply to any Confidential Information of a Disclosing Party which is required to be disclosed under any law or any order of any court, tribunal, authority or regulatory body, but only to the extent necessary to comply with that law or order.

“**Receiving Party**” means the party receiving Confidential Information.

“**Representative**” of a party includes an employee, agent, officer, director, advisor or sub-contractor of that party.



INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

The singular includes the plural and conversely.

A gender includes all genders. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.

A reference to a Clause, Schedule or Annexure is to a clause of or schedule or annexure to this Agreement.

A reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns.

A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time.

DISCLOSURE LIMITATION

All information disclosed by the Disclosing Party under this Agreement is disclosed in good faith, but nothing in this Agreement obliges any party to disclose any particular information to the other party or its Representatives. Each Party has an absolute discretion as to the information which it chooses to disclose.



OBLIGATION OF CONFIDENCE

DISCLOSURE RESTRICTIONS

Each Party agrees that it will:

Take all action necessary to maintain the confidential nature of the Confidential Information of the Disclosing Party;

not disclose any Confidential Information of the Disclosing Party to any person other than Approved Persons, who have complied with Clause 0, nor will it use, copy or reproduce any of the Confidential Information of the Disclosing Party for any purpose other than the Purpose;

Establish and maintain effective security measures to safeguard Confidential Information of the Disclosing Party from unauthorised access or use and to use the same degree of care as it uses to protect its own highly confidential information or which a prudent person would use to protect their highly confidential information (whichever standard is the greater);

Immediately notify the Disclosing Party of any suspected or actual unauthorised use, copying or disclosure of Confidential Information of the Disclosing Party; and

Not disclose any Confidential Information to any person which is a competitor of the Disclosing Party or to any person who is a Representative of such a competitor.

- (f) It will not copy, reverse engineer, de-compile or disassemble any Confidential Information except as authorized by Disclosing Party in writing.

APPROVED PERSONS

The Receiving Party shall not disclose any Confidential Information to any Approved Person except: in the case of Approved Persons who are employees or officers of the Receiving Person or any of its Affiliates, where that employee or officer is subject to a written confidentiality agreement or undertaking to keep confidential the Confidential Information disclosed to the Receiving Party under this Agreement; and for all other Approved Persons, where that Approved Person has signed a confidentiality agreement with the Disclosing Party, in such form as the Disclosing Party may reasonably require.



The Receiving Party must ensure that the Approved Persons (whether or not still employed or engaged in that capacity) do not do or omit to do anything which, if done or omitted to be done by the Receiving Party, would be a breach of the Receiving Party's obligations under this agreement.

NOTICE OF PERMITTED DISCLOSURE

Before the Receiving Party discloses any Confidential Information of the Disclosing Party under any law or order of the kind referred to in Clause 1.1 that Party must provide the Disclosing Party with:

Notice to enable it to seek a protective order or other remedy; and

All assistance and cooperation which the Disclosing Party considers necessary to prevent disclosure of the Confidential Information

INTELLECTUAL PROPERTY

The Receiving Party acknowledges that:

The Confidential Information of the Disclosing Party constitutes valuable and proprietary information of the Disclosing Party;

and

Nothing in this Agreement shall be deemed to convey to the Receiving Party any right, title or interest in or to the Confidential Information of the Disclosing Party, other than permission to use the Confidential Information of the Disclosing Party in accordance with this Agreement.

NO LICENSE:

Nothing in this Agreement is intended to grant any right to the Receiving Party in respect of the IPR in the Disclosing Party's Confidential Information, nor shall this Agreement grant the Receiving Party any rights in to upon or in respect of the Disclosing Party's Confidential Information, except the limited right to use such Confidential Information under instructions from the Disclosing Party.



INJUNCTIVE RELIEF

DAMAGES MAY BE INSUFFICIENT

The Receiving Party acknowledges that damages may not be sufficient remedy for the Disclosing Party for any breach of this agreement and the Disclosing Party may be entitled to specific performance or injunctive relief, as appropriate, as a remedy for any breach or threatened breach of this agreement, in addition to any other remedies available to Disclosing Party at law or in equity.

CONSENT TO INJUNCTION

The Receiving Party consents to the Disclosing Party seeking and obtaining an ex parte interlocutory or interim injunction to prohibit or restrain the Receiving Party or any of its Representatives from any breach or threatened breach of this Agreement.

RETURN OF CONFIDENTIAL INFORMATION

REQUIREMENTS

Each Receiving Party agrees to either:

Deliver to the Disclosing Party;

or

Destroy and certify the destruction by statutory declaration made by a senior executive officer of the Receiving Party of,

all reports, memoranda, documents and other materials in any medium in the possession, power or control of that party or any of its Representatives which contain, incorporate or refer to any Confidential Information of the Disclosing Party (whether or not those documents and other materials were created by that party or any of its Representatives) on the earlier of:

Demand by the Disclosing Party; and

The time the documents and other materials are no longer required for the Purpose.



NO RELEASE

Return or destruction of the reports, memoranda, documents and other materials referred to in Clause 0 by a party does not release that party or its Representatives from their obligations under this Agreement.

indemnity

- (a) Each party indemnifies the other party against all liability or loss arising directly or indirectly from, and all costs, charges and expenses incurred in connection with:
- (b) Any breach by the party of this Agreement; or Any intentional or reckless act or omission by any of the party's officers or employees which, if done or omitted to be done by the party, would be a breach of the party's obligations under this Agreement

TERM OF OBLIGATIONS

The obligations of the parties under this agreement shall survive for a period of 5 years from the date of this agreement.

EXCLUSION OF OTHER RELATIONSHIPS

This Agreement does not represent, and in no way implies:

- a. A partnership, joint venture or other commercial relationship between the parties;
- b. An authorisation for either party to act as the agent or representative of the other party;
- c. An encouragement to either party to expend funds or other resources in the development of products or services

MISCELLANEOUS

NOTICES

A notice, consent, request or any other communication under this agreement must be in writing and must be left at the address of the addressee, or sent by prepaid post (airmail if posted to or from a place outside India to the address of the addressee specified in this agreement or sent by facsimile to the facsimile number of the addressee shown in this Agreement. A notice, consent, request or any



other communication is deemed to be received:

If by delivery, when it is delivered;

If a letter, three days after posting (seven, if posted to or from a place outside Singapore); and

if a facsimile, at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient.

CUMULATIVE RIGHTS

The rights, powers and remedies of a party under this agreement are cumulative with the rights, powers or remedies provided by law or equity independently of this agreement.

EXERCISE OF RIGHTS

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy.

WAIVER AND VARIATION

A provision or a right under this agreement may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.

SEVERABILITY

If any part or a provision of this agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement will continue to operate.

GOVERNING LAW AND JURISDICTION

The laws of India govern this agreement. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Lucknow, India.

WARRANTY OF AUTHORITY

Each person signing this Agreement on behalf of a party warrants that they have the authority to sign this agreement on behalf of that party.



THE PARTIES HERETO PUT THEIR HAND AND SEAL ON DATE AND YEAR FIRST HEREINABOVE MENTIONED.

Bidder

Bank

(Signature)

(Signature)

Name-

Name –

Title -

Title-

Witnessed by:

(Signature)

Name-

Title -



Annexure-D

(DECLARATION FORMAT TO BE SUBMITTED BY ALL BIDDERS)

DECLARATION LETTER:

We _____ hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document Ref no COOP BANK/ATM Card/2016-17/02dated

We certify that the Bid Bided by us conform to the Requirement Specifications stipulated in the RFP for supply of Dual (EMV Chip & Magnetic Strip) Rupay Debit Card with welcome kit.

The following documents/items are enclosed –

S.no	Criteria	Documents	Please tick
1	The bidder should be approved from NPCI for RuPay Debit Card(EMV Chip & Magnetic Strip) manufacturing/personalisation	Documentary evidence to be provided.	Yes/No
2	Bids should be submitted by a single Bidder(No Consortium)	Self-certification.	Yes/No
3	The bidder should be a registered firm/ company and should have been in-operation.	Copy of the Registration/ certificate of commencement of Business	Yes/No
4	The Bidder should have experience in manufacture/ personalization of cards.	Documentary evidence with copies of orders.	Yes/No
5	The Bidder must have provided cards to Banks / Financial Institutions/ Government agencies.	Details of the card services and Names of the banks/ Institutions/ Govt. agencies with Phone, E-Mail.	Yes/No
6	The Bidder should have its own manufacturing / personalization capacity.	Supported by documentary evidence.	Yes/No
7	Bidder should have ISO 9001 security certification.	Support by documentary evidence.	Yes/No
8	The Bidder should have a Positive Net Worth during the last two financial years.	Financial statements or certificate from Chartered Accountant to be submitted.	Yes/No



9	The systems Bided should not violate any IPR.	Self-certification.	Yes/No
10	The Bidder should not have been blacklisted by any PSU Bank/ UP Government.	Self-certification	Yes/No
11	Tender Document Fees	DD favoring "The Uttar Pradesh Co-operative Bank Limited", payable at Lucknow.	Yes/No
12	Earnest Money Deposit (EMD)	Demand Draft as Bid security for the value mentioned in RFP.	Yes/No

Signature of the Authorised Signatory with date & seal

(Full name and Designation of Authorised Signatory)

Company Name and Address

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