

**TENDER DOCUMENT**  
**For**

**“RuPay Debit Card/ Kisan Credit Card / RuPay EMV Chip card ”**



**Tender Document No: COOP BANK/ATM Card/2014-15/05**

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, Lucknow – 226001 Uttar Pradesh**



### CRITICAL INFORMATION

#### Summary

1. The TENDER DOCUMENT is posted on website [www.upcbl.in](http://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

<b>Sr. No</b>	Bid Reference No. : UP COOP BANK/2014-15/	
<b>1.</b>	Purpose	<b>"Rupay Debit Card/ Kisan Credit Card/ RuPay EMV Chip card"</b>
<b>2.</b>	Cost of Tender	Rs.5,000/- (Rupees Five Thousand Only) To be submitted as Demand Draft in favour of "he Uttar Pradesh Co-operative Bank Limited", payable at Lucknow.
<b>3.</b>	Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lac Only) To be submitted as Demand Draft in favour of "he Uttar Pradesh Co-operative Bank Limited", payable at Lucknow.
<b>4.</b>	No. of Envelopes (Non-window, Sealed) to be submitted	<b>Two (2) Envelopes</b> <b>Envelope 1 Containing:</b> 1. Technical Bids as per Section 5. (Submit 1 hard copy and 1 soft copy in CD) 2. DD towards cost of tender & EMD. <b>Envelope 2 Containing:</b> 3. Financial bid as per Section 8 (Only one bid to be kept).
<b>5.</b>	Date of commencement of Tender	11 <sup>th</sup> October 2014
<b>6.</b>	Date /time/ Place of pre-bid meeting	21 <sup>st</sup> October 2014 Time: 1:00 PM, U.P Co-operative Bank Limited,(Head Office) 9th Floor, Meeting Hall,Mahatma Gandhi Marg, Lucknow – 226001
<b>7.</b>	Last Date and Time of Submission	10 <sup>th</sup> November 2014; 4:00 PM
<b>8.</b>	Venue, Date and Time of Opening of Bids, except Financial Bids.	At 4:30 PM, on Last Date of Bid Submission(10 <sup>th</sup> November 2014), U.P Co-operative Bank Limited (Head Office) 9th Floor, Meeting Hall Mahatma Gandhi Marg, Lucknow – 226001
<b>9.</b>	Bid Validity	1 Year from the Date of Finalisation of tender
<b>10</b>	Address for Submission of Bids	The Managing Director U.P Co-operative Bank Limited 2 Mahatma Gandhi Marg, Lucknow – 226001
	<b>Contact Persons:</b> Name Designation Phone E-mail	Mr. Kapil Dev Pathak AGM(IT) 07525006046 Upcb.lucknow@gmail.com



## 2. INTRODUCTION AND DISCLAIMERS

### 2.1. Purpose of Tender Document

The purpose of Tender Document is to short list Bidder for providing RUPAY Debit Card, Kisan Credit Card and RuPay EMV chip card along with 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  
Mahatma Gandhi Marg,  
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 at least 3 months 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 **Rupay Debit Card /Kisan Credit Card / RuPay EMV Chip card along with Welcome Kit** Nominated Point of Contact person:



**Contact** : Kapil Dev Pathak  
**Position** : AGM (IT)  
**Email** : upcb.lucknow@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 39 – 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 Cooperative Credit Societies 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.

#### 3.3. District Central Co-operative Banks (DCCBs)

There are 50 DCCBs in the state of UP. The main objective is to provide agriculture (STCCS) in form of cash and fertilizer inputs through their affiliated PACS. There are 1349 no of branches in the state with 7479 PACS affiliated to them. DCCBs mobilize their resources through deposits and by obtaining refinance from NABARD through APEX bank. They also exercise financial discipline over the affiliated societies and ensuring smooth flow of credit. The DCCBs also provide loans to diversified sectors e.g. Salary earner societies, sugar mills, consumer durables, personal loan, taxi loan etc... .

The main aim of DCCBs is to keep their cost of fund at the minimum and earning from the interest at the highest to increase their financial margin.





**3.4. Primary Agriculture Credit Societies (PACS)**

There are 7479 PACS in the state of UP. The PACS are lower tier of 3 tier STCCS delivery system. The main function of PACS is to provide crop loan to its member in form of cash & kind (Agriculture inputs). Their main source of fund is borrowing from DCCBs by which they are affiliated. They also take deposits from the members. They also act as purchase centre for various crops (Wheat, Paddy, etc...).

**3.5. Present IT setup:**

Cooperative banks come under 3 tier Short Term Cooperative Credit Structure. There are 50 DCCBs in the state of UP with its around 1349 branches and One Apex Cooperative bank at state level (UPCB) with its 27 branches under Core Banking Solution of M/s Magasoft and Switching Services for NPCI connectivity with M/s Sarvatra Technologies Private Limited. All the 15 DCCBs have been covered under CBS System. Each bank has its own Data centre thus 15 independent data centres are there in the state. 12 DCBs are under UPCB ASP model and 7 DCBs are on NABARD ASP model thus 34 Licensed DCBs out of 50 DCBs are on CBS platform.



## 4. REQUIREMENTS

### 4.1. Objective

The 'UPCB' wishes to appoint competent organization for assisting the Bank in providing Rupay Debit Card, Kisan Credit Card and RuPay EMV chip card along with Welcome Kit.

### 4.2. Broad Scope of Work

- Designing of Rupay Debit Card, Kisan Credit Card and RuPay EMV chip and Welcome Kit.
- Preparation of Welcome Kit for Rupay Debit Card, Kisan Credit Card and RuPay EMV chip card.
- Personalisation of Rupay Debit Card and Kisan Credit Card and RuPay EMV chip cards.

### 4.3. Card requirement

Sr.No	Type	Variant	Quantity( Tentative number might vary as per Banks requirement
1	RuPay	Kisan Credit card	5 Lakhs
2	RuPay	Debit card	5 Lakhs
3	RuPay	EMV Chip ( Debit) card	0.50 Lakhs



**Technical Specifications of Rupay Kisan Card/ Rupay Debit Card/EMV Chip card**

Sr. No	General Technical Specifications	Compliance (Yes/No)
1.	<b>Rupay Card Details</b>	
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 Kisan 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 RuPay Debit Card, RuPay Kisan Card.	
2.	<b>Issuance of Card / Welcome Kit</b>	
	<b>Instant Rupay Debit cum ATM Cards:</b> The Bank Bids RuPay Card Welcome Kit to their customers, containing Card, Welcome Letter and Instruction manual. The PIN mailer 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.	<b>Delivery of Cards:</b> The process of delivery of the Card with Welcome Kit is routed from their Head Office. The banks 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.	<b>Printing of Cards:</b> The bank wants to out sourcing the entire activity of printing the card along with the Welcome Kit.	



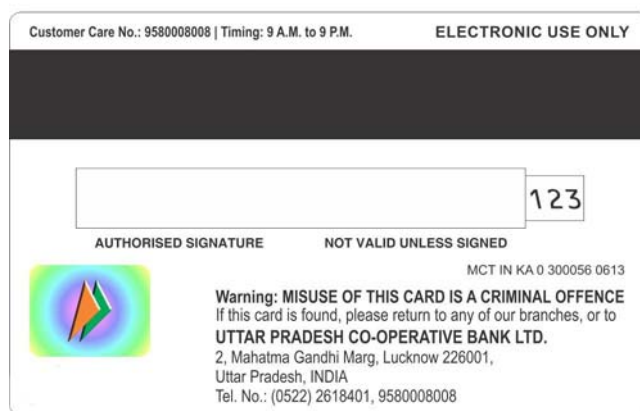
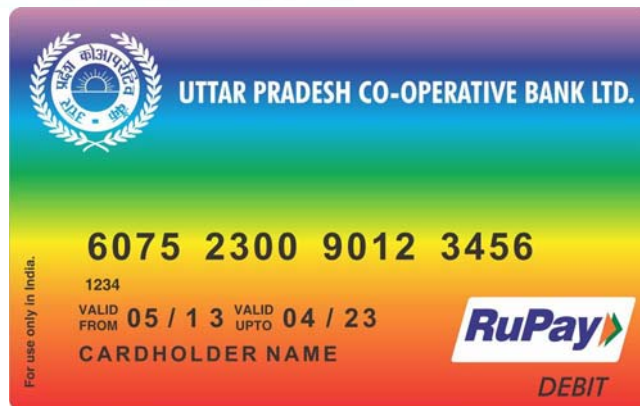
5.	<b>Rupay Debit card Technical Specification</b>	
	<p>a. The Rupay Debit Card should be Magnetic Strip. The Rupay Cards should be prepared as per the guidelines and specifications of the NPCI requirement which includes</p> <ul style="list-style-type: none"> <li>▪ Card Placement</li> <li>▪ Size</li> <li>▪ Font Size and Style</li> <li>▪ Materials Type</li> <li>▪ Card Dimensions</li> <li>▪ Indenting, Encoding</li> <li>▪ Printing and Color</li> <li>▪ Signature Panel</li> <li>▪ RuPay hologram Logo</li> <li>▪ Data Capture on Card</li> </ul>	
	<p>b. The Rupay Card Design should be as per the requirement of the Bank and NPCI guidelines.</p>	
6.	<b>Rupay EMV Chip ( Debit) card Technical Specification</b>	
	<p>a. The Rupay EMV Chip will have the following specification apart from Magnetic strip.</p> <p>CPU 16bit EEPROM 16 Kbytes Data Retention Min. 30 Years Endurance Cycle 500,000 Erase/Write cycles endurance typical at 25 °C Supply Voltage 1.62V to 5.5V supply voltage ranges External Clock Up to 10 MHz Internal Clock Up to 28 MHz Operating Temperature Contact : -25 ~ +85 °C ESD Contact : Over 5kV (HBM) Certification : EMVCo / CC(EAL5+)</p>	
	<p>b. The Rupay EMV Chip card Design should be as per the requirement of the Bank and NPCI guidelines.</p>	
7.	<b>Welcome Kit Specification</b>	
	<p>a. Welcome Letter</p> <p>Size: A4</p> <p>Paper: Maplitho paper, 100 gsm</p> <p>Presswork: 4 + 4 colour process on front and back</p> <p>Finishing: 2 fold, Cut to Size</p>	



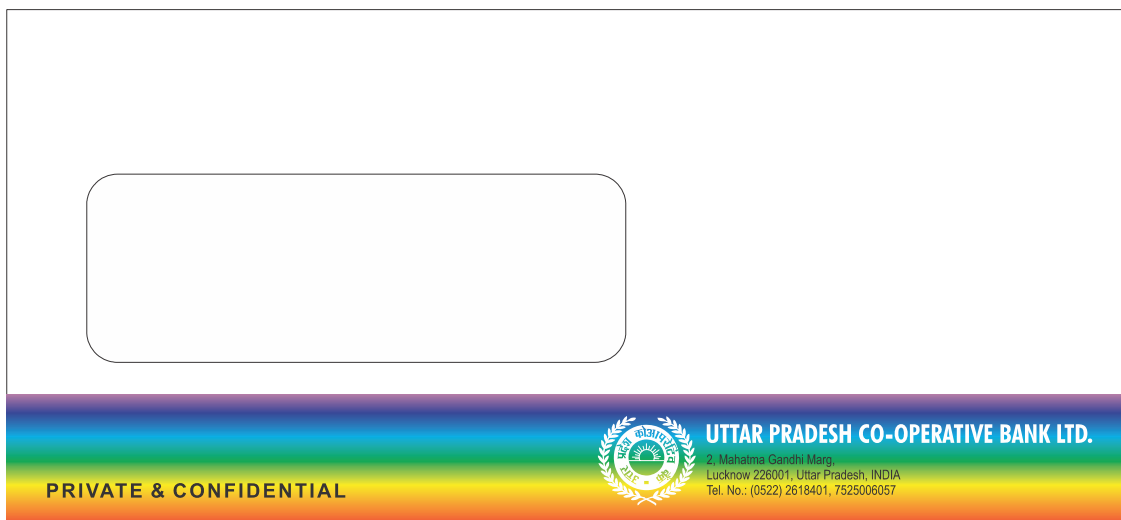
	b.	Window Envelope Size: Close – 12.5 X 23.5 cm / Open – 26.5 X 29.5cm Paper: Maplitho, 130 gsm Presswork: 4 colour on front Finishing: Die cutting + Pasting + Lamination on outer side+ peal and seal on flap	
	c.	Instruction Manual / User Guide Size: A4 Paper: Maplitho paper, 100 gsm Presswork: Single colour process on front and back Finishing: 2 fold, Cut to Size	
8.	Printing of Card,Welcome Kit,		



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




### RuPay Debit Card





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

### Welcome Kit Envelope

**UTTAR PRADESH CO-OPERATIVE BANK LTD.**

**STRICTLY PRIVATE & CONFIDENTIAL. TO BE OPENED BY ADDRESSEE ONLY.**

UTTAR PRADESH CO-OPERATIVE BANK LTD.  
ATM Card Cell, 4th Floor, Kisan Sahkari Bhawan, 2 - Mahatma Gandhi Marg, Lucknow 226001, Uttar Pradesh, INDIA  
Tel. No.: (0522) 2623806, 2624972, 4151200

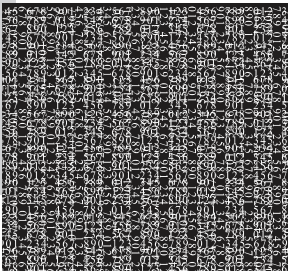
*If undelivered please return to:*

### PIN Mailer Envelope

Carbon patch  
(on reverse side)

**Private and Confidential**

Dear Customer,  
Your Personal identification Number (PIN) is printed on the next sheet of paper. Please tear off as indicated on right side of this envelope to read your PIN. You will have to enter this PIN on ATM terminal for accessing your Account.



To prevent misuse, please

- Destroy this after memorising PIN number.
- Do not write this number on your card.
- Do not keep this number with your ATM card.
- In the event that this form is not received by you in a sealed condition, please contact our ATM card cell, or Your Branch Manager.

PLEASE TEAR OFF HERE.

### PIN Mailer





## User Guide

**UTTAR PRADESH CO-OPERATIVE BANK LTD.**  
3, Mahatma Gandhi Marg,  
Lucknow 226001, Uttar Pradesh, INDIA  
Tel. No. : (0522) 2618401, 7525006057

### Guidelines & Safety Tips for your RuPay Debit Card

**Before you begin using your card ...**

- Sign on 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 NFS 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 **7525006057** and **(0522) 2618401** between **9 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 stripes 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 anybody (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 taking help from anyone under any circumstance at an ATM.
- Never let anyone see 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 stripe 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 NFS network. Look for RuPay logo displayed at the ATM. This logo indicates that the ATM is in the NFS 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 it back. If the ATM has a motorized 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:** Next, 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 Cast, Cash Withdrawal, Balance Enquiry, Mini Statement, Change PIN. Select your desired transaction and follow the instructions.

**Step 5:** In case of cash withdrawals 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 motorized card reader, collect your card as soon as it is 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.

**Note:**

- You can withdraw cash minimum of Rs. 100/- to the maximum limit prescribed for the type of your account. Please go through the **Tariff Sheet** for the charges applicable.
- Enter your PIN properly at the ATM. If you enter a wrong PIN three times repeatedly, your card will get blocked for the day. In such a situation, contact the bank immediately.
- Bank will not be held responsible for any unauthorised transactions on the card.
- **IMPORTANT:** As per RBI mandate, any cash left behind in the ATM tray will not be taken back by the ATM. Uncollected cash can be taken by the next person using the ATM. Bank will not be liable for any financial loss.

### Card Usage at Merchant Establishments

**Step 1:** Present your card to the Merchant Establishment displaying RuPay logo.

**Step 2:** The merchant will swipe it through the POS terminal and enter the amount of your purchase.

**Step 3:** You will be presented the PIN pad. Enter the same PIN which you use at an ATM to withdraw money.

**Step 4:** The POS terminal will process your transaction by debiting your account with Uttar Pradesh Co-operative Bank Ltd. with the purchase amount (subject to availability of funds in your account) and print a charge slip.

**Step 5:** Verify the amount on the charge slip and sign on the merchant copy.

**Step 6:** The merchant will return the customer copy of the charge slip and your card.

### Know your Debit Card

**Personal Identification Number (PIN):** Confidential 4-digit number for using your card on 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 correspondences with your bank.
- 2. Your Name:** Only you are authorised 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 an Insta 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 here. 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. CVD2:** 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 CNP (card-not-present) transactions. Cardholder needs to communicate this number for all e-commerce transactions.

### Terms & Conditions

#### RIGHTS

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

#### Tariff Charges

CHARGES	Financial (Cash Withdrawal)	Non-Financial (Balance Inquiry, PIN Change, Mini Statement)
<b>Uttar Pradesh Co-op. Bank Ltd. ATM</b>	Free	Free
<b>Other Bank's ATM</b> First 5 transactions of the month (including financial & non-financial)	Free	Free
<b>Other Bank's ATM</b> After first 5 transactions of the month (including financial or 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. 50,000/-

#### FEES

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





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

## 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.: 9580008008  
and (0522) 2618401  
Timing: 9 A.M. to 9 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 Rupay Cards”.
- c. The envelope containing Technical Bid should also contain One Demand Draft for Rs.5,000/- (Rupees Five Thousand Only) for Tender Fee and Rs.1,00,000/- (Rupees One Lac Only) for EMD.
- d. The DD should be drawn in favour of “The Uttar Pradesh Cooperative 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 Rupay 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.

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, expect 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 at least six (6) months 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:

**Technical Score:**

<b>Bidder Turn Over in FY: 2012- 2013</b>	
50 Crores	5 marks
75 Crores	7.5 marks
100 Crores	10 marks
<b>Bidders experience in card manufacturing</b>	
5 years	5 marks
7 years	10 marks
<b>Volume of PVC/PETG cards manufacturing and certainly personalized during last 2 years</b>	
10 lakhs	5 marks
50 lakhs	7.5 marks
1 Crore	10 marks
<b>Valid VISA/MASTERS/RuPay certificate for personalization.</b>	10 marks
<b>Experience in centralized card personalized for a single project.</b>	
Upto 1 crore cards	5 marks
More than 1 Crore cards	10 marks
<b>Description of project Plan. Methodology, Understanding and implementation.</b>	50 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 favouring “The Uttar Pradesh Co-operative Bank Limited”, payable at Lucknow.
  - d. Documentary evidence towards proof of eligibility criteria.
  - e. Declaration Letter ( **Annexure C**)
  - f. General Details of the Bidder. **(6.2)**
  - g. Copy of Certificate for manufacturing of VISA, MASTERS and RuPay Magstripe card.
  - h. List of card manufacturing machinery and personalization machinery.
  - i. Demand Draft or Bank Guarantee 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 B**)
- 
- 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, The Uttar Pradesh Cooperative Bank Limited, Vidhan Sabha Marg, Lucknow – 226001”**.
  - iv. The bids (arranged as mentioned above) are to be submitted to the Managing Director, UP CB, 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 to meet 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	Bids should be submitted by a single Bidder( No Consortium)	Self-certification.	Yes/No
2	The bidder should be a registered firm/ company and should have been in-operation for at least 3 years as on date of RFP.	Copy of the Registration/ certificate of commencement of Business	Yes/No
3	The Bidder must be a manufacturer of VISA, MASTER EMV and RuPay Cards.	Documentary evidence to be provided.	Yes/No
4	The Bidder should have at least 5 years' experience in manufacture/ personalization of cards.	Documentary evidence with copies of orders.	Yes/No
5	The Bidder must have provided cards to minimum 10 Banks/ Financial Institutions/ Government agencies.	Details of the card services and Names of two banks/ Institutions/ Govt. agencies with Phone, E-Mail.	Yes/No
6	The Bidder should have VISA/ Master card certification for card manufacturing and Personalisation.	Documentary evidence of the certification.	Yes/No
7	The Bidder must be RuPay certified for card manufacturing and Personalisation.	Documentary evidence of the certification.	Yes/No





8	The Bidder should have internal control and audit measures in place.	Copy of latest Audit Report.	Yes/No
9	The Bidder should have its own manufacturing / personalization capacity of a minimum of 500,000 a month and should be able to scale it to 1 million a month, if required.	Supported by documentary evidence.	Yes/No
10	Bidder should have ISO 9001 security certification.	Support by documentary evidence.	Yes/No
11	The Bidder should have a Positive Net Worth during the last two financial years and have an annual turnover of at least Rs.25.00 Crores during any 2 of last 3 years.	Financial statements or certificate from Chartered Accountant to be submitted.	Yes/No
12	The systems Bided should not violate any IPR.	Self-certification.	Yes/No
13	The Bidder should not have been blacklisted by any PSU Bank/ UP Government.	Self-certification	Yes/No
14	The Bidder should have experience in the manufacture of PVC cards.	Supported by documentary evidence.	Yes/No

## 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. (Provisional figures for 2013-14 if audit is not completed, duly certified by auditors)

Particulars	FY2011-12	FY 2012-13	FY 2013-14
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.

### 7.3. 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' and (Annexure- B) Non-disclosure Agreement

### 7.4. 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,  
The Uttar Pradesh Cooperative Bank Limited,  
Vidhan Sabha Marg, 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 COOP BANK/ATM Card/2014-15/05 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 any time 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**

<b>Sr. No</b>	<b>Item</b> (The Bidder may propose further details in the subheadings given below)	<b>Total Unit Price</b> excluding Taxes, Duties and other levies	<b>Total Unit Price</b> Including Taxes, Duties and other levies
1.1	Rupay ATM cum Debit Card with Pin Generation and Welcome Kit ( <i>Non-Personalised Cards</i> )		
1.2	Rupay Kisan Credit Card with Pin Generation and Welcome Kit (As per NABARD and NPCI guide lines)		
1.3	Rupay EMV Chip ATM cum Debit Card with Pin Generation and Welcome Kit		



### **Annexure-A**

#### **Service Level Agreement**

1. The Data for Carding will be sent by Bank to Vendor.
2. The cards should be manufactured and packed in the same sequence in which Bank has shared the carding data.
3. The cards are to be delivered in batches as per the data received. There should be an option of partial delivery.
4. The cards should be delivered to Bank within 4 weeks after sending the data to Bidder. There should be minimum batch size concept
5. The quality check is to be done at the Bidder end. The Cards, which are not readable at ATM or POS, will be rejected and new data will be sent back to the bidder for free replacement. These cards will be processed and delivered to Bank within 7 working days.
6. 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.
7. Proper dispatch documents should be sent along with the cards consignment to avoid any legal disputes such as Octroi.
8. After the cards are manufactured and dispatched to bank, data should be deleted from the Bidder's work station and server.
9. The invoice for the personalization and fulfillment will be raised by Bidder on monthly basis & will be sent to Bank in the first week of the month only.
10. The dispatch cost will be undertaken by the Bank as per actuals.

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



## **Annexure - B**

### **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 Uttar Pradesh 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-C**

#### ***(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/2014-15/05 dated 11.10.2014

We certify that the Bid Bided by us conform to the Requirement Specifications stipulated in the RFP for supply of RuPay Classic Magstripe Debit Cards and RuPay EMV chip cards.

The following documents/items are enclosed –

<b>Documents</b>			<b>Please tick</b>
1	Bids should be submitted by a single Bidder( No Consortium)	Self-certification.	Yes/No
2	The bidder should be a registered firm/ company and should have been in-operation for at least 3 years as on date of RFP.	Certificate of the Incorporation and Certificate of commencement of Business issued by the Registrar of companies	Yes/No
3	The Bidder should have at least 5 years' experience in manufacture/ personalization of cards.	Documentary evidence with copies of orders.	Yes/No
4	The Bidder must have provided cards to minimum 10 Banks/ Financial Institutions/ Government agencies.	Details of the card services and Names of two banks/ Institutions/ Govt. agencies with Phone, E-Mail.	Yes/No
5	The Bidder should have VISA/ Master card certification for card manufacturing and Personalisation.	Documentary evidence of the certification.	Yes/No
6	The Bidder must be RuPay certified for card manufacturing and Personalisation.	Documentary evidence of the certification.	Yes/No
7	The Bidder should have internal control and audit measures in place.	Copy of latest Audit Report.	Yes/No



8	The Bidder should have its own manufacturing / personalization capacity of a minimum of 500,000 a month and should be able to scale it to 1 million a month, if required.	Supported by documentary evidence.	Yes/No
9	Bidder should have ISO 9001 security certification.	Support by documentary evidence.	Yes/No
10	The Bidder should have a Positive Net Worth during the last two financial years and have an annual turnover of at least Rs.25.00 Crores during any 2 of last 3 years.	Financial statements or certificate from Chartered Accountant to be submitted.	Yes/No
12	The systems Bided should not violate any IPR.	Self-certification.	Yes/No
13	The Bidder should not have been blacklisted by any PSU Bank/ UP Government.	Self-certification	Yes/No
14	The Bidder should have experience in the manufacture of PVC cards.	Supported by documentary evidence.	Yes/No
15	Tender Document Fees	DD favoring "The Uttar Pradesh Co-operative Bank Limited", payable at Lucknow.	Yes/No
16	Earnest Money Deposit (EMD)	Demand Draft or Bank Guarantee issued Bank other 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 -----