



ALLAHABAD UP GRAMIN BANK

Data Center
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow- 226 010 (UP)

REQUEST FOR PROPOSAL (RFP)
For
**Supply, Printing and Personalization of 10 Lac RUPAY Debit &
RUPAY Kisan Cards through Online Reverse Auction Process**

RFP REF No. : DC-1/2013-2014

Date : 25/03/2013

The information provided by the bidders in response to this Request For Proposal (RFP) will become the property of ALLAHABAD UP GRAMIN 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.

Bid Details – Control Sheet Table		
1.	Date of commencement of sale of Bidding Document	25-03-2013
2.	Last date and time for sale of Bidding Documents	25-04-2013 2.30 PM.
3.	Queries, if any, to be communicated by the bidders	5-04-2013
4.	Last date, time & Venue for submission of Bid Documents	25-04-2013 4.00 PM at : ALLAHABAD UP GRAMIN Bank, Data Center Titanium Block-C, Shalimar Corporate Park Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar Lucknow– 226 010 (UP)
5.	Date and Time of Technical Bid & Online Reverse Auction	a. Technical Bid – 25-04-2013 4.30 PM b. To be notified later to the eligible bidders
6.	Place of opening of Bids	ALLAHABAD UP GRAMIN Bank Data Center Titanium Block-C, Shalimar Corporate Park Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar Lucknow– 226 010 (UP)
7.	Address for communication	As above Mob: 8052302999 E-mail: gm.crpt@aupgb.in
8.	Cost of RFP document	Rs. 5000/- in the form of Demand Draft/ Banker's Cheque in favour of Allahabad UP Gramin Bank payable at Banda (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 Uttar Pradesh, 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.

The indicative commercial bids of only technically qualified bidders will be opened and the lowest quote obtained through indicative commercial bids may be fixed as start price for the subsequent reverse auction to be carried out. However Bank may decide to fix the start price lower than the lowest indicative quote at its discretion. The online reverse auction process will be adopted for obtaining commercial quotes from the technically qualified bidders on separate date and time which will be notified separately.

1. INTRODUCTION

ALLAHABAD UP GRAMIN BANK, a body corporate, established under the RRB Act 1976, having its Head Office at DM Colony, Civil Lines, Banda, India, hereinafter called "The Bank", is one of the leading public sector Bank in rural India having more than 558 branches, and spread in 11 districts of Uttar Pradesh. The Bank is a sponsored RRB of Allahabad Bank. Bank has deployed Finacle (version 7.0.18) as a Core Banking Solution for all its Branches. The Bank wishes to engage a vendor for Supply, Printing and Personalization of RUPAY Debit and RUPAY Kisan Cards. The bidder shall provide end-to-end Debit/Kisan card Management and other related back office operations.

Against the above backdrop ALLAHABAD UP GRAMIN Bank invites Request for Proposal (RFP) from the RUPAY approved/authorized prospective bidders having proven past experience and competence in the field of Supply, Printing and Personalization of RUPAY 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 RUPAY card registration/certification and should have a tie up with a RUPAY CARD certified bureau for card Personalization. **Satisfactory proof in this regard should be furnished to the Bank (on the official letter head).**

OR

The bidder should be registered as third party service provider with RUPAY 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 Personalization 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. **Satisfactory proof in this regard should be furnished to the Bank (on the official letter head)**. However the Bank will be under no obligation to provide this order on a daily basis.

3. The bidder should be in business of procuring/manufacturing/supplying of Plastic Cards and personalization of Cards as per the specifications of RUPAY in India for at least 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 RUPAY certified card solution provider with :
Necessary in-house infrastructure for manufacture & personalization of debit cards.
OR
Procuring plastics from a RUPAY certified manufacturer and conforming to all guidelines as required by RUPAY 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 2009-10, 2010-2011, 2011-2012 must be submitted with the offer.
6. Vendor must submit certificates that they are empanelled by NPCI to manufacture/ supply and Personalize the cards as per NPCI guidelines or from their manufacturers that they have been authorized to quote on behalf of NPCI 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 RUPAY guidelines with respect to supply, printing and Personalization of RUPAY certified plastic cards, an undertaking to this effect has to be submitted by the bidder to the Bank, necessary RUPAY certification to be submitted along with the bid.
9. Card-Manufacturing Unit (for manufacturing of RUPAY cards) should be duly certified by NPCI, and the cards should conform to RUPAY specifications. A copy of the certificate issued by NPCI 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 not have 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.

ALLAHABAD UP GRAMIN BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of ALLAHABAD UP GRAMIN 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/NPCI along with RUPAY Hologram.
- Printing, Embossing & Mag-stripe coding on the cards (Card Details such as Card number, Name (only in case of Personalized cards), Issue date & expiry date, RUPAY Security Logo, Reverse Indenting, signature Panel on reverse, printing CVV Value, Tipping and encoding as per Bank's requirement and NPCI standards for Debit card would be required.)
- Supply of Stationery for ATM card kit to customers.
- Dispatch of Cards kept in card kit 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.

There will be flexibility in the number of RUPAY Debit and RUPAY Kisan Cards to be printed. The number will depend on the Bank's requirement. However the total no of cards required (including both RUPAY Debit and RUPAY Kisan Card) is 10,00,000 (Ten Lakh) only. The cards to be printed will be RUPAY Debit and RUPAY Kisan 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 to increase / decrease the card quantity as per business requirements. The actual supply would, however, be phased over 24 months for which individual purchase orders would be issued indicating the number and type of card (RUPAY Debit/ RUPAY Kisan) and the required delivery schedule. The data for printing/ Personalization of cards shall be sent on daily basis. The first delivery of duly printed/Personalized cards to start within 4 weeks from the date of Purchase Order. The Bank may provide multiple designs for the cards, which has to be approved from NPCI 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: 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 NPCI, 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 Personalized / non Personalized 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 10 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 Rs 5000/- (Rupees FiveThousand Only) in the form of Demand Draft or Banker's Cheque in favour of ALLAHABAD UP GRAMIN BANK, payable at Banda .

The CHIEF MANAGER
Allahabad UP Gramin Bank, Data Center
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow– 226 010 (UP)

The tender document may also be downloaded from the bank's official website www.allahabadgraminbank.in . The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs 5000/- (Rupees Five Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of ALLAHABAD UP GRAMIN BANK, payable at Banda, at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit in the form of Demand Draft/Banker's Cheque in favour of ALLAHABAD UP GRAMIN Bank payable at Banda /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 Personalization of 10 Lac Debit/Kisan Cards	Five 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 ALLAHABAD UP GRAMIN BANK
- To furnish performance security in the form and manner to the satisfaction of ALLAHABAD UP GRAMIN BANK.

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.

CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e- mail till 31/03/2013 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.allahabadgraminbank.in

SUBMISSION OF BID

Bidders are required to submit the Technical Bid in physical form, whereas as the Online reverse auction would be adopted for obtaining commercial quotes from the technically qualified bidders at later stage.

Separate Technical and Indicative Commercial Bids in duplicate (One Original and One Copy) duly sealed and superscribed "Quotation for Supply, Printing and Personalization of 10 Lac RUPAY Debit/Kisan Cards – Technical Bid" and "Quotation for Supply, Printing and Personalization of 10 Lac RUPAY Debit/Kisan Cards — Indicative Commercial Bid" shall be submitted as per bid details given in the RFP.

Sealed Separate Envelopes carrying Technical Bid and Indicative Commercial Bid should be put in a single sealed outer envelope and superscribed "Quotation for Supply, Printing and Personalization of 10 Lac RUPAY Debit/Kisan Cards". This single sealed outer envelope should be dropped / submitted at ALLAHABAD UP GRAMIN 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 Indicative 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. ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 (Indicative Commercial Offer): (2 copies)

The Indicative 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 & indicative commercial bids then that bid will be rejected summarily.
3. If any outer envelope is found to contain only the technical bid or indicative commercial bid, it will be treated as incomplete and that bid will be liable for rejection.

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.

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.

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) ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK 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 provides 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.

ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK reserves the right for such waivers.

COMMERCIAL EVALUATION

The Bank will conduct online reverse auction for technically qualified bidders at later stage. The service provider for online reverse auction will be M/s Antares Systems Limited and the portal address for the same is www.tenderwizard.com/abbank. The Business Rules and Terms & Conditions of E- Tendering are provided in Annexure-VI.

Bidders should ensure that they have valid class III digital signature certificate (Mandatory for login and submit) well in advance to participate in the E-Tendering process. Bank and / or Service Provider will not be responsible in case Bidder could not participate in E- tendering process due to non-availability of valid digital signature certificate

CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers/bids, ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK in this regard shall be final, conclusive and binding on the bidder.

6. CONTRACT PERIOD

The contract period for Supply, Printing and Personalization RUPAY Debit/Kisan 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 ALLAHABAD UP GRAMIN 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 RUPAY Debit/Kisan 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:

- No advance payment will be made.
- Payment shall be made at the all inclusive Price per card quoted by the bidder/finalized by Bank multiplied by number of cards delivered to customers/branches/offices of ALLAHABAD UP GRAMIN Bank.
- Bills shall be raised on a monthly basis and payment shall be released accordingly by the Bank
- 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

ALLAHABAD UP GRAMIN Bank, Head Office, Banda. 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 ALLAHABAD UP GRAMIN 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. ALLAHABAD UP GRAMIN BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by ALLAHABAD UP GRAMIN BANK to the bidder. Liquidated damages will be calculated on per week basis.

13. ORDER CANCELLATION (TERMINATION)

ALLAHABAD UP GRAMIN BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by ALLAHABAD UP GRAMIN 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, ALLAHABAD UP GRAMIN 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 ALLAHABAD UP

GRAMIN BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

13.8 ALLAHABAD UP GRAMIN 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], ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 at least 2 months and as ALLAHABAD UP GRAMIN BANK may specify including training, where the successor(s) is a representative/personnel of ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 Banda, 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 Banda.

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 ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK.

20 CANCELLATION OF TENDER PROCESS

ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN Bank is to be used should be done only with the explicit written permission of ALLAHABAD UP GRAMIN Bank. The bidder shall not make or allow to make a public announcement or media release about any aspect of the contract unless ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK;
- To only make copies as specifically authorized by the prior written consent of ALLAHABAD UP GRAMIN 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.
- 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 ALLAHABAD UP GRAMIN BANK. ALLAHABAD UP GRAMIN 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, ALLAHABAD UP GRAMIN 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

ALLAHABAD UP GRAMIN 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.

ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK reserves the right for such waivers.

28 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

ALLAHABAD UP GRAMIN 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. ALLAHABAD UP GRAMIN BANK has the right to re- issue tender/bid. ALLAHABAD UP GRAMIN BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 Authorized 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. ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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

- ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK, the selected bidder shall deliver to ALLAHABAD UP GRAMIN BANK all documents provided by or originating from ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of ALLAHABAD UP GRAMIN BANK store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK in this regard shall be final, conclusive and binding on the bidder/tenderer.

36 PRELIMINARY SCRUTINY

ALLAHABAD UP GRAMIN 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. ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN BANK reserves the right for such waivers.

(Tender Offer forwarding letter)

Tender Reference No.:_

Date: XX.XX.2013

The Chief Manager
Allahabad UP Gramin Bank
Data Centre
Titanium Block-C
Shalimar Corporate Park
Plot No-TC/G-1/1
Vibhuti Khand, Gomti Nagar
Lucknow- 226 010 (UP)

Dear Sir,

Sub: Your RFP for "Supply, Printing and Personalization of 10 Lac RUPAY Debit/Kisan Cards" RFP No._____ Dated:

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 Personalization of 10 Lac RUPAY Debit/Kisan 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 Personalization of 10 Lac RUPAY Debit/Kisan Cards* as per your purchase orders.

In the event of our selection by the Bank for *Supply, Printing and Personalization of 10 Lac RUPAY Debit/Kisan 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 ALLAHABAD UP GRAMIN 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 Rs 5000/- (Rupees Five Thousand only) as Cost of RFP Document &
2. DD /Pay order No._____dated_____for Rs 5,00,000/-(Rupees Five lac only) as EMD . Or

Bank guarantee for Rs. 5,00,000/-(Rupees Five lac only) as EMD

Dated this _____day
of_____2013

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 RUPAY with CVV number printed as per latest RUPAY specifications/ requirements	
4.	<u>Magnetic Stripe</u> HICO 2750 Orested	
5.	<u>Hologram</u> RUPAY Hologram	
6.	<u>Logo</u> RUPAY 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 RUPAY 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	

12.	<u>Stationary</u> 1. Window envelope 2. Welcome Letter 3. Item Booklet 4. Card Holder 5. Insertion & Fulfillment	
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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

	2009-10	2010-11	2011-12
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 Personalization 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 10 Lacs Cards (exclusive of Tax)	Taxes at present rate	Total Cost for 10 Lacs Cards (includiv e of taxes)
01	Cost for providing RUPAY Debit/Kisan Card as per Bank/RUPAY requirements.				
02	Cost for Printing/ Personalization of RUPAY Debit/Kisan cards				
03	Cost for Supply of Stationery for ATM card kit				
04	Total Cost quoted by the bidder(Amount quoted in Figures)				

Place:**AUTHODISED SIGNATODY****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 10 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 10 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

**The Chief Manager
Allahabad UP Gramin Bank
Data Centre
Titanium Block-C
Shalimar Corporate Park
Plot No-TC/G-1/1
Vibhuti Khand, Gomti Nagar
Lucknow- 226 010 (UP)**

Dear Sir

In response to your invitation to respond to your RFP for *Supply, Printing and Personalization of 10 Lac RUPAY 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 Personalization of 10 Lac RUPAY 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 Rs 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 ALLAHABAD UP GRAMIN 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 ALLAHABAD UP GRAMIN 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 Rs 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 _____.

Business Rules and Terms & Conditions of E- Tendering

1. Definition

- 1.1 "Bank" means "Allahabad UP Gramin Bank".
- 1.2 "Service Provider" means "Antares Systems Ltd".
- 1.3 "Bidder" means the party or his authorized representative who has participated in the RFP /Tender Process/ and having valid Class III Digital Signature Certificate and willing to comply with all the instructions, terms and conditions of RFP.
- 1.4 "L1" means the Bidder who has quoted lowest price in the Online Reverse Auction process.
- 1.5 "L2" means the Bidder who has quoted second lowest price in the Online Reverse Auction process.
- 1.6 "L3" means the Bidder who has quoted third lowest price in the Online Reverse Auction process.
- 1.7 "E- Tendering" means, the process to participate in online reverse auction.

2. Guidelines and Terms and Conditions of E- Tendering:

2.1 Eligibility:

Bidders should ensure that they have valid class III digital signature certificate (Mandatory for login and submit) well in advance to participate in the E- Tendering process. Bank and / or Service Provider will not be responsible in case Bidder could not participate in E tendering process due to non-availability of valid digital signature certificate.

2.2 Web Portal

E-Tendering will be conducted on a specific web portal (www.tenderwizard.com/abbank) meant for this purpose with the help of the M/s Antares Systems Ltd.

In case of any clarification/Assistance please contact M/s Antares Systems Ltd.

Contact Persons:-

Mr. Kumar Chandan : 09674758720

Mr. Debraj Saha : 09674758721

Mr. Subrata Bhattacharya : 09674758722

E-mail : kumarchandan@antaressystems.com

debrajsaha@antaressystems.com

2.3 General Terms and Conditions of E-Tendering

2.3.1 The bidders participating in E-Tendering process shall submit the following duly signed (and stamped) by the same Competent Authority who signed the offer documents in response to the RFP floated by Bank.

2.3.1.1 Undertaking letter for acceptance of Business Rules and Terms & Conditions for E- Tendering and Letter of Authority authorizing the name/s of official/s to take part in E-Tendering as per the format Annexure VI A (Compliance Statement)

2.3.1.2 Copy of Agreement between Service Provider and Bidder. This format will be provided by the service provider.

2.3.2 In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider and/or bank is not responsible.

2.3.3 In order to ward-off such contingent situation,

2.3.3.1 Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the E- Tendering successfully.

2.3.3.2 However, the bidders are requested to not to wait till the last moment to submit and/or quote their bids to avoid any such complex situations.

2.3.3.3 Failure of power at the premises of vendors during the E-Tendering cannot be the cause for not participating in the E-Tendering.

2.3.3.4 On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.

2.3.3.5 Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to web portal irrespective of the cause.

2.3.3.6 For making the process of E-Tendering and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, without this Bidder will not be eligible to participate in the E-Tendering.

2.3.3.7 Neither Bank nor service provider would be responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, or any force majeure etc.

2.4 Errors and Omissions

On any issue or area of material concern in respect of E-Tendering not specifically dealt with in these Business Rules and Terms & conditions of E-Tendering, the decision of the bank shall be final and binding on all concerned.

3. E-Tendering Process (Process of Online Reverse Auction):

3.1 Registration with the Service Provider Portal (www.tenderwizard.com/abbank).

3.2 The date & time of commencement of Online Reverse Auction will be notified to all the eligible bidders

- 3.3 Bank reserves the right to postpone / change / cancel the Online Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.
- 3.4 Online Reverse Auction will normally be conducted for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Online Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 90 minutes only. In case there is no bid price in the last 10 minutes of closing of Online Reverse Auction, the auction shall get closed automatically without any extension.
- 3.5 The time period of Online Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.
- 3.6 During Online Reverse Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the Online reverse auction process / proceed with conventional mode of tendering.
- 3.7 Bidding will be conducted in Indian Rupees (INR).

3.8 Start Price

- Start price for Online Reverse Auction will be notified to all the eligible bidders (Total Cost) as mentioned in SL. 4 of Annexure IV of RFP)
- The start price of online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the price with minimum one decremental bid value below the start price. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement bid value or in multiples of the decrement bid value.

3.9 Decremental Bid Value:

- The decremental value of the bid will be Rs. 10,000/-. This amount may be revised by Bank before the start of Online Reverse Auction event.
- Bidder is required to quote his bid price only at a specified decremented value.
- Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.

3.10 TRANSPARENCY IN BIDS:

Bidder will be able to view the following on their screen along with the necessary fields in Online Reverse Auction:

- i) Opening/ Starting Price for the auction
- ii) Leading / Lowest Bid Price in Auction
- iii) Last Bid Price placed by the respective Bidder
- iv) Time left for the auction

3.11 MASKING OF NAMES:

Names of bidders/ vendors shall be anonymously masked in the Online Reverse Auction process. After completion of online Reverse Auction, the service provider

shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

3.12 Finalization of the Successful Bidder:

- At the end of Online Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of Online Reverse Auction.
- Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup as per Annexure- 10 of the RFP and strictly in conformity to the Clause 14.4 of COC of RFP, immediately to the Bank and to the service provider for further proceedings. The Bidder has to fax and mail the duly signed and stamped filled-in prescribed format to Bank within one working day of online Reverse Auction without fail. The Original signed copy should reach the Bank within 3 working days of online Reverse Auction without fail.
- Any variation between the online Reverse Auction bid price of the bidder and signed document submitted by them will be considered as sabotaging the tender process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure.

4. Bidder's Obligation:

4.1 Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the vendor / bidders concerned from the online reverse auction process.

4.2 Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

5. Change in Business Rules, Terms & Conditions of E tendering:

Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.

COMPLIANCE STATEMENT

(To be submitted by all the technically qualified bidders)

To

Date: -----

The Chief Manager
Allahabad UP Gramin Bank
Data Center
Titanium Block-C, Shalimar Corporate Park
Plot No-TC/G-1/1, Vibhuti Khand, Gomti Nagar
Lucknow- 226 010 (UP)

DECLARATION

- 1 We (Name of the company) hereby confirm having submitted our bid for Participating in Bank's RFP Ref No. DC-1/2013-2014 dated 25.03.2013 for Supply, Printing and Personalization of 10 Lacs RUPAY Debit & RUPAY Kisan Cards for Allahabad UP Gramin Bank
- 2 We confirm having read and understood the terms and conditions of the RFP as well as the Procedures relating to the process.
- 3 We hereby undertake and agree to abide by all the terms and conditions stipulated by the Allahabad UP Gramin Bank in the RFP document including all Annexure and the Procedure, Business Rules and Terms and Conditions of E tendering process.
- 4 We shall participate in the E tendering conducted by M/s. Antares System Ltd (auction service provider retained by the Bank) and submit our commercial quote through online reverse auction. In doing so, we shall abide by the procedures prescribed for online auction by the Bank and auction company.
- 5 We, hereby confirm that we will honour the Bids placed by us during the E tendering process, failing which we shall be liable for any other consequential action that may be taken by the Bank including any debarment from participation in future procurement by the Bank.
- 6 We confirm having nominated our representative (Shri/Smt/Ms..... designated as..... of our company to participate in the E tendering process on behalf of the company. We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company. We undertake that the company shall be bound by the actions made by him during the E tendering process and thereafter.
- 7 We undertake to submit the confirmation of last bid price and price breakup by us to the Auction Company /Bank within one working day of the completion of event and any other specific requirement indicated in the RFP.

Signature with company seal

Name-

Address of Company:

Date:

Name & Designation of Authorized Representative:

Signature of Authorized Representative:

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