



UCO BANK

Department of Information Technology
H.O. – 2, 3 & 4 DD Block, Sector – 1,
Salt Lake, Kolkata – 700064

REQUEST FOR PROPOSAL (RFP) For Supply, Printing and Personalisation of 20 Lacs VISA ATM/Debit Cards

RFP REF No. : DIT-1136/2011-12
Date : 12/08/2011

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

This document is prepared by UCO Bank for its VISA Cards requirements. It should not be reused or copied or used either partially or fully in any form.

Bid Details – Control Sheet Table		
1.	Date of commencement of sale of Bidding Document	12-08-2011
2.	Last date and time for sale of Bidding Documents	12-09-2011 2.30 PM.
3.	Queries, if any, to be communicated by the bidders	25-08-2011
4.	Last date, time & Venue for submission of Bid Documents	12-09-2011 4.00 PM at : UCO Bank , Head Office – 2 Department of Information Technology(DIT), 5th Floor, 3 & 4 DD Block, Sector – I, Salt Lake, Kolkata 700 064. (Bid documents should be dropped in the Tender Box, kept at 5th Floor)
5.	Date and Time of Technical Bid & Commercial Bid Opening	a. Technical Bid – 12-09-2011 4.30 PM b. Date of Commercial Bid opening will be intimated to the bidder/s qualifying in Technical Bid.
6.	Place of opening of Bids	UCO Bank Head Office – 2, Department of Information Technology(DIT), 5th Floor, 3 & 4 DD Block, Sector – I, Salt Lake, Kolkata 700 064.
7.	Address for communication	As above Tel no:033-44559530/44559523 Fax no:033-44559563 E-mail: hoatm.calcutta@ucobank.co.in
8.	Cost of RFP document	₹ 10000/- in the form of Demand Draft/Banker's Cheque in favour of UCO Bank payable at Kolkata (Non refundable). The DD/ should be submitted along with the Technical Bid.

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

1. INTRODUCTION

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M.Sarani, Kolkata-700001, India, hereinafter called "The Bank", is one of the leading public sector Bank in India having more than 2200 branches, and 687 ATMs spread all over the country. Bank has deployed Finacle (version 7.0.19) as a Core Banking Solution for all its Branches. The Bank wishes to engage a vendor for Supply, Printing and Personalisation of VISA ATM/Debit Cards. The bidder shall provide end-to-end ATM/Debit card Management and other related back office operations.

Against the above backdrop UCO Bank invites Request for Proposal (RFP) from the VISA approved/authorized prospective bidders having proven past experience and competence in the field of Supply, Printing and Personalisation of VISA Debit Cards.

2. ELIGIBILITY CRITERIA FOR THE BIDDER

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

1. The manufacturer/Bidder should have at least two years of experience in managing card manufacturing, Printing, Embossing & Mag-stripe coding, tipping etc in connection with outsourcing of Debit Card operations of a reputed Bank in India(having card base of more than 10 Lac) with necessary VISA card registration/certification and should have a tie up with a VISA CARD certified bureau for card personalisation. **Satisfactory proof in this regard should be furnished to the Bank (on the letter head of the bank).**

OR

The bidder should be registered as third party service provider with VISA for Debit Card operations and should have at least two years experience in managing entire operations in connection with outsourcing of Debit Card operations for a reputed bank in India (having card base of more than 10 Lac).

2. The bidder or the personalisation bureau/ Company with whom the bidder has entered or proposes to enter into service level agreement must have supplied minimum of 3 million cards over a period of last 12 months to Public/Private /Foreign Banks in India and must have capability and infrastructure to generate at least **5,000** cards or more per day for the Banks, however the Bank will be under no obligation to provide this order on a daily basis. **Satisfactory proof in this regard should be furnished to the Bank (on the letter head of the bank).**
3. The bidder should be in business of procuring/manufacturing/supplying of Plastic Cards and personalization of Cards as per the specifications of VISA in

India for atleast two year as on the date of RFP. Satisfactory proof in this regard should be furnished to the Bank.

4. The vendor submitting the offers should be a VISA certified card solution provider with :

Necessary in-house infrastructure for manufacture & personalization of debit cards.

OR

Procuring plastics from a VISA certified manufacturer and conforming to all guidelines as required by VISA in delivery and card personalization **Satisfactory proof in this regard should be furnished to the Bank.**

5. The bidder should be a Registered Company in India and should have registered a turnover of at least Rs 5 Crore in the last three financial years (excluding the turnover of associate companies, if any) as per the audited accounts. A copy of audited balance sheet for 2008-09, 2009-10, 2010-11 must be submitted with the offer.
6. Vendor must submit certificates that they are empanelled by VISA to manufacture/supply and personalise the cards as per VISA guidelines or from their manufacturers that they have been authorized to quote on behalf of VISA certified manufacturer.
7. The bidder should have registered net profit (after tax) in the last three financial years in the immediate preceding financial year as per the audited accounts.
8. The bidder should strictly comply VISA guidelines with respect to supply, printing and personalisation of VISA certified plastic cards, an undertaking to this effect has to be submitted by the bidder to the Bank, necessary Visa certification to be submitted along with the bid.
9. Card-Manufacturing Unit (for manufacturing of VISA cards) should be duly certified by VISA, and the cards should conform to VISA specifications. A copy of the certificate issued by VISA for the specific manufacturing unit should be enclosed to the technical bid
10. The manufacturer / bidder should be an ISO 9001 certified company.
11. Bidder should have not been black listed at any time by any Bank/ Central /any of the State Governments in India or any Financial Institutions in India. An undertaking to this effect must be submitted in their letter head.

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

3. BROAD SCOPE OF THE WORK

- Supply of good quality & durable Blank Plastic Cards as per designs/specifications approved by the Bank/VISA along with Visa Hologram.
- Printing, Embossing & Mag-stripe coding on the cards (Card Details such as Card number, Name (only in case of personalised cards), Issue date & expiry date, VISA Security Logo, Reverse Indenting, signature Panel on reverse, printing CVV Value, Tipping and encoding as per Bank's requirement and VISA standards for Debit card would be required.)
- Dispatch of Cards to the branches/offices of the Bank through Bank's approved couriers/Indian Postal Services within 48 hours after getting necessary data of card holders from the Bank/Application Service Providers for preparation of cards irrespective of the number of cards. Generally the cards shall be dispatched in lots of 250/500/1000 cards per branch/office.
- Necessary data of card holders will be deleted immediately by the Service Provider from their system after the card personalization work is complete. Necessary Indemnity Bond to the extent of TCO to be executed by the Service Provider covering this and other related points.
- Keeping proper records of dispatch of cards including those received back undelivered with all precautions, safety, security and confidentiality.
- Providing list of the cards dispatched or received back undelivered on daily basis (Soft copies and hard copies).
- Waste material/stationery, defective cards, etc will be the property of the Bank and the selected vendor will not dispose off or part with or destroy it in any manner. An undertaking in this regard to be submitted along with the bid.
- Selected bidder will be required to engage a courier company, approved by the Bank. Bank shall reimburse the courier charges on actual basis to the Bidder. In case of dispatch to non-service area of courier agency, selected bidder may use services of Indian postal department. However in both the cases, selected Bidder shall be the single point of contact for the bank and Bidder has to keep proper record of dispatch of cards including those returned back undelivered.
- Providing M.I.S. reports to the Bank regarding all above mentioned activities in Electronic as well as printed form at periodical intervals as

stipulated by the Bank from time to time. Bank reserves the right to change the format and or periodicity of the reports / data or request additional reports / data any time. Any additional information required by the Bank at any unscheduled time should be generated and supplied.

The requirement is for 20,00,000 (Twenty Lakh Only) VISA Debit Cards over a period of 2 years, for which a contract would have to be executed by the selected Bidder. However bank reserves the right increase / decrease the card quantity as per business requirements. The actual supply would, however, be phased over 8 quarters for which individual purchase orders would be issued indicating there in the required delivery schedule. The data for printing/ personalisation of cards shall be sent on daily basis. The first delivery of duly printed/personalised cards to start within 4 weeks from the date of Purchase Order. The Bank may provide multiple designs for the cards, which shall be get approved from VISA by sending them sample cards by the vendor before execution of the order. The Bank reserves the right to empanel more than one vendor for supply of plastic cards.

Note: Bank shall place order for minimum 1 lacs cards per quarter. At one point of time there will be one design. In case of any change in design, the orders will be as per changed design for further cards. The design and sample of cards will be handed over to the selected bidder before execution of the order.

Note:

1. The design and sample of cards will be handed over to the selected bidder before execution of the order. The Successful bidder would submit the proof copy of the Artwork and Chromolin proof within one week from the date of acceptance of the purchase order for internal evaluation and approval of the Bank. The approved artwork (after changes, if any) should be made available by the successful bidder to the Bank in soft copy within two days from the date of approval by the Bank, for onward submission to VISA, for their approval.
2. Bank shall place order depending upon the requirement. In case of any change in design, the further orders will be as per changed design for further cards.
3. Bank reserves the right to get the personalised / non personalised card with name engraved / without name on the card based cards.
4. Please note that depending upon the business requirements, bank may reduce total requirement of said 20 Lacs cards and therefore bank will not be under obligation to procure complete quantity of cards from the selected vendor(s).

4. TENDER DOCUMENT AND FEE

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of ₹10000/- (Rupees Ten Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata .

General Manager (IT & FITI)
UCO Bank, Head Office-2
3 & 4 DD Block, 5th Floor
Sector-I, Salt Lake, Kolkata – 700064

The tender document may also be downloaded from the bank's official website www.ucobank.com . The bidder downloading the tender document from the website is required to submit a non-refundable fee of ₹10000/- (Rupees Ten Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata , at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

4.1 EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Demand Draft/Banker's Cheque in favour of UCO Bank payable at Kolkata /Bank Guarantee as per the format mentioned in Annexure –V for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Supply, Printing and Personalisation of 20 Lac ATM/Debit Cards	₹ Ten Lacs

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

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

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

4.2 PERFORMANCE GUARANTEE

The Bank will require the selected bidder to provide a Performance Bank Guarantee, within 7 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to 10% of the TCO. The Performance Guarantee should be valid for a period of 2 years. The Performance Guarantee shall contain a claim period of three months from the last date of validity. In case the selected bidder fails to submit performance guarantee within the time stipulated, the bank at its discretion may cancel the order placed on the selected bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.3 CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till 25/08/2011 at the address mentioned in Bid Detail- Control Sheet Table. Further, at least 7 days time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website www.ucobank.com

4.4 SUBMISSION OF OFFER –TWO BID SYSTEM

Separate Technical and Commercial Bids in duplicate (One Original and One Copy) duly sealed and superscribed "Quotation for Supply, Printing and Personalisation of 20 Lac Visa ATM/Debit Cards – Technical Bid" and "Quotation for Supply, Printing and Personalisation of 20 Lac Visa ATM/Debit Cards – Commercial Bid" shall be submitted as per bid details given in the RFP.

Sealed Separate Envelopes carrying Technical Bid and Commercial Bid should be put in a single sealed outer envelope and superscribed "Quotation for Supply, Printing and Personalisation of 20 Lac Visa ATM/Debit Cards". This single sealed outer envelope should be dropped / submitted at UCO Bank's address given in Bid Details- Control Sheet Table, on or before last date and time of bid submission. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

All envelopes must be superscribed with the following information:

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

ENVELOPE-I (Technical Offer): (2 Copies)

The Technical Offer should be completed in all respects and contain all information asked for in the exact format of technical specifications given in the RFP, **except prices**. The Technical Offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. Please enclose one undertaking signed & stamped by the competent authority confirming all the terms & conditions given in the RFP.

ENVELOPE-II (Commercial Offer): (2 Copies)

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

Note:

1. If the outer cover/envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
2. If any inner cover/envelop of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.
3. If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

4.5 ERASURES OR ALTERATIONS

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

4.6 LANGUAGE OF BID

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

5. EVALUATION AND COMPARISON OF BIDS

The Bank will open the technical bids, in presence of Bidder's representative(s) (maximum two representatives per bidder) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in page 2. The bidder's representatives who are present shall sign the register evidencing their presence / attendance.

5.1 TECHNICAL EVALUATION

- a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the bidders will be shortlisted, based on the responses

given by the bidders in response to RFP. In the second stage, the commercial bids would be evaluated.

- b) The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation.
- c) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/fax/e-mail seeking explanation.
- d) UCO Bank reserves the right to modify /amend the evaluation process at any time during the bid process, without assigning any reason, whatsoever and without any requirement of intimating the bidders of any such change.
- e) Technical bid evaluation methodology that UCO Bank would adopt is given below:
 - i) The requirement is in the form of a table which is given as Annexure –II containing the required functionality features.
 - ii) The bidders should provide their response ('Y' or 'N') to the questionnaire in the "Response" column in Annexure-II
 - iii) The Response should be as per the table below.

Response	Description
Y	Yes, available
N	No, not available

- iv) Response except 'Y', 'N' are not acceptable. If any bidder provide response other than 'Y' or 'N', the same will be treated as 'Not Available' i.e. 'N'.
- f) Basis Bidder should comply with all the requirements given in Annexure-II under the machine type offered by the bidder. Non compliance to any of the requirement in Annexure-II shall lead to rejection of offer submitted by the Bidder.

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

5.2 COMMERCIAL EVALUATION

Commercial Bids of bidders, who meet all terms and conditions of this RFP/ and qualify in technical evaluation, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in Annexure IV.

After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price bids. Bidder with the lowest quote will be considered as the L1 bidder.

5.3 CLARIFICATION OF OFFERS

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

6. CONTRACT PERIOD

The contract period for *Supply, Printing and Personalisation VISAATM/ Debit Cards* will be for a period of two years from the date of Agreement. The selected bidder need to execute a definitive **Service Level Agreement (SLA)** with UCO Bank covering all terms and conditions of this RFP. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two month's notice without assigning any reasons. Any offer falling short of the contract validity period (Two Years from the date of Agreement) is liable for rejection.

7. SCHEDULE OF IMPLEMENTATION

The vendor should commence *Supply, Printing and Personalization of VISA ATM/Debit Cards* within two weeks from the date of award of contract. The bidder will be required to share the interface, if any, developed by them for the above services with the Bank and Bank will be in a full liberty to use the above interface for any requirement, present or future.

8. ACCEPTANCE TESTS

At the discretion of the Bank, there will be an acceptance test conducted by the Bank's officials and /or its nominated consultants after delivery of cards. In case of serious discrepancy in cards and their quality the Bank may reject the entire lot.

9. AUDIT BY THIRD PARTY

Bank at its discretion may appoint third party for auditing the activities of onsite services and operations of entire services provided to the Bank.

Similarly, the Bank may ask the bidder from time to time to submit the IS and process audit report with regard to the security of the data shared by the Bank. The above report shall not be more than six months old from the date of request.

10. PAYMENT TERMS

Terms of Payment will be as under:

- 10.1 No advance payment will be made.
- 10.2 Payment shall be made at the all inclusive Price per card quoted by the bidder/finalised by Bank multiplied by number of cards delivered to customers/branches/offices of UCO Bank.
- 10.3 Bills shall be raised on a monthly basis and payment shall be released accordingly by the Bank
- 10.4 Postage/courier charges shall be reimbursed by the Bank on a monthly basis upon receipt of dully signed & stamped invoice from the bidder.

Prices shall be valid for 24 months. However, any downward recourse in the price of cards should be intimated to the bank and suo motto benefit should be passed on to the bank.

11. PAYING AUTHORITY

The payments as per the Payment Schedule covered herein above shall be paid by UCO Bank, Head Office-2, ATM Cell, Deptt. of Information Technology. However, Payment shall be made, on receipt of advice/confirmation for delivery of cards and satisfactory service from the concerned branches/offices.

12. LIQUIDATED DAMAGES

Notwithstanding UCO Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order. UCO BANK reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated on per week basis.

13. ORDER CANCELLATION (TERMINATION)

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

- 13.1 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 13.2 If debit cards supplied to the bank are found to be of bad quality or any defect is found in the pasting / colour design etc.
- 13.3 The bidder goes into liquidation, voluntarily or otherwise.
- 13.4 An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- 13.5 If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the

event of delay and forfeit the bid security as liquidated damages for the delay.

- 13.6 If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- 13.7 After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 13.8 UCO BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

14. CONSEQUENCES OF TERMINATION

- 14.1 In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- 14.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the selected bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required for atleast 2 months and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- 14.3 Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.
- 14.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

15. PENALTY

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- SLA violation will attract penalties. Penalties will be capped to 10% of TCO.

16. DISPUTE RESOLUTION MECHANISM

The Bank and the selected Bidder will have to make every effort to resolve amicably by direct informal negotiation between the respective Project managers of the Bank and the selected Bidder, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank's Project Manager and the Bidder's Project Manager are unable to resolve the dispute after 15 days from the commencement of such informal negotiations, they will have to immediately escalate the dispute to the senior authorized personnel designated by the Bidder and the Bank respectively.

If after 10 days from the commencement of such negotiations between the senior authorized personnel designated by the selected Bidder and the Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a Sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being

entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The cost and expenses of arbitration proceedings will be paid as determined by The Arbitral Tribunal. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on:

- i. The business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- ii. The expiry of five days after posting if sent by registered post with A.D. or
- iii. The business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. Arbitration proceedings shall be held at Kolkata, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

17. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

18. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

19. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with UCO BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a

certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with UCO BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by UCO BANK.

20. CANCELLATION OF TENDER PROCESS

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

21. PUBLICITY

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

22. FORCE MAJEURE

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

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c. Terrorist attack, public unrest in work area

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

23. CONFIDENTIALITY

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

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by UCO BANK;
- To only make copies as specifically authorized by the prior written consent of UCO Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.

24. NON-TRANSFERABLE OFFER

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

25. PERIOD OF VALIDITY OF BID

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

26. ADDRESS OF COMMUNICATION

Offers/bid should be addressed to the address given in page no:2.

27. PRELIMINARY SCRUTINY

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

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

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

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

29. FORMAT FOR TECHNICAL OFFER/TECHNICAL BID

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

- I. Index
- II. Covering letter (Annexure – I)
- III. Technical Offer/Technical bid with Specifications (Annexure –II)
- IV. General Details of the bidder (Annexure –III)
- V. Letter for Authorised representative.
- VI. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- VII. Valid Demand Draft /Banker’s cheque/ Bank Guarantee as EMD.
- VIII. Valid Demand Draft / Banker’s cheque as Bid price if tender document is downloaded from Bank’s website.
- IX. Bidder’s Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the RFP.
- X. Sample Draft SLA, but bank reserves the right to define separate SLA containing all terms & conditions of the RFP.

All Claims made by the bidder will have to be backed by documentary evidence.

30. FORMAT FOR COMMERCIAL OFFER

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

Note: Sales tax/VAT, service tax, if applicable, should be quoted in the column “Taxes as applicable” mentioned in Annexure-IV. The Bank will pay the Sales tax/VAT/Service tax ruling at the time of actual delivery of material / Service and the resultant billing.

31. SIGNING OF THE BID

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

32. COSTS OF PREPARATION & SUBMISSION OF BID

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

33. CONFLICT OF INTEREST

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

34. OWNERSHIP AND RETENTION OF DOCUMENTS

- UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by UCO BANK, the selected bidder shall deliver to UCO BANK all documents provided by or originating from UCO BANK and all documents produced by or from or for the selected bidder in the course of performing the Service(s), unless otherwise directed in writing by UCO BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of UCO BANK store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from UCO BANK and all documents produced by or from or for the bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK in this regard.

35. SPLITTING OF ORDER VALUE

- The Bank reserves its right for splitting the quantity between two or more selected bidders. The splitting of the order will be in 60:40 ratios, provided the L2 selected bidder agrees to match the prices quoted by L1 selected bidder and agrees for all the terms and conditions. Similarly if the bank decides to distribute among L1, L2 & L3 bidders, then the distribution of Purchase Order would be in the ratio of 40:30:30 respectively.
- In case L2 selected bidder is not willing to match L1 price, Bank will call L3, L4 selected bidders etc. in that order to step into the shoes of L2 selected bidder. In the event of L3, L4 etc. selected bidder not matching the L1 price the entire quantity will be awarded to L1.

Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder/tenderer.

36. PRELIMINARY SCRUTINY

UCO BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

(Tender offer forwarding letter)

Tender Reference No.: _____

Date: XX . XX . 2011

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

Dear Sir,

Sub: Your RFP for “Supply, Printing and Personalisation of 20 Lac VISA ATM/Debit Cards” RFP No. _____ Dated: 11-08-2011

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **Supply, Printing and Personalisation of 20 Lac VISA ATM/Debit Cards** as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence *Supply, Printing and Personalisation of 20 Lac VISA ATM/Debit Cards* as per your purchase orders.

In the event of our selection by the Bank for *Supply, Printing and Personalisation of 20 Lac VisaATM/Debit Cards*, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of Three years effective from the month of execution of Service Level Agreement in favour of UCO Bank.

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

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

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

We enclose the following Demand Drafts:

1. DD /Banker’s Cheque No. _____ dated _____ for ₹10000/- (Rupees Five Thousand only) as Cost of RFP Document &
2. DD /Pay order No. _____ dated _____ for ₹ 10,00,000/- (Rupees Ten lac only) as EMD .

Or

Bank guarantee for ₹ 10,00,000/- (Rupees Ten lacs only) as EMD

Dated this ____ day of _____ 2011

Signature: _____

(In the Capacity of) _____

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

Technical Offer/Technical bid with Specifications

S.N.	Feature	Response (Y/N)
1.	<u>Front Card Colors with Bank's Logo etc</u> Front minimum 6 colors. However, bidder shall be liable to carry out the artwork as supplied by the bank.	
2.	<u>Back Card Colors</u> Back minimum 4 colors. However, bidder shall be liable to carry out the artwork as supplied by the bank.	
3.	<u>Signature Panel</u> Tamper evident signature panel with security pattern of Visa with CVV number printed as per latest Visa specifications/ requirements	
4.	<u>Magnetic Stripe</u> HICO 2750 Orested	
5.	<u>Hologram</u> VISA Hologram	
6.	<u>Logo</u> VISA Logo	
7.	<u>Photo and Name</u> Name of the customer with the photo is to be embossed	
8.	<u>ISO Standards</u> The cards should conform to ISO and VISA standards as applicable for Debit cards.	
9.	<u>Finishing</u> Cards should be Laminated	
10.	<u>Material</u> PVC / PVCA as specified in the International Organisation for Standardisation Standard 7810	
11.	<u>Dimensions</u> 1. Card height - 53.98 mm +/- 0.1 mm 2. Card width - 85.6 mm +/- 0.1 mm 3. Card thickness - 0.76 mm +/-0.076 mm 4. Radius (all corners) - 3.175 mm +/- 0.125 mm	

Place.

Date.

AUTHORISED SIGNATORY

Name:

Designation.

General Details of the Bidder

A. PROFILE OF BIDDER

1. NAME OF BIDDER:

2. Location

Regd. Office:

Controlling Office:

3. CONSTITUTION

4. DATE OF INCORPORATION & DATE OF COMMENCEMENT OF BUSINESS:

5. MAJOR CHANGE IN MANAGEMENT IN LAST THREE YEARS

6. NAMES OF BANKER / S

B. FINANCIAL POSITION OF BIDDER FOR THE LAST THREE FINANCIAL YEARS

	2008-09	2009-10	2010-11
Paid up capital			
Tangible Net Worth (excluding revaluation reserve)			
Total Outside Liabilities/Tangible Net Worth			
Net Sales of the Company as a whole.			
Out of the above Net Sales, Net Sales from services			
Gross Profit			
Net Profit (Profit After Tax)			
<i>Summary of Financial Position and working results</i>			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to banks in India specifying the number of Banks and branches
 - In PSU banks
 - In non-PSU banks

Details of Experience in Supply, Printing and Personalisation of Visa ATM/Debit Cards

(i)

PSU		
Name of Bank	Period	
	From	To

(ii)

Non-PSU		
Name of Bank	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references.

Place:

Date:

AUTHORISED SIGNATORY

Name:

Designation:

Commercial Bid

S N	Particulars	Unit Price (exclusive of Tax)	Price for 20 Lacs Cards (exclusiv e of Tax)	Taxes at present rate	Total Cost for 20 Lacs Cards (includiv e of taxes)
01	Cost for providing Visa ATM/Debit Card as per Bank/VISA requirements.				
02	Cost for Printing/ personalisation of Visa ATM/Debit cards				
Total Cost quoted by the bidder (Amount quoted in Figures)					
Total Cost quoted by the bidder (Amount quoted in Words)					

Place.

AUTHORISED SIGNATORY

Date.

Name:

Designation.

Notes

1. Bidders to strictly quote in the format and for periods as mentioned above.
2. L1 bidder would be determined based upon the Total Cost quoted for 20 Lacs Cards inclusive of taxes (TCO).
3. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid
4. Please note that depending upon the business requirements, bank may reduce total requirement of said 20 Lacs cards and therefore bank will not be under obligation to procure complete quantity of cards from the selected vender(s).

Format for Bank Guarantee

To

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

Dear Sirs,

In response to your invitation to respond to your RFP for *Supply, Printing and Personalisation of 20 Lac VISA Debit Cards*, M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for *Supply, Printing and Personalisation of 20 Lac VISA Debit Cards* and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our Head office _____ hereby irrevocably guarantee an amount of ₹ 10 Lacs (Rupees Ten Lacs only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ₹ XXXXX (Rupees XXXXXX) (10% of TCO).
2. This Bank guarantee will be valid upto XXXXXX; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before XXXXXX.

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

-----End of Document-----