



## **Allahabad Bank**

Request for Proposal (RFP) For Supplying, Printing,  
Personalization and Dispatch of EMV Chip cum Magstripe  
**RuPay & VISA Debit Card (Contact & Contact less)**

RFP Ref. No.: HO/DIT/EMV-CARD/2018-19/01

Date: 17.04.2018

**Cost of the RFP: Rs 15,000/- (Rupees Fifteen Thousand only)**

NOTE: This document contains 68 pages including this cover page

**Invitation For Bids**

- 1.1. Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called “The Purchaser” or “Bank”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns intends to issue this Bid document, hereinafter called Request for Proposal, or “RFP”.
- 1.2. Bank invites bids from eligible bidders (hereinafter referred to as ‘Bidder’ or ‘Vendor’) for Supplying, Printing, Personalization and dispatch of 100 Lakh EMV Chip cum Magstripe RuPay contact Debit card under various schemes (like Classic, PMJDY, MUDRA, KCC etc.), EMV Chip cum Magstripe VISA contact Debit card, EMV Chip Dual Interface RuPay contact less Card and EMV Chip Dual Interface VISA contact less Card in accordance with the scope set out in the tender document.
- 1.3. The complete RFP has also been published at the Bank’s official website [www.allahabadbank.in](http://www.allahabadbank.in) & Bank’s present E-Tender website [www.tenderwizard.com](http://www.tenderwizard.com) for the purpose of downloading and applications made on such a form shall be considered valid for participating in the tender process.
- 1.4. The Bidders who want to participate in the bidding process are required to submit non-refundable fee of Rs.15,000/- (Rupees Fifteen Thousand Only), towards cost of the RFP, in the form of Demand Draft or Bankers Cheque or IOI drawn in favor of ALLAHABAD BANK, payable at Kolkata.

**Schedule details for the Tender process are as under :**

<b>Bid particulars</b>	<b>Schedule/ Details</b>
RFP Reference	HO/DIT/EMV-CARD/2018-19/01 Dated: 16.04.2018
Price of RFP	Rs.15,000/- (Rupees Fifteen Thousand only)
Bid Security	Rs.50,00,000/- (Rupees Fifty Lakh only)
Courier Charges	Rs.500/- ( Rupees Five Hundred only)
Date of commencement of Sale of RFP	17 <sup>th</sup> April 2018 11:00 Hours IST
Date of Pre-Bid Meeting with the bidders	23 <sup>rd</sup> April 2018 11:00 Hours IST
Last Date and time for sale of RFP	07 <sup>th</sup> May 2018 11:00 Hours IST
Last date and time of submission of Bid(Technical & Indicative Commercial)	07 <sup>th</sup> May 2018 13:00 Hours IST
Date and time of opening of Technical Bids	07 <sup>th</sup> May 2018 15:00 Hours IST
Date and time of opening/downloading of Indicative Commercial Bids and reverse auction.	Will be intimated to the qualified bidders.
Address of Communication and Pre Bid Meeting	Allahabad Bank, Head Office Department of Information Technology, 2 – Netaji Subhash Road Kolkata (W. B.) , 700001
e-mail Address	<a href="mailto:ho.atm@allahabadbank.in">ho.atm@allahabadbank.in</a>
Contact Telephone Numbers	Telephone: 091-033-2231 5798 Fax: 091-33-2210 6323

- 1.5. All bids must be accompanied by a Bid Security (as per format: Annexure – H) for Rs.50,00,000/- (Rupees Fifty Lakh only) as specified in the RFP and must be delivered at the above office, on or before specified date and time indicated in the RFP.
- 1.6. Bidders are required to submit the Technical Bid in physical form, whereas the Indicative



- Commercial Bid is required to be submitted / uploaded online through e-Tendering process only on or before the last date and time mentioned in RFP. The Language of Bid should be in English.
- 1.7. Technical Bids will be opened as per schedule specified in the RFP, in the presence of the bidder's representatives, who choose to attend the same. Technically qualified bids will be taken up for further processing and Indicative Commercial Bids of the technically qualified bidders will be opened.
  - 1.8. The Original RFP (and any addendums to it) needs to be signed and stamped by the authorized Bidder and is to be submitted along with the Bid Security on or before the last date & time of submission of technical bid mentioned above.
  - 1.9. This tender is not transferable. Only the Bidders who have officially purchased this tender document or downloaded from the Bank's website and paid the requisite tender fee shall be entitled to quote.
  - 1.10. Each Bidder is eligible for submitting only one Bid in response to this RFP.
  - 1.11. The RFP can be obtained from the following address during office hours on all working days during RFP sale period between 10.00 A.M. to 4.00 P.M. either in person or by post.
  - 1.12. No further discussion will be entertained to Bidders whose bids have been disqualified.
  - 1.13. Allahabad Bank reserves the right to accept or reject, in part or full any or all the offers without assigning any reasons whatsoever at any stage of procurement.
  - 1.14. This RFP is not an offer by the Bank, but an invitation to receive offers from Bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank with the Bidder.
  - 1.15. Any publicity by the Bidder, in which the name of the Bank is to be used, should be done only with the explicit written permission of the Bank.
  - 1.16. This tender is meant for the exclusive purpose of bidding as per the terms; conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
  - 1.17. Bank reserves the right to change the dates, timings mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's web-site and/or Bank's E-tender website.

**Chief Manager – IT  
Allahabad Bank  
DIT, Head Office**



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**Background:**

Allahabad Bank is a Public Sector Bank with a standing of 153 years. It has a four tier organizational set up consisting of branches, Zonal Offices, FGM Offices and Head Office. The Bank has 3275 plus branches all over India.

The Bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The Bank has currently deployed around 1105 ATMs / CDs. In order to cater to the growing demand of Card issuance, the Bank has introduced Welcome Kits for its branches which contain non- personalized Debit Cards given to customers instantly while opening new accounts, or to existing customers who are not carded at the moment. The Bank has extensive plans to extend this facility to all customers of the Bank. Apart from non- personalized cards, the Bank issues personalized cards which are delivered directly at the customer's address and its PIN are delivered at branches.

The Bank presently has over 126 Lakh Debit Cards in circulation, with an average monthly issuance of 3 Lakh cards (including cards for newly acquired account holders, re-issued cards on loss, damage or expiry, and cards for existing account holders).

The Bank has its CBS Primary Data Centre in Mumbai and its DR facility in Lucknow. Bank's Switching services are outsourced and the Switch DC is currently at Mumbai with DR at Chennai. Bank's Card Management centre is located at ATM Back Office, Mumbai.

This request for proposal document ('RFP document' or RFP) has been prepared for the purpose of enabling Allahabad Bank ('Bank') to select the Service Provider for Supplying, Printing, Personalization and dispatch of EMV Chip Cum Magstripe Contact Cards and EMV Chip Dual Interface contact less Debit Card (VISA/RuPay).

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of the selection process and appropriate documentation being agreed between the bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document.

Allahabad Bank, a body corporate established under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having its Head Office at 2, Netaji Subhas Road, Kolkata-700001, India, hereinafter called "The Purchaser" or "Bank", which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns intends to issue this Bid document, hereinafter called Request for Proposal, or "RFP". Allahabad Bank is one of the major public sector banks in India having 3275+ branches and around 1105 ATMs installed across the country. Bank intends procurement of 100 Lakh EMV Debit Cards. Allahabad Bank of India (hereinafter referred to as THE BANK) is looking for a vendor who complies with the following criteria and can supply, print, personalize and dispatch EMV Debit cards as per the requirement of Bank.

**Section I: Eligibility Criteria**

**The eligibility criteria have been set keeping in mind the requirements of the Bank for supplying, printing, personalization and dispatch of EMV Debit Cards. Since the support and services offered by the Bidder will have a direct bearing on the reputation of the Bank, Bidders need to have a proven track record, minimum personalised base, sufficient means and net worth.**

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

1. The Bidder should be a Company / Firm / MNC / Group Company registered in India and in operation in India for at least 4 years (2014-15, 2015-16, 2016-17, 2017-18) as on the date of bid submission.
2. The bidder must have been in the business of manufacturing/embedding, supply, processing and personalization of EMV Chip Cum Magstripe Contact and /or EMV Dual Interface Contact less Cards (VISA/RuPay/**Master**) directly for Scheduled commercial Banks at least for last 4 **years** in India immediately preceding the date of submission of bids.
3. The bidder should be certified for EMV Chip Cum Magstripe Contact Cards (RuPay & VISA) Manufacturing/embedding and personalization by NPCI and VISA. It is the bidder's responsibility to obtain EMV certification from VISA and NPCI. Certificate should be valid on the date of submission of bids. If certification is expiring within 2 months from date of bid submission then bidder should ensure that renewal process has been initiated.
4. The bidder should be certified for EMV Chip Cum Magstripe Dual Interface Contact less Cards (VISA/RuPay) Manufacturing/embedding and personalization by VISA / NPCI. It is the bidder's responsibility to obtain EMV certification from VISA/NPCI and the certificate should be valid on the date of submission of bids. If certification is expiring within 2 months from date of bid submission then bidder should ensure that renewal process has been initiated.
5. The bidder should not have been Blacklisted/ terminated by any Government/ Public sector organization/PSU Bank / IBA / RBI /any regulatory authority during the last five years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, at any point. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke/terminate any contract entered with the vendor and invoke Bank guarantee at its discretion.
6. The Bidder should have Operating & Net Profit during the last three financial years (2014-15, 2015-16 & 2016-17) and have a minimum turnover of at least **Rs 25 Crore** from the card business in each of the last 3 financial years, ( 2014-15, 2015-16 and 2016-17). These must be the individual Company's turnover and not that of any group of Companies. Net worth of the company should also be provided.
7. The bidder should have sufficient capacity for supply of Welcome Kits to cater to the Bank's requirements of minimum 50,000 Welcome Kits per day. However, the Bank would use and exhaust existing stock of Welcome Kits before placing of fresh orders.
8. The Bidder should provide proof of **personalization & supply** of **50 Lakhs** EMV cards in last financial year (01.04.2017 to 31.03.2018) directly to Scheduled commercial Banks.
9. In case of any part of the service being sub-contracted, the lead bidder should have legal agreements valid for atleast two years with its proposed service partner for plastic





- manufacture, stationery supply etc.
10. The Bidder should have internal control and audit measures in place.
  11. The bidder should have Disaster Recovery and Business Continuity Plan in Place. DR/BCP site must be located in India.
  12. The bidder / each consortium member should have ISO / security certification ISO 9001 and ISO 27001.
  13. The systems offered should not violate any Intellectual Property.
  14. The bidder must have EMV chip cum Magstripe contact and/or EMV dual interface contact less cards (VISA/RuPay) plastic supply and personalisation services for atleast 2 Scheduled commercial Banks in India.
  15. Bidders should be able to take care of PIN printing facility in India.

Note:-Bidder must comply with all the 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. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

#### DISCLAIMER

- a) The information contained in this RFP document or any information provided subsequently to Bidder(s) either verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- b) This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- c) This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.





## Section II: Requirement Description

### 1. Scope of Work

The Bank is looking for two vendors L1 and L2 to undertake the various activities as specified in the tender document. The Bank reserves the right to distribute the load among these two vendors in appropriate proportion as deemed necessary.

The scope of work is mentioned below.

1. Preparation of Art Work of ATM cards, as per the design finalized by Bank, obtaining approval of design and product of EMV Chip cum Magstripe Contact Cards and EMV Chip Dual Interface contact less Debit Card (RuPay / VISA) as per Bank's requirements.
2. Building Interface with the EMV Chip Cum Magstripe Contact and EMV Chip Dual Interface contact less (Including RFID Tag) Debit Card (VISA/RuPay) Management System along with image, photo card.
3. Under RuPay, many card variants like PMJDY, MUDRA, PUNGRAIN , KCC etc or other variants requirement of which may arise under RuPay category in future, is required in contact and contact less cards.
4. Procurement
  - a) Blank Plastic (Base Card) as per specification approved for EMV Chip Cum Magstripe Contact and EMV Dual Interface Contact less Cards (VISA/RuPay).
  - b) Supply of PIN Mailer Stationery including envelope for dispatch as per specification for printing of PIN, at ATM Switch centre Mumbai or any other location as specified by Bank from time to time. Bank may also ask bidder to print the PIN from their site and bidder have to maintain and ensure the proper security & confidentiality.
  - c) Envelopes, Welcome Letter, User Guide, Terms and Conditions as per Bank's specification for welcome kit. Design and text for the above documents/ items shall be provided by Bank. Vendor has to format/finalize these documents and arrange to print in standard quality paper. Changes if required in the existing collateral shall be advised to the vendor from time to time. Vendor will immediately arrange for the required changes without any additional cost to the bank. Bank may also require to add additional documents in welcome kit without any additional cost.
5. **Personalization of cards:** This includes card embossing of name data printing as per VISA/NPCI card approved specifications. Bank may also ask vendor to print other data like Photo or other things on card, as per requirement.
6. **Printing of Welcome Kit:** This will include printing of Window Envelopes, Welcome Letters, User Guides, leaflets, Card Pouches, PIN Mailers etc. as per specifications mentioned below and contents / design approved by the Bank. It will also include printing of envelopes for dispatch of PIN mailers.
7. **Fulfillment:** This includes variable data printing on the welcome letter, card pasting on the welcome letter, insertion of welcome letter, user guide, leaflet, card pouch, in envelopes, sorting, packing in cartons with content list/s, dispatch and other activities associated with fulfillment. In case of personalized cards, PIN mailers will be stuffed in separate envelopes and dispatched to Branch addresses while cards will be dispatched to customer addresses.



ATM PIN mailer stationery has to be supplied at Switch Centre, Mumbai and / or location specified by Bank. PIN mailers have to be collected from ATM Switch centre and / or location specified by Bank for stuffing / packing and onward dispatch to Branch Addresses. The Bank for security reasons may facilitate PIN printing at its own premises. The Bank may give PIN printing activity to a separate vendor or to the finalized vendor at its own discretion.

- For Personalized Cards, PINs will be dispatched to Branch Address and cards at customer's address.
- For Non Personalized (Insta) EMV Chip Cum Magstripe Contact and EMV Dual Interface Contact less Cards (VISA/RuPay) Cards, PINs will be stuffed in the envelope by the bidder (as mentioned above) and dispatched to the Bank's branches/Centralized Processing Centre as directed by the Bank. Bank may ask bidder to dispatch card & PIN in the same envelope.
- For Re-PIN requests, PINs will be dispatched to Branch addresses directly.

8. **Dispatch and Returns Management:**

- a) All personalized cards shall be dispatched to Customer address / other locations as directed by the Bank from time to time. In case of Re-PIN request, the PIN will be delivered to the Branch Address. Bank may advise vendor to send specialized personalized cards to Branch also.
- b) Dispatch of the Cards (all variants) to the concerned Branches/ Centralized Processing centre through courier / Indian Postal / Speed Post Service, Registered Post or any other service as advised by the Bank in branch wise lots on daily basis. Postal services/Courier services will be advised by the Bank. All processes like MIS, POD management, return management and other related documentation with respect to dispatch have to be taken care for both Cards and PINs by the vendor.
- c) Returned consignment should be returned to Vendor/Branch Address. If consignment is returned at vendor address then vendor shall maintain a proper record of such returns with specific reasons and re-dispatch these cards / consignments after remedial measures are complied with, duly recorded, without any extra charge to the Bank. In all cases where reasons of return are attributed to the vendor, postage / courier charges shall also be borne by the vendor.

9. **Packing:** The packing material and the way consignments are packed shall be to the Bank's satisfaction after observing a drop test and moisture test. The vendor shall ensure that the packing is done in the right way and with material which ensures compliance to the aforementioned two tests.

10. **Disposal of rejected cards:** Rejected cards should be destroyed by the bidder under camera surveillance and the Backup of the CCTV recording should be retained for a period of 3 months. A daily report on the rejected cards should be made available to the Bank.

11. SFTP or any other mode of secure communication with digital signature / encryption & decryption for download and upload of customer data /Emboss and Pin data from ATM Switch Centre. Keys for encryption/Digital Signature should be securely kept and approved processes should be followed.

12. Daily MIS Reports for production, dispatch of PINs and card with consignment nos. and date of dispatch, and stocks of cards, pin mailers and other stationery to be sent to the Bank



/ATMBO, Mumbai. The bidder should also alert the Bank in case of re-order requirements for any specific kind of plastic well in advance of a stock- out situation.

13. Multiple quantities may be ordered for different variants of Cards for the quantity (say 1000 minimum) as per requirement of the Bank arising from time to time over a period of One year.
14. The bidder should integrate their MIS with a web based facility for online tracking the status of dispatch sent through courier / speed post.
15. Technical specifications of card plastics, EMV Chip Cum Magstripe Contact and EMV Dual Interface contact less Cards (VISA/RuPay) and collateral stationery are stated in Annexure D– Technical and Functional Specifications.

## 2. Project timelines

The Bidder is expected to adhere to the following broad timelines:

- The bidder will within a period of 4 to 6 weeks from the date of the Purchase Order obtain approval of the Bank and the card association regarding art work and applications, arrange for test cards, complete all infrastructural requirements and begin acceptance testing and delivery of EMV Chip Cum Magstripe Contact and EMV Dual Interface Contact less Cards (VISA/RuPay).
- The delivery of plastics must begin after the completion of acceptance testing.

Delay in beginning the delivery of Cards – if attributable to the Bidder – will result in liquidated damages at 1% of the order value per week, subject to a cap of 10% of the total order value. The delay in getting approval, if attributable to VISA/NPCI bidder will not be taken into account and the Bidder will not be penalized for the same.

## 3. Quality of Cards to be supplied:

Bidders must ensure that the physical characteristics of the cards to be supplied to the Bank must conform to the international standards for physical characteristics of cards as laid down vide the guidelines issued under ISO / IEC 7810 and as per Annexure D.

## 4. Terms & Conditions

### 4.1 Payment terms

Payment will be made on a monthly basis only after submission of invoices, production and dispatch MIS along with PODs and detailed sheets separately, for Non Personalized (Instant) and Personalized Cards for the actual number of Welcome Kits personalized and dispatched per the Bank's instructions. Dispatch will be deemed complete only when both card and PIN are dispatched and MIS of the same with PODs is provided. The bidder will pay the dispatch/postal/courier charges to the service provider identified by the Bank for dispatch of card and PIN mailer insta and/or personalize. Consequently the bidder will claim the dispatch charges on actual basis by submitting the copy of postal/courier charges/invoices along with the proof of delivery of the same for reimbursement from the Bank.

There will be no advance payment made by the Bank to the bidder for any part of the services within the scope of work.



#### 4.2 Contract validity period

The contract shall be valid for a period of One (1) year. The Bank intends to order approximately 100 Lakh cards with welcome kits in the contract period as specified in Annexure F – Bill of Material. The Bank shall be at liberty to place an additional quantity of welcome kits / other items mentioned in the RFP till the contract period is over.

Quantity quoted is only indicative and may change as per actual requirement of the Bank.

The indicative card quantity required for the entire contract period of 1 year is as follows:

Sr.No.	Card Type		RuPay	VISA
1	EMV Cum Magstripe Contact Cards	Normal	78,00,000	-
		Image Card	25,000	-
		Photo Card	25,000	-
2	EMV Dual Interface Contact Less Cards (including RFID Tag)	Normal	1,00,000	19,50,000
		Image Card	25,000	25,000
		Photo Card	25,000	25,000

These figures should not be treated as a commitment to order by the Bank and the Bank reserves the right to change the minimum order quantities in accordance with its requirements.

#### 4.3 Personalization of cards

Personalization of cards can be made in phases as mentioned in Annexure F – Bill of Material.

The card production file for the cards to be produced will be sent from the Bank's Card Department at ATM Back Office containing the details for card personalization. The Bidder will personalize the cards and print welcome kit and same will be dispatched by the courier agency / post office identified by the Bank.

#### 4.4 Period of validity of bids

The process of bid evaluation, approval and subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for 6 months after the date of opening of commercial bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

Earnest Money Deposit of all bidders, except successful bidders, shall be refunded on declaration of successful bidders by obtaining claim letter from the bidders. In case of successful bidders the same shall be refunded on completion of the bid process, execution of contract and on submission of PBG.

#### 4.5 Clarification of offers/RFP

To assist in the scrutiny, evaluation and comparison of offers, Allahabad Bank may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

A prospective bidder requiring any clarification of the RFP may notify the Purchaser in writing or by fax/e-mail at the Purchaser's mailing address indicated in the invitation For Bids (IFB) as per Annexure -K. The Purchaser will respond in writing /by email / publish in its official website, to any request for clarification of the RFP, which it receives 2 (two) working days prior to the date of Pre-Bid Meeting.



#### 4.6 Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled. Correct technical information of the product being offered must be filled in. Filling in of the information using terms such as “OK”, “accepted”, “noted”, “-“ is not acceptable. Allahabad Bank may treat offers not adhering to these guidelines as unacceptable.

#### 4.7 Revised technical and indicative commercial bid

If necessary, the bank reserves the right to call for revised technical and indicative commercial bid from all the eligible bidders for this Tender.

#### 4.8 Costs and currency

The offer must be made in Indian Rupees only.

The cost shall be compared for Total Cost of Ownership (TCO) on the stated quantities in this RFP. The price quoted should be exclusive of taxes. All costs should be given in Figures and Words. No cost variation will be permitted other than statutory dues (Upward revision of taxes will be borne by the Bank and benefit of downward revision of taxes shall be passed by the vendor to the Bank). The TCO shall be calculated on the basis of one welcome kit multiplied by the number of welcome kits requirement projected and mentioned in this RFP. No separate quotes are required for helpline services & other services. Vendors are required to absorb these items in the rate they quote for one welcome kit.

#### 4.9 Indemnity

- a. The Bidder shall, at its own expense, defend and indemnify the Bank against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by vendor. Vendor will provide infringement remedies and indemnities for third party products, on a pass through basis. The vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the vendor shall be fully responsible to pay such compensation along with all costs, damages and attorney’s fees and other expenses that a court may finally award, in the event of the matter being adjudicated by a court or that is included in a vendor approved settlement. The Bank will issue notice to the vendor of any such claim without delay and provide reasonable assistance to the vendor in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The vendor shall also reimburse all incidental costs, which the Bank incurs in this regard.
- b. In the event of the vendor not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this project.
- c. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.





#### 4.12 Quality standards

The vendor should abide by the quality standards and specifications prescribed by VISA and NPCI/RuPay for procurement / personalization. For welcome kit, the printing should be strictly in accordance with the specimen provided by the Bank. The Bank is looking for well proven product material, which is used by a large number of users in India.

#### 4.13 Order cancellation

Allahabad Bank reserves its right to cancel the order in the event of work not done as per the mutually agreed schedule. In addition to the cancellation of the purchase order, Allahabad Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the vendor and/or foreclose the bank guarantee for damages / losses incurred by the Bank.

#### 4.14 Penalties

It is absolutely essential for the vendors to understand that the cards are very important to be personalized in time and hence any delay in dispatch of cards will be viewed by the Bank seriously and will attract a penalty for non-compliance with the Turnaround Time mentioned below.

The Successful Bidder(s) should implement and ensure business continuity of Card personalization and supply services per the scope of the work.

Penalties may be in the nature of liquidated damages, deduction from the Invoices, withholding of payments or invocation of the Performance Bank Guarantee.

#### 4.15 Turnaround Time

The Bidder will maintain a Turn Around Time (TAT) as detailed below:

Cards / PIN – In case of both personalized & instant cards, 2 working days for dispatch of ATM Cards and PINs from receipt of Card Track data file and PIN printed confirmation or receiving the PIN printing data. In case of non – personalised (instant) cards, card and PIN will be dispatched in the same envelope.

Urgent requirements of Cards / PIN - 24 hours (From the time the data file is received by the Bidder).

The Bidder will endeavour to provide cards / PINs with a shorter TAT and the same may be indicated in the bid.

The overall period of complete cycle for receipt of ATM Cards at branches or the Centralized Processing Centre as directed by the Bank should not exceed 10 days from the date of request.

The successful bidder shall remain responsible for the quality of plastic. In case the cards start providing problems due to the plastic quality of card, the entire lots of cards shall be rejected and no payment shall be made to the supplier on this account and suitable penalties as may also be levied

Item	Penalty
Non production of proof of dispatch of card within 2 working days from submission of Card File generated.(Personalised Cards)	The Bidder shall be charged penalty for not adhering to the TAT at the rate of Re. 2.00 per day per card not produced/dispatched subject to a cap of 10% of default quantity.



Item	Penalty
Non production of proof of dispatch of PIN mailer within 2 working days from receipt of confirmation of availability of printed PINs at specified location or receiving the PIN printing data.	The Bidder shall be charged penalty for not adhering to the TAT at the rate of Re. 2.00 per day per PIN not dispatched subject to a cap of 10% of default quantity bill.
Non production of proof of dispatch of Card & PIN within 2 working days from receipt of confirmation of availability of printed PINs at specified location or receiving the PIN printing data. (Non-personalised Cards)	The Bidder shall be charged penalty for not adhering to the TAT at the rate of Re. 2.00 per day per Card & PIN not dispatched subject to a cap of 10% of default quantity bill.
Return of a consignment for illegible address Label	Re-sending the consignment by the vendor without any cost to the Bank.
Return of a consignment in broken condition for poor packaging.	Re-sending the consignment by the vendor without any cost to the bank.

**Note:** This TAT is applicable for bulk file upto 50,000 Card Track Data file and PIN mailers. For every additional 50,000, additional 1 day TAT will be given to the vendor. (For example- For the track file of 50,000 to 1,00,000, vendor has to maintain the TAT of 3 working days for both card & PIN and so on.)

#### 4.16 Acceptance test

At its discretion, the Bank will conduct an acceptance test at Mumbai Back Office. The test will include physical verification and testing. There shall not be any additional charges payable by the Bank for carrying out this acceptance test. In the event of any errors and discrepancies detected during acceptance testing, resulting in corrective action on the part of the vendor, the schedule for acceptance testing will be revised on a mutually convenient date at the cost and expenses of the vendor. The Bank reserves the right to get the cards and welcome kits tested by a consultant/agency of its choice and the vendor will not object to the same. The Bank will test the packing and conduct a drop test, to ensure the strength of packing not to go astray during transit in postal/courier channel.

#### 4.17 Infrastructure

The vendor has to maintain the proper infrastructure at the vendor's site / site proposed by the Bank, including Machines for personalization of Cards, Manpower to run the machines, Maintenance and spares for the machines, Consumables for the machines, Manpower to dispatch the personalized cards and responding to queries raised by bank with details/ confirmation for dispatch/ non dispatch.

The vendor will receive the data for the Cards from the department notified by the Bank and deliver personalized cards / kits to the Courier Agency / Speed Post.

#### 4.18 Insurance

The vendor will ensure insurance cover for the infrastructure deployed for card / PIN production, as well as for transfer of printed cards and PIN mailers to the Bank's Centralized Processing Centre, branches or customer addresses. Details of the insurer and the nature of insurance procured must be made available to the Bank after agreement with the Bank within 2 weeks.

#### 4.19 Service Level Agreement (SLA)

The terms and conditions in this section will be binding on all the vendors and shall also form part of the purchase order and the Service Level Agreement (SLA) to be signed by the





successful bidders. The Service Level Agreement will have to be executed within 15 days from the receipt of Purchase Order and before starting the services.

#### 4.20 Non-transferable offer

This tender document is not transferable. Only the party to whom it is issued is entitled to submit the offer to the bank.

#### 4.21 Right to alter quantities

The Bank reserves the right to alter the quantities specified in the tender in the event of changes in plans of the Bank. The Bank at its discretion may order personalization of more or less than the quantity under the tender and avail personalization services including preparation of Welcome kits and Administration for the same at the same price and terms.

#### 4.22 Technical inspection and performance evaluation

The Bank reserves the right to carry out technical inspection of Plastic cards /Chip quality/Chip specification/ welcome kit Personalization / dispatch of cards by the Vendor at its discretion.

#### 4.23 Delivery

The vendor should complete the activity of card personalization, putting the same in envelope, PIN mailer printing, PIN printing, stuffing the welcome letter, user guide etc, and delivery thereof to the Postal/Courier agency as per the below schedule.

Card/PIN Type	TAT
Personalised Card	2 working days from supply of card data
PIN	2 working days from PIN printed confirmation or receiving the PIN printing data.
Non-personalised Card & PIN	2 working days from PIN printed confirmation or receiving the PIN printing data.

For any delay beyond above, reasons should be submitted to the bank in writing. The Bank will be at liberty to accept or decline any such reason, and delay shall be subject to penalty as detailed in Clause 4.15 above.

The vendor should send daily MIS to the bank through e-mail regarding the details of the cards handed over to the courier agency / post office. Failing in which will be considered as non-compliance of the same and penalty will be levied as Rs.1,000/- per day for first 10 days afterwards from 11th day Rs.5,000/- per day penalty will be levied and deducted by the Bank from invoices submitted by the vendor.

#### 4.24 Stocking of Welcome Kits and Card Plastics

The vendor should stock the printed welcome kits and procured card plastics following the VISA specifications for EMV Chip Cum Magstripe Contact and EMV Dual Interface Contact less Cards whereas RuPay specifications for RuPay EMV Chip Cum Magstripe Contact and EMV Dual Interface Contact less Cards in this regard. The vendor is required to maintain complete record of dispatch and the stock of cards and welcome kits. The stock shall be subject to periodic audit by the bank or its representatives and the vendor should make necessary arrangements for the same. The service provider has to ensure continuous supply of said cards and welcome kits and should avoid any stoppage in production for want of card plastic and/or welcome kits.

The Service Provider shall be required to place order for plastics and collaterals, maintain sufficient stock of blank plastics (pvc) / collaterals for at least 60 days consumption to meet out any disruptions in supply. The Service Provider shall be required to make arrangements



for safe keeping of the plastic and collaterals in their premises as per the standards laid down by VISA International and NPCI in this regard. Service provider should maintain proper records. Bank reserves the right to inspect such records periodically.

#### 4.25 PIN Mailers

PIN Mailers for the Non Personalized (Insta) as well as personalized cards will be printed at the ATM Switch setup or Bank's identified location. Vendor has to supply sufficient number of PIN Mailer stationery well in advance at the Identified location. The vendor shall make his own arrangement for transportation of PIN Mailers to location of dispatch / bureau / administration centre from where courier /speed post will arrange for dispatch.

Bank May ask the finalized vendor or any other vendor to print the PIN and vendor have to maintain and ensure the proper security & confidentiality.

Vendor must have arrangement for providing all required MIS from the PIN dispatch location/centre. The staff engaged in PIN stuffing / transport of PIN Mailers shall be rotated periodically.

#### 4.26 Service requirements

Bank reserves the right to review the performance of the vendor in every 3 months for quality of Chip specified; durability of Chip and Plastic (pvc) cards and welcome kits with personalization parameters. Bank reserves the right to terminate the contract with immediate effect for poor quality performance. Non-compliance of any of the prescribed conditions would entitle the Bank to cancel the order anytime.

The quality of card personalization will be judged based on the look and durability of the items printed on the card and the clarity of the matter printed on the card wherever applicable.

#### 4.27 Warranty

The vendor should warrant against fading of the personalized details on the card and loss of data in the magnetic stripe for at least 7 years for the cards in circulation and 10 years of EMV Chip provided. This warranty shall be valid even after the termination of the agreement between the Bank and the vendor. The Bank may extend the validity of the Performance Bank Guarantee provided by the vendor in accordance with Section 4.35 to ensure that this warranty is complied with.

#### 4.28 Returned card management

The vendor shall be treated as the addressee in case of a returned consignment. The vendor shall maintain a proper record of such returns with specific reasons and re-dispatch of these cards / consignments after remedial measures are complied with, duly recorded, without any extra charge to the Bank.

#### 4.29 Compliance to Terms and Conditions

It is essential that all the vendors should agree to all the above-mentioned terms and conditions and they should submit one statement to that effect on the letterhead of the vendor along with the technical bid; otherwise the offer shall be rejected.

#### 4.30 Art Work

The Art Work for Card variants and Welcome Kits shall be specified by Bank. The Bank will have the right to change Artwork at any time during the validity of contract. Bank will provide the Art Work as per requirement and vendor will arrange to take necessary approval from the authorities like RuPay/VISA and minor changes, if required, at no extra cost. However, sufficient notice shall be given by the Bank to enable the vendor to exhaust its existing stock of cards.



#### 4.31 Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non- performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the vendor, i.e. Force Majeure. For the purpose of this clause, 'Force Majeure' shall mean an event beyond the control of the vendor, due to or as a result of or caused by acts of God, Wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include the Vendor's fault or negligence or carelessness on the part of the Vendor, resulting in such a situation.

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of the Bank shall be final and binding on the Vendor.

#### 4.32 Termination

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

#### 4.33 Resolution of disputes and arbitration

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

In case the other party doesn't agree for the sole arbitrator appointed by the bank then each party shall appoint one arbitrator and the two appointed arbitrator shall appoint the third arbitrator who will act as presiding arbitrator as per the provision of the Arbitration & Conciliation Act, 1996. The arbitration will be in English. The venue for such Arbitration shall be Kolkata.

#### 4.34 Applicable law and jurisdiction of court

The Contract with the selected vendors shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

#### 4.35 Performance Bank Guarantee

The successful bidders will furnish an unconditional and irrevocable Performance Bank Guarantee for 10% of the Total Cost of Ownership, in the ratio of 60:40 (quantity distribution between L1 & L2) for one (1) years and valid for 15 months including a claim period of 3



months, validity starting from its date of issuance. The PBG shall be submitted to the Bank within 15 days of issuance of notification of the award by the Bank and before the signing of the contract. The format for the PBG is stated in Annexure I – Performance Bank Guarantee Format.

The terms and conditions for the Performance Bank Guarantee are as follows:

- The PBG shall be issued by a Scheduled Commercial Bank in India.
- The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder.
- The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- Each page of the PBG must bear the signature and seal of the BG issuing Bank and BG number.
- In the event of the successful bidder being unable to service the contract or causing delay in providing the requisite service for whatever reason, the Bank reserves the right to invoke the PBG at its sole discretion.
- Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the successful bidder for its failure to complete its obligations under the contract. Bank shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the successful bidder is in default.
- The Bank shall also be entitled to make recoveries from the successful bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- The Bank reserves the right to extend the validity of the Performance Bank Guarantee beyond the contract period for reasons including but not limited to the warranty clause mentioned in Section 4.27.
- The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the PBG.

## **5. Utilisation of Know-how and Personnel for Competitors**

- 5.1 The Bank prohibits the Bidder from using any information or know-how gained in this contract for another organization whose business activities are similar in part or in whole to those undertaken by banks anywhere in the world without prior written consent of the Bank for a period of three years from the date of the contract.

## **6. Intellectual Property Rights**

- 6.1 Bidder warrants that the Inputs and deliverables (including Hardware, Software, Documentation, etc) provided to the Bank shall not infringe upon any third party intellectual property rights, including copyrights, patents, trade secret, mask word, trade mark, utility model, industrial design and other intellectual property rights of any nature whatsoever. The Bidder has to ensure that such third party rights are not infringed even in case of equipment/ software provided on behalf of consortium as Bidder. In the event that the



deliverables become the subject of a claim of violation or infringement of such third party's intellectual property rights, Bidder shall, at its choice and expense: (a) procure for Bank the right to continue to use such Deliverables; (b) replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing deliverables; or (c) if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse Bank for any amounts paid to Bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the Bank to use the proposed solution.

- 6.2 The indemnification obligations stated in this clause apply only in the event that the Indemnified Party provides the Indemnifying Party prompt written notice of such claims; grants the Indemnifying Party sole authority to defend, manage, negotiate or settle such claims; and makes available all reasonable assistance in defending the claims (at the expense of the Indemnifying Party). Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the Indemnified Party make any payment or bear any other substantive obligation without the prior written consent of the Indemnified Party. The indemnification obligations stated in this clause reflect the entire liability of the parties for the matters addressed thereby.
- 6.3 Bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software.
- 6.4 Bidder also acknowledges any intellectual ideas of Bank's team members and business processes of Bank that are incorporated in the system are the intellectual property of Bank to that extent and Bidder has to deal the matter in a way they shall deal with intellectual property rights and shall not share or use such intellectual property without prior consent of Bank in a written communication.
- 6.5 The Bidder shall ensure that the hardware, software etc. provided to the Bank meets all the requirements as envisaged in the scope of this document (and Annexures referred to in the RFP).
- 6.6 The Bidder shall install the equipment and commission the infrastructure and acceptance test at the Bidder's own cost as per the accepted time schedules. The Bidder is liable for penalties levied by Bank for any deviation in this regard. The Bidder shall provide for all tools, testing instruments, drivers, consumables required to install, configure, and test the infrastructure without any further charge, expense and cost to Bank.

## **7. Solicitation of Employees**

- 7.1 Bidder will not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of the Bank directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.





## 8. On-site visit

- 8.1 The Technical Team of the Bank may visit the management centre and other facilities of the Bidder who qualify the eligibility criteria, in case of need, besides onsite visit to other Banks where such Bidder is providing the said services, to evaluate the technical capability of the Bidder and costs incurred by the team representing the Bank will be borne by the Bank.

## Section III: Bid Guidelines

## 9. Bid Price:

- 9.1 The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website [www.allahabadbank.in](http://www.allahabadbank.in) or Bank's present E-Tender website [www.tenderwizard.com](http://www.tenderwizard.com) and the bid should be submitted on or before the due date and time brought out in the bidding document at the address given below:

**Assistant General Manager,  
Department of Information Technology,  
Allahabad Bank, 2<sup>nd</sup> Floor, 2 N. S Road,  
Head Office, Kolkata - 700001**

- 9.2 Bidders should note that all the information required by the Bank in RFP needs to be provided. Incomplete information may lead to rejection of the tender document submitted by the vendor.
- 9.3 A non refundable bid amount of Rs. 15,000/- is to be paid by means of a demand draft favouring Allahabad Bank, payable at Kolkata being cost of Bid document. The amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP or procurement process at any stage. If bid is downloaded from website, the cost of the bid may be paid in the form of a demand draft while submitting the Bid.
- 9.4 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 9.5 In the event of non-payment of the fee of Rs. 15,000/- towards the RFP form at the time of tender submission, the offer will not be opened/ considered.
- 9.6 MSME (Micro Small and Medium Enterprises) are exempted from Bid Price for which concerned enterprise needs to provide the supporting documents certifying the eligibility of the bidder during the current year.

## 10. Bid Security / Earnest Money Deposit:

- 10.1 **The bidder shall furnish a bid security (as per the Annexure - H) for Rs.50,00,000/- (Fifty Lakhs only), as a part of their bid.**
- 10.2 The bid security is required to protect the Purchaser against risk of bidder's conduct during the period of bid validity.
- 10.3 The bid security shall be denominated in INDIAN RUPEES only and shall be in the form of



- Bank Guarantee, issued by a Scheduled Commercial Bank located in India, as per the format given in **Annexure - H and should be valid for sixty (60) days, beyond the validity of the bid.**
- 10.4 Any bid not secured in accordance with Clause-10.1 and 10.3 above will be rejected by the Purchaser as non-responsive.
- 10.5 The bid shall remain valid for 180 days after the scheduled date of opening of Technical Bid prescribed by the Purchaser. Therefore, the bid security will have to be submitted valid for a period of (180+60) days. **A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.**
- 10.6 The Bid security shall be forfeited:
- (a) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;
  - Or
  - (b) In case of successful bidder, if the bidder:
    - (i) Fails or refuses to sign the Contract Form;
    - Or
    - (ii) Fails or refuses to furnish the Empanelment Security, in accordance with the Terms & Conditions of the RFP or Contract.
- 10.7 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of validity of the bid and bid security. The request and the responses thereto shall be made in writing or by fax or email. The bid security provided under Clause-10 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.
- 10.8 The Bid Security of the unsuccessful bidders will be discharged upon completion of bid-evaluation process. The Successful bidder(s), however will be required to submit the empanelment security for the period of empanelment as per clause 10.11 below.
- 10.9 The Bid Security will be refunded to the unsuccessful bidders only after completion of the bid process.
- 10.10 No interest will be payable on the Bid Security amount.
- 10.11 The successful Bidders should replace the bid security with a performance bank guarantee (10 % of the TCO of the project, in the ratio of 60:40 of L1 & L2) which is valid for a period of 15 months (including 3 months of claim period) from the date of Letter of Intent (LOI), with an action period of 10 days after receiving a formal order. A Performance security valid for a shorter period shall be rejected by the Purchaser, as non responsive.
- 10.12 MSME (Micro Small and Medium Enterprises) are exempted from Bid Security for which concerned enterprise needs to provide the supporting documents certifying the eligibility of the bidder during the current year.

## **11. Two Bid System Tender**

- 11.1 The offer will be in two parts - Technical and Commercial (Reverse Auction).
- 11.2 **The Bank would adopt the E-Tendering process for the submission of Commercial Bid, whereas the technical Bid is to be submitted in physical form.**
- 11.3 Technical Bid in duplicate duly sealed and super-scribed 'Bid for Supply of Personalised EMV Chip cum Magstripe contact Cards in Allahabad Bank - Technical Bids' shall be submitted as per bid details given in the RFP. **Softcopy of the**

**Department of information Technology**





**Technical Bid in MS-Word/PDF format should be submitted in a CD(R)/DVD (R), properly super-scribing Bidder's Name and "Bid for Supply of Personalised EMV Chip cum Magstripe contact Cards in Allahabad Bank - Technical Bids", in the inner envelope containing the Original Technical Bid".**

- 11.4 The covers should also indicate name and address of the vendor submitting the offers.

**The covers should be addressed to,**  
The Assistant General Manager,  
Department of Information Technology,  
Allahabad Bank, 2<sup>nd</sup> Floor, 2 N. S Road,  
Head Office, Kolkata – 700001.

- 11.5 The bid not submitted in the prescribed format or incomplete in details may be liable for rejection. Allahabad Bank will not be responsible for non receipt of bids within the specified date and time due to any reason including postal delays or Holidays.
- 11.6 The Technical Bid and Commercial Bid should be prepared in an organized, structured and neat manner.
- 11.7 The Technical Bid including Brochures/leaflets etc. should be submitted in Technical Bid as a bound document and not in a loose form.
- 11.8 All the pages of the Technical bid should be **serially numbered indicating beginning and ending page on each and every page** (for e.g. : *page 1 of 99*) ..
- 11.9 If the inner & outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 11.10 If envelope earmarked as "Original Technical Bid" is found to contain "copy technical bid", then that bid may be rejected, as per bank's discretion.
- 11.11 Telex, Cable, Facsimile or E-mail Bids will be rejected.

## **12. Technical Offer (TO)**

- 12.1 It is mandatory to provide the technical details in the exact format of Technical Specifications of Equipments & Accessories offer given in the RFP. Correct technical information of the product being offered must be filled in. **Filling of the information using terms such as - "OK", "Accepted", "Complied", "Noted", "As given in Brochure/manual"- is Not acceptable.** The Purchaser reserves the right to treat offers, not adhering to these guidelines, **as unacceptable.**
- 12.2 The Purchaser shall not allow/permit changes in the technical specifications once it is submitted.
- 12.3 **The relevant information, technical specification sheets, documents in support of various certifications, wherever applicable, as asked for by the bank etc., should be submitted along with the offer.** Non-submission or partial submission of this information along with the offer could result in **disqualification.**
- 12.4 The Technical offer (TO) should be complete in all respects and contain all information asked for in this document any deviation is likely to cause rejection of the bid.
- 12.5 It is mandatory to submit the technical details only in the prescribed formats duly filled in, along with the offer. The Bank, at its discretion, may not evaluate a TO in case of non-submission or partial submission of technical details. Bank may ask the vendor to furnish the support documents, if required.

**12.6 Executive Summary:**

The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Vendor's organization and position with regards to services mentioned in the RFP in the Banking Sector. A summary of the Vendor's products and services that will be provided as part of this procurement should follow, with a brief description of the unique qualifications of the Vendor. Information provided in the Executive Summary is to be presented in a clear and concise manner.

**12.7 The Technical offer must NOT contain any price information.**

12.8 The Technical offer is further divided into two sections (1. Eligibility criteria and 2. Technical offer) and shall comprise of the following documents:

- a. Power of Attorney in the name of person who is authorized to sign and participate in the bid process.
  - b. Covering letter on the prescribed format (Annexure - A)
  - c. Executive Summary
  - d. Delivery Schedule plan:  
Detailed Work Plan (Project Plan) for all the equipment as mentioned in Section II (Scope of Work and Project Timelines) of this document. A PERT chart providing the delivery plan and scheduled date of commencement of delivery and completion of the delivery should also be provided.
  - e. Confirmation with the eligibility criteria (Annexure - B) with required certificates / documents / proof
  - f. Confirmation of Technical & Functional Specifications (Annexure - D)
  - g. Reference Site details (Annexure - E)
  - h. Copy of the RFP duly putting the seal and signature on all the pages of the document for having noted the Contents and testifying conformance to the terms and conditions set out.
  - i. Documentation (Product Brochures, leaflets, manuals etc.)
  - j. Masked Indicative Commercial Bid (without Price Details) – Annexure – F
  - k. Bidder Details (Annexure-G)
  - l. Bid security of Rs.50,00,000/- (Rupees Fifty Lakhs Only), in the form of a demand draft or Bank Guarantee (as per the format mentioned in (Annexure - H) issued by a scheduled commercial bank favouring Allahabad Bank, payable at Kolkata.
  - m. Bid price of Rs.15,000/- (Rupees Fifteen Thousand Only), in the form of a demand draft issued by a scheduled commercial bank favouring Allahabad Bank, payable at Kolkata. In case of nonpayment of this fee along with the tender document the offers will not be opened / considered.
  - n. Compliance certificate in Annexure – J
  - o. Query on eligibility criteria in Annexure – K
- 12.9 The bidder should agree and confirm to the terms & conditions specified in the RFP. The bidder is advised not to specify or mention any other terms and conditions, as the Bank may take such conditions as deviations/non - conformity with the RFP terms.
- 12.10 The Bidder should provide proof that he has successfully supplied EMV debit cards to different banks. Bidder is required to furnish a letter from the respective Bank, where EMV cards are already supplied. Bank is entitled to make its own independent queries to verify the claims of the bidders.



### 13. Indicative Commercial Bid (E-Tendering) Commercial Offer

- 13.1 The Bank will adopt E-Tendering process for online submission of Indicative Commercial Bids. The service provider for Bank's e-Tendering process is M/s Antares Systems Limited and the portal address for the same is [www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank), wherein the necessary details for e-Tendering are available.
- 13.2 The prospective bidders are advised to submit only the indicative commercial bids online. The following steps are to be taken for online submission of Commercial Bids:
- Registration with Service Provider Portal [www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank)
  - The bidder should possess Class III Digital Signature Certificate (Mandatory).  
(Commercial Bids will not be uploaded without Digital Signature Certificate)
  - M/s Antares Systems Ltd. may be contacted (*as per details under*), in case of any clarification/assistance required with respect to uploading of the Indicative Commercial Bid before the schedule date & time of Online Bid Submission.

Contact Persons:-

Mr. Kumar Chandan :09674758720

Mr. Debraj Saha :09674758721

Mr. Kushal Bose :07686913157

Helpdesk :09674758722

E-mail : [kumarchandan@antaressystems.com](mailto:kumarchandan@antaressystems.com)

[debrajsaha@antaressystems.com](mailto:debrajsaha@antaressystems.com)

Bidders are required to submit their Tender Request latest by 11.00 Hrs on 07.05.2018 (*Last Date and time of sale of RFP*) at the portal [www.tenderwizard.com/abbank](http://www.tenderwizard.com/abbank). **Without the tender request process within the said schedule, the bidder will not be able to submit the Commercial bid online.**

The prospective bidders are advised to ensure on-line submission of Commercial Bid (Annexure - F) only in a single *pdf* file with name "*Comm.pdf*" of size less than 5MB, duly signed and stamped by the authorized signatory latest by the last date and time of submission of Bids.

- 13.3 The Indicative Commercial offer should give all relevant price information and should not contradict the Technical offer and masked commercial offer in any manner.
- 13.4 For both goods manufactured in India or goods of foreign origin already located in India and goods offered from outside India, the prices should be quoted in Indian Rupees only.
- 13.5 The bidder shall indicate on the appropriate Price Schedule, specifying the unit prices of the goods proposed to be supplied.
- 13.6 Indicative Commercial offer should give all the relevant price information in line with "Price Composition".
- 13.7 It should be as per the formats Annexure – F only.
- 13.8 It should not contain any terms and conditions or additional documents.
- 13.9 **The bidders are advised in their own interest, to quote the best possible offer for the item offered.**

### 14. Price Composition

- 14.1 The price quoted should be only in Indian rupees only.
- 14.2 The prices offered shall be on a fixed price basis and should not be linked to the Foreign exchange rate fluctuation.
- 14.3 The component of GST should be shown separately in the invoice.



- 14.4 The TCO should include item wise total cost of the 100 Lakh EMV Cards as mentioned in Annexure – F.

## 15. Evaluation Methodology

The Techno-Commercial evaluation process will consist of two stages:

- I. Technical Evaluation
- II. Commercial Evaluation (reverse auction process details are mentioned in Annexure-O)

The evaluation process aims to find out the best fit (based on technical and commercial evaluation) of bidder and can be summarized in the following points:

- Only those bidders who qualify as per the Eligibility criteria (Annexure B) will be considered for technical evaluation. Bids which do not qualify will be rejected.
- The technical evaluation shall be performed first to identify the list of technically qualified Bidder as per the technical evaluation criteria defined in the RFP. Each bidder shall be assigned a technical score.
- The bidders should submit the indicative commercial bill of materials covering cost for each solution (for each line item) and total cost for the bank as per Annexure F.

## 16. COST OF BIDDING:

- 16.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 17. PRE-BID MEET :

- 17.1 Only the prospective bidders, **who have purchased a copy of the RFP**, will be eligible to attend a pre-bid meeting to be held, as indicated in the Bid Data Sheet, after publication of RFP and well before the last date for receipt of bids. Upto a maximum of two representatives of each prospective bidder will be permitted to attend the pre-bid meeting. However the Purchaser, at its discretion, may permit any additional representative of any prospective bidder or any representative of manufacturer of the related equipments to attend the pre-bid meeting.
- 17.2 The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised upto that stage. The issues/questions to be raised must be in writing. The Purchaser will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 17.3 Clarifications including the text of the questions raised (without indicating the source of inquiry) will be sent to all prospective bidders who have purchased the RFP, allowing at least seven days time, prior to the last date for receipt of bids.
- 17.4 Non-attendance at the Pre-bid Meeting will **not** be a cause for disqualification of a bidder.



## **18. AMENDMENT OF RFP:**

- 18.1 Any modification of the RFP, which may become necessary as a result of the Pre-bid Meeting or otherwise, shall be made by the Purchaser exclusively through the issue of an Addendum/ Corrigendum.
- 18.2 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment.
- 18.3 All prospective Bidders who have purchased the RFP will be notified of the amendment in writing or by fax or e-mail and will be binding on them.
- 18.4 In case of amendment(s) taking place in the RFP, the Purchaser at its sole discretion, may extend the deadline for the submission of bids to ensure availability of reasonable time to the prospective bidders for preparing their bids.

## **19. LANGUAGE OF BID:**

- 19.1 The bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder & the Purchaser, shall be written in English.

## **20. FORMAT AND SIGNING OF BID:**

- 20.1 The Bidder shall prepare two copies of the Technical bid, clearly marking each “Original Technical Bid” and “Copy Technical Bid” as appropriate. In the event of any discrepancy between them, the original shall govern. **Original copy of Bid Security should be submitted with the Original Technical Bid.**
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. All pages of the Bid, except for un-amended printed literature shall be initialled by the person or persons signing the bid.
- 20.3 The bid shall contain no interlineations, erasures or overwriting, except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

## **21. DEADLINE FOR SUBMISSION OF BIDS:**

- 21.1 Bidders must ensure that their Technical Bids are received by the Purchaser at the address specified under Clause 11.4, no later than the time and date specified in the IFB. Further they have to ensure that their Indicative Commercial Bid must be submitted online latest by the last date and time of submission of bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- 21.2 The Purchaser may, at its discretion, extend the deadline for submission of Bids by amending the RFP in accordance with Clause-18, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.





## **22. LATE BIDS:**

- 22.1 Any bid (Technical or Online Commercial or both) submitted by the bidder after the deadline for submission of bids prescribed by the Purchaser, pursuant of Clause- 12 & 13, will be rejected.

## **23. MODIFICATION AND WITHDRAWAL OF BIDS :**

- 23.1 The Bidder may modify or withdraw its bid after submission of the bid, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 23.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause – 12 & 13. A withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 23.3 No bid may be modified subsequent to the deadline for submission of Bids.
- 23.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to Clause – 10.6.

## **24. BID OPENING:**

- 24.1 As the Technical bids will be evaluated first for technical suitability, the Purchaser will open only the Technical Bids as per the schedule mentioned in RFP. The Indicative Commercial bids for reverse auction, of only technically qualified bidders will be opened on a later date, subsequent to the technical evaluation. The Purchaser will notify the date and time of opening of the Indicative Commercial bids & reverse auction to the technically qualified bidders.
- 24.2 Attendance of all the authorised representatives of the bidders, who are present at Bid Opening will be taken in a register against name, name of the company and with full signature.
- 24.3 Each Bid will be numbered serially, signed and dated by the three Officers of the purchaser.
- 24.4 The following details will be announced at the bid opening –
- a) Bidder's names,
  - b) Bid Modifications or withdrawals
  - c) Technical Details (in case of Technical bid opening),
  - d) Indicative Bid Prices (in case of Commercial bid opening),
  - e) Presence or absence of Bid Security (in case of Technical bid opening) and such other details as the Purchaser, at its discretion, may consider appropriate.
- 24.5 Alterations in the bids, if any, made by the bidder would be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorised by the executive who has signed the bid.
- 24.6 Wherever any erasing or cutting is observed, the substituted words would be encircled and initialled by the bank officer singly and the fact that such erasing / cutting of the original entry were present on the bid at the time of opening should be recorded.
- 24.7 An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared.



- 24.8 Bids (*and modifications sent pursuant to Clause-23.2*) that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.
- 24.9 Indicative Commercial bids of those bidders who have not been technically qualified will not be opened for further evaluation.

## **25. PRELIMINARY EXAMINATION:**

- 25.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 25.1.1 Bids from Agents without proper authorisation from the manufacturer shall be treated as non-responsive.
- 25.2 Arithmetical errors will be rectified on the following basis –
- 25.2.1 If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected.
- 25.2.2 If there is a discrepancy between words and figures, the amount in words will prevail.
- 25.3 The Purchaser, at its discretion, may waive any minor informality, nonconformity or irregularity in a Bid, which does not prejudice or affect the relative ranking of any Bidder. This shall be binding on all bidders and the Purchaser reserves the rights for such waivers.
- 25.4 Prior to the detailed evaluation, pursuant to Clause-15, the Purchaser will determine the substantial responsiveness of each bid to the RFP. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the RFP without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 25.5 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

## **26. CONTACTING THE PURCHASER:**

- 26.1 No Bidder shall contact the Purchaser on any matter relating to its Bid, from the time of the bid opening to the time the Empanelment of vendors is made.
- 26.2 Any effort by a Bidder to Influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.





## **27. SELECTION OF VENDORS ON RATE CONTRACT BASIS:**

- 27.1 After completing the commercial evaluation process (reverse auction as per Annexure - O), the Purchaser will select two vendors (L1 & L2) who have quoted lowest TCO prices in respect of quantity mentioned in the RFP. If a vendor does not agree to provide EMV Debit Cards on the quoted price, an opportunity will be given to next higher vendor on L1 bidder price.
- 27.2 Head Office will procure the Cards from the selected vendor.

## **28. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:**

The Purchaser reserves the right at the time of award of contract to increase or decrease, the quantity of goods & services originally specified in the Schedule of Requirements without any change in price or other terms and conditions.

## **29. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

## **30. INFORMATION FOR SELECTION OF VENDOR:**

- 30.1 Prior to expiration of the period of bid validity, the Purchaser will inform to selected bidder in writing or cable/fax/email, further confirmed in writing by registered letter, that the bidder has been selected as vendor by the Purchaser.
- 30.2 The information for selection will constitute the basis for formation of the Contract.

## **31. SIGNING OF CONTRACT**

- 31.1 At the same time as the Purchaser informed the bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form (*Annexure - L, already provided in the RFP*), incorporating all agreements between the parties.
- 31.2 Within 15 (Fifteen) working days from information for selection, the bidder shall sign the contract.
- 31.3 Failure of the selected Bidder to comply with the requirement of clause 31.1 and 31.2 shall constitute sufficient grounds for the forfeiture of the bid security, in which event the Purchaser at its discretion may empanel the next ranked bidder.



### **32. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

- 32.1 The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers, without assigning any reason whatsoever.
- 32.2 Purchaser will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.
- 32.3 Purchaser reserves the right to make any changes in the terms and condition of the purchase.

### **33. Termination for Default**

- 33.1 The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part after giving a 1 Month notice period, if the Bidder fails to perform any obligations(s) under the Contract.
- 33.2 In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

### **34. Confidentiality**

- 34.1 This document contains information confidential and proprietary to the Bank. Additionally, the Bidders will be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, and / or legal action against the vendors for breach of trust.
- 34.2 Selected Bidder/s will have to execute a Service level agreement and non- disclosure agreement with the Bank within 1 (One) month of receiving formal order.
- 34.3 The Bidder (and his employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.
- 34.4 The Bidder, his employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract award.
- 34.5 In case of breach the Bank shall take such legal action as it may be advised.

### **35. LIMITATION OF LIABILITY**

Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence. Vendor shall not in any event be liable for any indirect or



consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Vendor is legally liable.

**36. Compliance with Statutory and Regulatory Provisions**

It shall be the sole responsibility of the Bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.

**37. LIMITATION ON PROMOTION**

The Bidder shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

**38. TAXES AND DUTIES**

- 38.1 The Bidder must ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable taxes/duties and all laws pertaining to contract employees/ labour laws are complied with.
- 38.2 Providing clarifications/particulars/documents etc. in relation to the project herein to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the sole responsibility of the Bidder at his cost.
- 38.3 **Tax deduction at Source** - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

**39. EXECUTION OF NON-DISCLOSURE AGREEMENT**

The Empanelled Bidders should execute Non-disclosure Agreement (NDA) as per Annexure-P within 15 days from the date of acceptance of Letter of Empanelment.

**40. Gopalakrishna Committee Recommendations:**

In terms of Gopalakrishna Committee recommendations on Information Security, Electronic Banking, Technology Risk Management and Cyber Frauds (Chapter-4 IT Services Outsourcing):

- Bank reserves the right to access all books, records and information relevant to the outsourced activities available with the service provider.
- Bank reserves the right to conduct audits on the service provider whether by its internal or external auditors, or by external specialists appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the bank.
- Bank reserves the right to allow the Reserve Bank of India or persons authorised by it to access the bank’s documents, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time.

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**Section IV: Annexures**

**Annexure – A – Covering Letter**

(Letter to the bank on the vendor's letterhead)

**To**

**Date:**

The Asst, General Manager,  
Allahabad Bank,  
Information Technology & Digital Banking Department,  
2<sup>nd</sup> Floor, Head Office,  
2 N.S. Road, Kolkata – 700001.

Dear Sir,

**Sub: Your RFP for Supplying, Printing, Personalisation & Dispatch of EMV Debit Cards  
RFP Ref No. HO/DITB/EMV CARD/2018-19/01 dated 16.04.2018**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for Supplying, Printing, Personalisation and Dispatch of the EMV Debit Cards as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP.

Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.

If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.

We agree to abide by this Scope Offer for 180 days from date of Scope (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely 'Prevention of Corruption Act, 1988'.

We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in



case the bank is of the opinion that the required information is not provided or is provided in a different format.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Demand Draft/Bank Guarantee for Rs.50.00 Lakhs (Rs. Fifty Lakhs only) favouring Allahabad Bank and payable at Kolkata, towards bid security, details of the same as under:

No. :  
Date :  
Name of Issuing Bank :

Yours faithfully,  
(Name & Designation, seal of the firm)

**ALLAHABAD BANK**

**Annexure – B – Eligibility Criteria**

We confirm having complied with all the prescribed eligibility criteria as under:

Sr. No.	Criteria	Documents to be submitted	Complied with (Yes / No)
1.	The Bidder should be a Company / Firm / MNC / Group Company registered in India and in operation in India for at least 4 years (2014-15, 2015-16, 2016-17, 2017-18) as on the date of bid submission.	Certificate of Incorporation / Registration	
2.	The bidder must have been in the business of manufacturing/embedding, supply, processing and personalization of EMV Chip Cum Magstripe Contact and /or EMV Dual Interface Contact less Cards (VISA/RuPay/Master) directly for Scheduled commercial Banks at least for last 4 years in India immediately preceding the date of submission of bids.	Acceptable Documentary Proof.	
3.	The bidder should be certified for EMV Chip Cum Magstripe Contact Cards (RuPay & VISA) Manufacturing/embedding and personalization by NPCI and VISA. It is the bidder's responsibility to obtain EMV certification from VISA and NPCI. Certificate should be valid on the date of submission of bids. If certification is expiring within 2 months from date of bid submission then bidder should ensure that renewal process has been initiated.	Certificate from Visa & NPCI(Rupay) for EMV Chip Card.  Documentary proof of renewal process initiation incase of expiring of certificate within 2 months from date of bid submission.	
4.	The bidder should be certified for EMV Chip Cum Magstripe Dual Interface Contact less Cards (VISA/RuPay) Manufacturing/embedding and personalization by VISA / NPCI. It is the bidder's responsibility to obtain EMV certification from VISA/NPCI and the certificate should be valid on the date of submission of bids. If certification is expiring within 2 months from date of bid submission then bidder should ensure that renewal process has been initiated.	Certificate from Visa/ NPCI(Rupay) for EMV Chip Card.  Documentary proof of renewal process initiation incase of expiring of certificate within 2 months from date of bid submission.	
5.	The bidder should not have been Blacklisted/ terminated by any Government/ Public sector organization/PSU Bank / IBA / RBI /any regulatory authority during the last five years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, at any point. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke/terminate any contract entered with the vendor and invoke Bank guarantee at its discretion.	Self-certification	
6.	The Bidder should have Operating & Net Profit during the last three financial years (2014-15, 2015-16 & 2016-17) and have a minimum turnover of at least <b>Rs 25 Crore</b> from the card business in each of the last 3 financial years, ( 2014-15, 2015-16 and 2016-17). These must be the individual Company's turnover and not that of any group of Companies. Net worth of the company should also be provided.	Audited financial statements & Certificate by Auditor.	



7.	The bidder should have sufficient capacity for supply of Welcome Kits to cater to the Bank's requirements of minimum 50,000 Welcome Kits per day. However, the Bank would use and exhaust existing stock of Welcome Kits before placing of fresh orders.	Self-certification along with details of the hardware deployed for said purpose, its capacity & current utilization to be provided	
8.	The Bidder should provide proof of <b>personalization &amp; supply of 50 Lakhs</b> EMV cards in last financial year (01.04.2017 to 31.03.2018) directly to Scheduled commercial Banks.	Certificate from Banks	
9.	In case of any part of the service being sub-contracted, the lead bidder should have legal agreements valid for atleast two years with its proposed service partner for plastic manufacture, stationery supply etc.	Copy of the agreements with respective partners to be provided	
10.	The bidder should have internal control and audit measures in place.	Copy of latest Audit Report.	
11.	The bidder should have Disaster Recovery and Business Continuity Plan in Place. DR/BCP site must be located in India.	DR and BCP plan, document and ownership /lease records of the facility like ownership of facility like purchase deed of land or facility.	
12.	The bidder / each consortium member should have ISO / security certification ISO 9001 and ISO 27001.	ISO certificate	
13.	The systems offered should not violate any Intellectual Property Rights.	Self Declaration	
14.	The bidder must have EMV chip cum Magstripe contact and/or EMV dual interface contact less cards (VISA/RuPay) plastic supply and personalisation services for atleast 2 Scheduled commercial Banks in India.	Certification from the Banks	
15.	Bidder should be able to take care of PIN printing facility in India.	Self certification and details of PIN printing facility in India	

Note:-Vendor must comply with all the 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. The Bank reserves the right to verify / evaluate the claims made by the vendor independently.

SIGNATURE

(Name & Designation, seal of the firm)

(The following documents are enclosed in support of our claim)



Annexure – C – Technical Evaluation Criteria

Bidders short listed on the basis of fulfilling Minimum Eligibility Criteria shall be further evaluated on the basis of the following criteria. (Minimum qualifying score will be 50 Marks.)

Sr. No.	Criteria	Max. Marks	Marks	Required documentary evidence
1	<p>The bidder should have at least 3 years of experience of undertaking personalizations including all the activities per the scope of the work given above for either VISA or RuPay Cards.</p> <p>&gt; 10 Years' experience &gt; 6 Years and &lt;= 10 Years' experience &gt; 3 Year and &lt;= 6 Years' experience = 3 Year</p>	20	20 17 15 12	Certificate from VISA /NPCI (RuPay) with date
2	<p>The bidder must have undertaken similar activities with Nationalized / Private / Foreign Banks and should supplement its claim by attaching relevant documents</p> <p>At least 1 Nationalised + 1 Private and/or Foreign bank At least 1 Nationalised bank At least 1 Private and/or Foreign bank None of the above</p>	20	20 15 10 0	Certificates / Purchase Orders from client banks
3	<p>Bidder should have processed and supplied more than <b>50 Lakh</b> Visa / RuPay EMV cards (Manufacturing/embedding and Perso) directly to banks in last financial year in India.</p> <p>&gt; <b>100 lakh</b> &gt; <b>75 lakh and &lt;= 100 lakh</b> &gt;= <b>50 lakh and &lt;= 75 lakh</b></p>	40	40 36 32	Certificates / Purchase Orders from client banks



4	The bidder should be in the business of end-to-end card management in India			
	Own manufacturing unit and perso bureau in India		20	
	Own manufacturing unit in India	20	15	Self-declaration
	Own personalization bureau in India		15	
Total		100		

\*The bidder in this case refers to a single bidder.

ALLAHABAD BANK

**Annexure – D – Technical & Functional Specification****Card Printing / Indenting**

1. Artwork as per VISA/NPCI specification (Bank's requirements)
2. Photograph of customer (Optional)
3. Logo of Bank as per specification
4. Card number
5. Name of customer
6. Expiry date
7. CVV number(If Applicable)
8. Hologram (optional)
9. Signature Panel
10. Contact Centre Number
11. Customer's Aadhar Number (optional)

1. **The EMV Chip cum Magstripe Contact Cards and EMV Dual Interface Contact less card should have the following specifications:**

**Interface card with Magstripe:**

<b>Description</b>	<b>Bidders Offer</b>	<b>Remarks/Deviation</b>
<b>8KB DDA Java contact card with gold contact chip card with the following specifications:</b>		
Compliant to ISO/IEC 7816 Standard for Contact Card & ISO/IEC 14443 for Contactless.		
Microprocessor based IC Card Minimum 8KB EEPROM or higher.		
Physical Card ID1 Format.		
White Plastic Standard – ISO/IEC 7810-ID1		
PVC Material with 800 micron thickness with maximum variation 5%		
Minimum 8 bit CPU.		
RAM Minimum 8 KB.		
Secure Hardware Crypto Coprocessor.		
RSA /ECC, 3DES (With 2 unique keys) /3KTDES, AES (AES can be in software or hardware. Hardware preferred).		
Common Criteria (EAL) should be EAL5+ (hardware).		
Memory secure encryption for RAM, ROM and EEPROM.		
Counter Measures against side channel attacks (SPA & DPA).		



Write Endurance should be 300000 cycles or higher.		
Data Retention period should be more than 10 years.		
Unique ID for each chip.		
OS should be hard masked on ROM or Flash.		
OS should be Java 2.2.x or higher/MULTOS 4.3.		
Global Platform 2.1.x or higher version/MULTOS 4.3		
EMV Authentications Methods Supported –DDA		
Support for EMV financial applications using Chip and PIN		
Validity of the chip shall be 10 years or more as on the date of supply		
VISA VSDC 2.8.1 or higher		
payWave 2.1.1 for contact less payment		
DES accelerator and 3DES support		
RuPay DPAS v1.1 or Higher		
Magnetic Stripe: HICO 2750 Oersted. ISO standards for Encoding, location of Track 1, 2&3. ISO/IEC 7810 – ID1		

Purchase order will be issued by the Bank and RuPay/VISA EMV card Vendor will give an Undertaking Letter to share the key values with the Bank/ personalisation Vendor authorised by the Bank and support the Bank with the key exchange process.

2.

Sl No.	ITEMs DESCRIPTION	REMARKS
1	Card	EMV cum Magnetic Stripe Card with VISA/RuPay new Brand Mark Design on the front.
		Required Keys for encryption and EMV personalisation and card issue is to be shared with Bank / Personalisation Vendor.
2	Card Design	Will be shared with technically qualified Bidders. The Bank will have right to change artwork at any time during the validity of contract at no extra cost.
3	Card Quality, Size and Thickness	Strictly as per VISA/RuPay Standards
4	Magnetic Stripe & Hologram	Redesigned Mini Dove Design hologram on the back of the card. HICO Magnetic stripe, as per VISA Standards above signature panel
5	Color	As per the design provided



6	Finish of The Card	Laminated
7	Security Code	Three-digit Security Code (CVV2) off signature panel.
8	Signature Panel	VISA/RuPay updated tamper evident signature panel
9	Place of Delivery	As per detail provided by the bank
10	Delivery Schedule	Final Delivery: Within 3 weeks of approval of card design by VISA/RuPay.
11	Testing	Card design should be sent to VISA for testing and certification. Only after their clearance, the Bank would accept the cards. The Bank will not have any liability whatsoever; in case of rejection of the card design by VISA/RuPay.
12	Manufacture and Supply	Cards would be manufactured strictly as per the specifications and standards Set out by VISA International in this regard and as per design approved by the Bank. The Vendor shall ensure the quality of the card plastics

#### Specification for RuPay EMV Chip cum Magstripe Contact Cards and EMV Dual Interface Contactless Card

- RuPay Blank Debit Card Plastics with EMV Chip cum Magstripe Contact Cards with gold contact chip shall be supplied as per specification given in table 2.
- EMV Dual Interface Contact Less card works on NFC/RFID technology.
- Validity of the chip shall be 10 years or more as on the date of delivery.
- Packing: The packing material and the way consignments are packed shall be to the Bank's satisfaction after observing a drop test and moisture test. The Vendor shall ensure that the packing is done in the right way and with material which ensures compliance to aforesaid two tests to ensure the strength of packing not to go astray during transit in postal/courier channel.
- The Vendor shall make arrangements at his own cost for insurance and transportation of cards to the Bank's branches other offices selected for personalisation of the cards.
- Vendor shall warrant against fading of the personalized details on the card and loss of data in the magnetic stripe for at least 7 years for the cards in circulation.
- Vendors will be capable to provide RuPay Chip Cards as per RuPay specifications released by NPCI.

#### Specification for RFID Tags/NFC Tags/ Contactless Tags

- Tags should be compatible with payment and multi-applications
- Tags should compliant to ISO 14443 standard
- Tags should be certified with Paywave (Visa), PayPass (Master Card),
- Reading distance according to EMV Co contactless requirements
- Stickers:
  - Smaller form factor with size of 48x25mm centered on ID1 card support
  - Efficient adhesive
  - Should be compatible with all major handsets



- Keyrings/Wristbands:
  - 27x23mm FOB form factor on ID card support

**Collaterals****A. Welcome letter – Quantity 1 letter**

Size: 210mm width x 297mm height

Paper: 90 GSM Maplitho

Printing: Both sides 4 color printing

**B. Booklet- Salient Features – Quantity 1 book [24 pages] :**

Specifications	
Size	3.5” * 8.5”
Quantity	No. of Pages : <b>24 (English / Hindi)</b>
Format	Cover (4 pages) printed in four colours on front and in double colour on reverse Inner ( <b>20 pages</b> ) pages to be printed in back to back double colour ink.
No of Pages	Approximately <b>24 (+/- 5) pages</b>
Paper: For cover Inner paper	<b>For cover paper 130 GSM &amp; for Inner 70 GSM</b> good quality glossy art paper West Coast/ Ballarpur / Andhra Superfine / SS / Deluxe maplitho paper

**C. User Manual (Z-Fold)**

Size : Length 220mm x 285mm width  
 Paper : 90 gsm Art Glass Paper  
 Printing : 4 color back to back printing

**D. Card Pouch :**

**Size** : Open size: 18 CM x 9 CM  
 Closed size : 9 CM x 6 CM  
 Paper : 170 gsm Art Glass Paper  
 Printing : 4 color printing on Front  
 Finishing : Gloss lamination on front +Die Cutting + pasting, flap should be pasted to inner side of pouch, one of the open edge of the pouch should have semi circular Die cut of 1.2 cm Diameter (approx.) so as to enable cardholder to remove the card easily

**E. PIN Mailers :**

Length 24.3 cm    Width 9.4 cm    Paper GSM 50 GSM with triple ply with carbon

**OR**Length 23 cm    Width 9.3 cm    Paper GSM 60 GSM carbonless Window Envelopes for PIN  
Size 28 cm X 12.7 cm    Paper GSM 90 GSM Butter paper.**F. Envelope – Main**

Size : Open size: 10.2 inches width x 9.75 inches height  
 Closed size : 9 inches width x 4.5 inches height





Paper : 120 gsm Maplitho  
Printing : 4 color printing  
Die cutting : Address window 4"x 1.8" inch at left hand side  
Gumming : 0.6 inch Pre gummed strip on the flap with release paper  
[Self Adhesive on the flap and tamper proof on the envelope, die punching]  
Lamination : Glossy Lamination on both sides of the envelope.

**G. Envelope – Big Size:**

The dispatch of more than one card-kits and / PINs in single packet will be made to the destination (branches/offices), there will be requirement of various sizes of envelops/packets/covers as per volume of the lot. The cost of these envelops/packets/covers will be borne by the bidder.

SIGNATURE

(Name & Designation, seal of the firm)

ALLAHABAD BANK



**Annexure – E – Reference Site Details**

	<b>Reference 1</b>
Name of the Bidder	
Name of the Bank	
Address of the Bank	
Contact Details (At least two contacts are to be provided for each reference)	
Contact 1 Name:	
Designation:	
Landline no.:	
Cell no.:	
E-mail id:	
Contact 2 Name:	
Designation:	
Landline no.:	
Cell no.:	
E-mail id:	
Total Number of EMV Debit Cards Supplied	
Order. no and date of order	
Please mark satisfaction level on the below items (1/2/3/4/5)	
Quantity ordered	
Quantity supplied till date	
Satisfaction level for EMV Debit Cards	

\* Minimum Two references from Banks having supplied EMV Debit Cards of the same OEM/vendor. Letter from respective bank must accompany the documents submitted.

Yours faithfully,

SIGNATURE

(Name & Designation, seal of the firm)

**Annexure F – Bill of Material**

(To be submitted in this format only)

This bill of material must be attached in Technical Offer as well as Indicative Commercial Offer. The format will be identical for both technical and commercial versions, except that the technical version should not contain any price information. Technical offers without the bill of material are liable for rejection.

The Bidder can also mention any other cost associated with the product.

The bidder must take care in filling price information in the commercial version, to ensure that there are no typographical or arithmetic errors. All fields must be filled correctly.

In case of any discrepancy between unit price and total price of an item, the unit price will prevail. Similarly, in case of error in the sum of various items, the correct sum will be calculated by the addition of total prices of each item.

**TABLE:1 ITEMWISE PRICE**

Sl. No.	Item : Bill of Materials	Amount
1	Price of one PIN mailer stationery.	
2	Cost of one PIN mailer Printing.	
3	Cost of one PIN mailer stuffing	
4	Price of one window envelope including printing	
5	Price including stationery and printing of one User Guide booklet.	
6	Price including stationery and printing of one User Manual (Z-Fold)	
7	Price of one card pouch including stationery and printing	
8	Price of one welcome letter per page including stationery and printing.	
9	Stuffing, Gumming, Pasting, and handling with packet preparation till dispatch.	
<b>Sub Total (Point 1 to 9) - C</b>		

**TABLE: 2 TOTAL COST (TCO)**

Variant	TYPE	Price per plastic with Chip (A)	Price per Personalization exercise (B)	Sum of Table 1 (C)	Lot Size in Lakh (D)	Total in Lakh (A+B+C)x D
VISA	Contactless Cards				19.50	
	Photo Contactless Card				0.25	
	Image Contactless Card				0.25	
RuPay	Contact Cards				78.00	
	Photo Contact Card				0.25	
	Contactless Cards				1.00	
	Photo Contactless Card				0.25	
	Image Contact Card				0.25	
	Image Contactless Card				0.25	
<b>Sub Total (I)</b>					<b>100.00</b>	
Image Card Solution on Hosted Model (II)						
<b>Total Cost(TCO) - (I+II)</b>						



**Note:**

1. Bidders to submit indicative bid for all the items and the total. If bidder/s does not quote for any item/s in commercial format then it will be considered as Zero "0".
2. L1 bidder will be decided on the basis of least of Total Cost (TCO) of various variants of Debit Cards as mentioned above, derived after conducting reverse auction only on single TCO value. Final item wise price shall be arrived by reducing equivalent multiples of decrement value (as per the total reduction) of that item from the item's opening/base price.
3. The order will be distributed among L1 and L2 bidders in the load sharing ratio of 60:40. However, bank will be at liberty to priorities / divert the placement of order with any bidder (L1 & L2) on the basis of performance of the bidder being reviewed by the bank from time to time, in which case the ratio may change from the stipulated one.
4. The price quoted should be exclusive of GST.
5. Bank reserves the right to increase or decrease the quantities.
6. The bank at its discretion may extend the contract by one more year after reviewing the performance of the bidder.
7. Bank shall decide the mode of dispatch (by India Post / Courier).
8. Image Card solution is an optional item and bank has discretion to purchase or not. For limited number of image cards, bank will provide the image and selected vendor has to supply the image card solution at the quoted price only.
9. Annual Maintenance Cost (AMC) for the image card solution will be the 5% cost of the solution and two Change Request (CR) in a year will be free of cost.

ALLAHABAD BANK

**Annexure G - Bidder Details**

Details given in this form must be accompanied by documentary evidence to facilitate verification. Documents given with the Eligibility Criteria need not be given again. All relevant details are to be given separately for the Bidder and all subcontractors and other agencies employed/proposed to be employed for procuring, personalization, PIN, collaterals, and allied services.

<b>General Details</b>		
<b>Srl. No.</b>	<b>Name of Company</b>	<b>Details</b>
1	Postal Address	
2	Telephone, Fax Number, Email Address	
3	Constitution of the Company	
4	Nature of activity	
5	Details of ownership	
6	Holding company or parent company	
7	Name and designation of the person authorized to make commitments to the Bank	
8	Website address	
9	Sales Tax / VAT Number	
10	Income Tax PAN	
11	GST No.	
12	No. of Personnel who are employed for Card Personalization services	
13	Brief description of facilities for undertaking the services, along with location	
<b>Financial Services</b>		
14	Annual Turnover (2014-15)	
15	Annual Turnover (2015-16)	
16	Annual Turnover (2016-17)	
<b>Technical Details</b>		
17	Installed capacity (per annum) for personalization of Debit / Credit Cards (Details of all Equipment may be given for EMV Chip cum Magstripe Contact Cards and EMV Dual Interface Contact Less card)	
18	Present Capacity Utilization	
19	No of EMV cards issued per month	
20	Experience in Debit/ Credit Card	
21	Personalization	
22	PIN Printing – Numbers per month	



23	Dispatches per months <input type="checkbox"/> Cards <input type="checkbox"/> PINs	
24	Stuffing of Cards & Collaterals (whether in-house / outsourced). Numbers per month	
25	Number of personnel dealing with card / PIN queries (for helpdesk) Web-based query portal (if available)	
26	Rejection percentage of personalised cards	
27	Inventory control and management – Details of system in place.	
28	Security controls for Card personalization Bureau (Physical, Double door, CCTV etc.)	
29	Security controls for PIN Printing (Physical, Double door, CCTV, Separate premises etc.)	
30	RuPay certification details for EMV Chip Cum Magstripe Contact and EMV Dual Interface Contact less Cards along with Date of certification. Certification details for EMV for Visa with date of certification.	
31	System Architecture (Details to be attached)	
32	Internal Audit System	
33	Pre-and-post quality control checks	
34	CCTV and other surveillance system details	
35	DR and business continuity plan Location of the DR	
36	Complete Hardware and software details of all the systems including DR (Data Processing, Card personalization, PIN printing, Security Systems, Communication Systems, Stuffing and Dispatch, Inventory Management etc.) that are to be deployed for the Bank	



**Annexure- H – Format for BID Security**  
(ON A NON-JUDICIAL STAMP PAPER OF RS. 100/-)

**Bank Guarantee No.:**

**Date:**

To  
Allahabad Bank,  
Head Office,  
Information Technology & Digital Banking Department,  
2<sup>nd</sup> floor, 2 Netaji Subhas Road,  
Kolkata - 700001, West Bengal, India.

WHEREAS \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for Supplying, Printing, Personalization and Dispatch of EMV Chip cum Magstripe **RuPay & VISA Debit Card (Contact & Contact less)** in response to Allahabad Bank’s Request for Proposal (RFP) Ref. No. : \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that, WE \_\_\_\_\_ (name of Bank) of \_\_\_\_\_ (name of Country) having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called “the Bank”) are bound unto ALLAHABAD BANK (hereinafter called “the Purchaser”) in the sum of Rs. 50 Lakh (Rupees Fifty Lakhs only) For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. In case of successful bidder, if the bidder:
  - (i) Fails or refuses to sign the Contract Form; or
  - (ii) Fails or refuses to furnish the Empanelment Security, in accordance with the Terms & Conditions of the RFP or Contract

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.



**Annexure I - Performance Security Form**  
(ON NON-JUDICIAL STAMP PAPER OF RS 100.00)

Bank Guarantee no:

Date:

To:

**The AGM  
Allahabad Bank,  
Department of Information Technology,  
Head Office,  
2 N.S. Road  
Kolkata – 700 001, India**

RFP Ref. No.: HO/DIT/ EMV CARD/2018-19/01

Dated: 16<sup>th</sup> April 2018

WHEREAS \_\_\_\_\_ (name of the Vendor) hereinafter called “the Vendor” has undertaken, in pursuance of Notification of Award/Purchase Order No. \_\_\_\_\_ dated 20\_\_ to supply \_\_\_\_\_(Description of Goods and Services) hereinafter called “the order”.

AND WHEREAS it has been stipulated by you in the said order that the Vendor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Vendor’s performance obligations under the contract.

AND WHEREAS we have agreed to give the Vendor a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Vendor , up to a total of Rs. \_\_\_\_\_ (Amount of guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. \_\_\_\_\_(Amount of guarantee.) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_.

Signature and seal of Guarantors.

Date:

Address:

- Note: 1) Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.  
2) Stamp paper is required for the bank guarantees issued by the bank located in India.



**Annexure - J - Compliance Certificate**

To  
Allahabad Bank,  
Department of Information Technology,  
2<sup>nd</sup> floor, 2 N.S. Road,  
Kolkata – 700001, West Bengal, India.

Dear Sir,

Ref:

1. Having examined the tender document including all annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to For Supplying, Printing, Personalization and Dispatch of EMV Cards to Allahabad Bank in conformity with the said tender document and in accordance with our proposal and the schedule of prices indicated in the price bid and made part of this tender.
2. If our bid is accepted, we undertake to complete the project within the scheduled time lines.
3. We confirm that this offer is valid for 180 days from the last date for submission of tender document to Allahabad Bank.
4. This bid together with notification of award and your written acceptance thereof shall constitute a binding contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
6. We agree that Allahabad Bank is not bound to accept the lowest or any bid that Allahabad Bank may receive.
7. We have never been barred / black-listed by any Bank or regulatory /statutory authority in India.

SIGNATURE

(Name & Designation)

(seal of the firm)

**Annexure – K – Format for Pre-bid queries**

Bidders have to provide their queries on RFP in the following format only. Bidders are requested to categories queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below:

Sl no.	Page #	Point /Section #	Clarification point as stated in the tender document	Queries/Suggestion /Deviation
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

SIGNATURE

(Name &amp; Designation, seal of the firm)



**Annexure - L - Contract Form**  
(Non-Judicial Stamp Paper of appropriate value)

CONTRACT NUMBER:

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2018 Between "ALLAHABAD BANK, a body corporate constituted under the Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 having its Head Office at 2, N.S.Road, Kolkata which expression, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and assign" of the one part and \_\_\_\_\_ (Vendor's Name with address), ("hereinafter referred to as Empanelled Vendor") which expression, unless it be repugnant to the meaning or context thereof, also include his successor and permitted assign of the OTHER PART:

WHEREAS the Purchaser is desirous that certain goods and ancillary services, viz, (1.)EMV Chip-Magstripe contact Card-RuPay (2.) EMV Chip-Magstripe contact Card –VISA (3.) EMV Chip-Magstripe Contactless Cards –RuPay (4.) EMV Chip- Magstripe Contactless Cards –VISA (5.) Issue of Re-PIN for all variant cards and (6.) Renewal of all the card variants (Supplying, Printing, Personalization and Dispatch of EMV cum Magstripe Chip Cards & PIN) should be provided by the Empanelled Vendor and has accepted a bid by the Empanelled Vendor for supply of Goods and services to meet its requirement from time to time.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents enumerated in RFP NO.:HO/DIT/EMV-CARD/2018-19/01 dated 16.04.2018 shall be deemed to forming as part of this Agreement and be read and construed
  - (a) the Bid form and revised price schedule submitted by the bidder;
  - (b) the Project Timelines;
  - (c) the Terms & Conditions;
  - (d) the Technical & Functional Specifications;
  - (e) the Conditions of Empanelment Contract;
  - (f) the Conditions of Discrete Procurement ; and
  - (g) The Purchaser's Notification of Empanelment





3. In consideration of the payments to be made by the Purchaser to the Empanelled Vendor in terms of Purchase Orders for procurement of goods and services placed by the Bank, the empanelled vendor hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
  
4. The Purchaser hereby covenants to pay the Empanelled vendor in consideration of the provision of the Goods and services and the remedying of defects therein, the Purchase order Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract vide RFP NO. HO/DIT /EMV CARD/2018-19/01 dated 16.04.2018.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

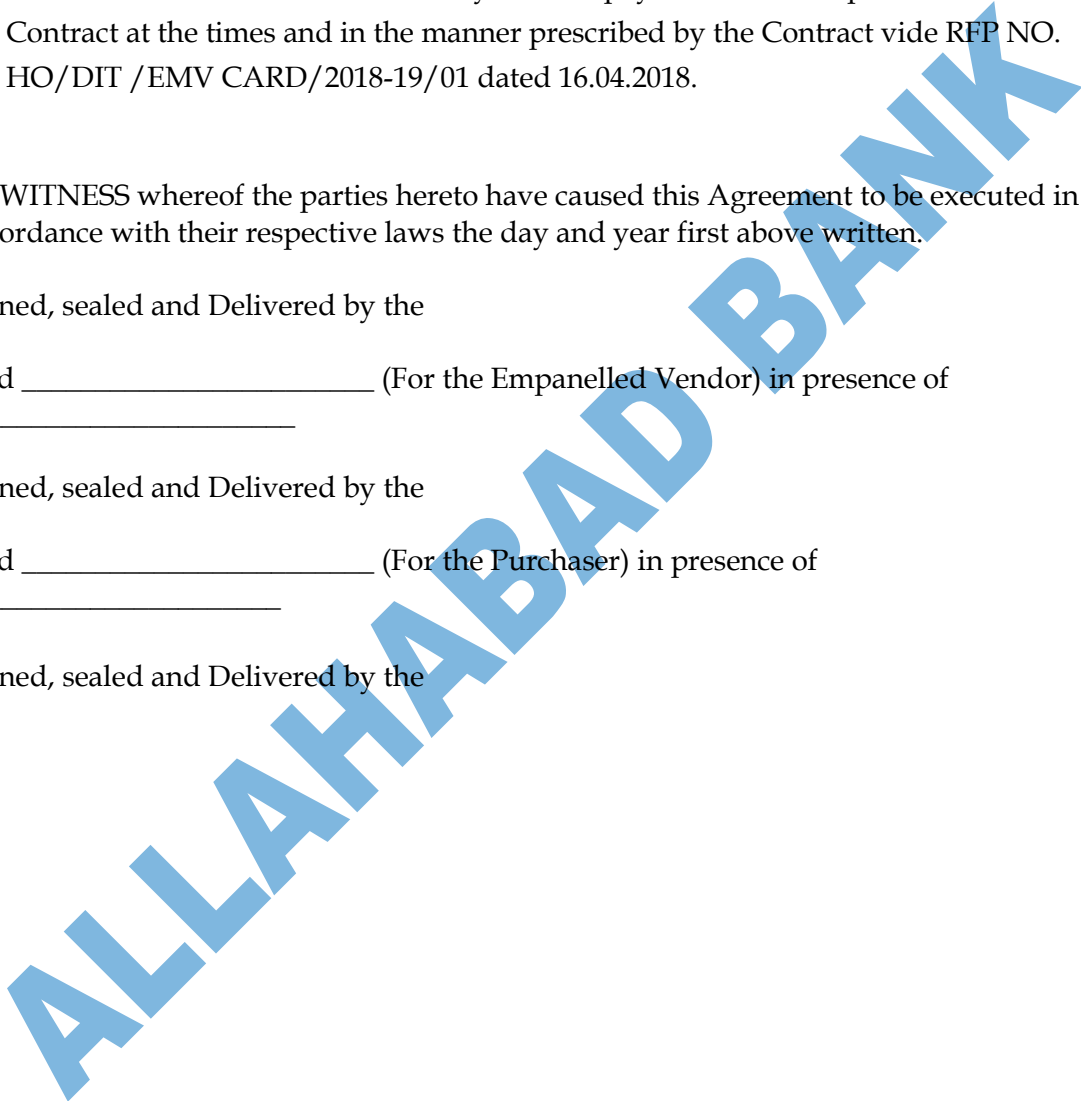
Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For the Empanelled Vendor) in presence of  
\_\_\_\_\_

Signed, sealed and Delivered by the

Said \_\_\_\_\_ (For the Purchaser) in presence of  
\_\_\_\_\_

Signed, sealed and Delivered by the





**ANNEXURE-M: Compliance Statement for Reverse Auction**

(To be submitted by all the bidders participating in Reverse Auction)

To

Date: -----

Allahabad Bank,  
Information Technology & Digital Banking Department,  
2<sup>nd</sup> floor, 2 N.S. Road,  
Kolkata – 700001, West Bengal, India.

**DECLARATION**

1. We ..... (Name of the company) hereby confirm having Submitted our bid for participating in Banks’s RFP Ref. No. Ho/DIT/EMV-CARD/2018-19/01 Dated: 16<sup>th</sup> April 2018 for.....for Allahabad 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 Bank in the RFP document including all annexes and the Procedure for Reverse Auction.
4. We shall participate in the on-line auction conducted by M/s. Antares System Ltd (auction service provider retained by the Bank) and submit our commercial bid. In doing so, we shall abide by the procedures prescribed for online auction by the auction company.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD and 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 Reverse auction on behalf of the company. We undertake that the company shall be bound by the actions made by him during the Reverse Auction process and thereafter.
7. We undertake to submit the confirmation of last bid price by us to the Auction Company /Bank within 24 working hours of the completion of event. and any other specific requirement indicated in the RFP.

Signature with company seal

Name-

Company/Organization – Designation within Company / Organization – Address of Company/Organization-

Date:

Name of Authorized Representative:-

Designation of Authorized Representative:

Signature of Authorized Representative



**Annexure N - Letter of Authority for Participation in Reverse Auction**

To

Date:

Allahabad Bank,  
Department of Information Technology,  
2nd floor, 2 N.S. Road,  
Kolkata – 700001, West Bengal, India.

We ..... (Name of the company) have submitted our bid for participating in Bank’s RFP Ref No. .... dated.....for.....for Allahabad Bank.

We confirm having read and understood the terms of RFP as well as the Procedure relating to the Reverse Auction for this RFP process.

As per the terms of RFP and Business rules, we nominate (Shri / Smt / Ms.....), designated as..... of our company to participate in the Reverse auction, who shall be the sole and single point of contact for any all matters relating to the Reverse Auction.

We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.

Signature with company seal

Name-

Company ‘Organization – Designation with in Company / Organization – Address of Company ‘ Organization-

Date:

Name of Authorized Representative:-

Designation of Authorized Representative:

Signature of Authorized Representative:



## ANNEXURE O – REVERSE AUCTION PROCESS

### General guidelines

The detailed procedure and Business rules for the Reverse auction are as follows:

- The process of conducting the Reverse Auction will be done through M/s Antares Systems Limited.
- Only the technically qualified/short listed bidders will be invited to participate in the Reverse auction process that will be conducted by an Auction company authorized by the Allahabad Bank. Specific rules for this particular event viz., date and time, start price, bid decrement value, duration of event etc. shall be informed by Allahabad Bank, well before the event to the participating short listed bidders.
- The bidders should furnish indicative prices for the project in their Indicative Commercial Bid (ICB) for finalizing the start bid amount for “Reverse auction”.
- The lowest Indicative commercial offer (total cost) or any price decided by the Allahabad Bank will be taken as the starting bid of the Reverse Auction and NOT for deciding the L-1 status. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse Auction process only.
- All participating bidders at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as detailed on the next working day before 5 PM at Allahabad Bank, HO, DIT, 2nd Floor, 2 NS Road, Kolkata - 700001. Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is notwithstanding Allahabad Bank' right to take any other action deemed fit, including claiming damages & “Black Listing” the bidder from participating in future Tenders that would be floated by the Allahabad bank for a period found fit by the Allahabad bank.
- Allahabad bank reserve the right to reject any or all proposals. Similarly, they reserve the right NOT to include any bidder in the final short-list, if found or otherwise proved to have furnished wrong details / documents, at any point of time.
- The Final Commercial Bid should give all relevant price information and should not contradict the Technical Bid and masked commercial bid in any manner.
- The bidder shall indicate on the appropriate Price Schedule, specifying the unit price of the proposed service to be delivered.
- The bidders are advised in their own interest, to quote the best possible offer for each of the item offered at the time of preparing ICB itself. The Indicative Commercial Bid and the final Commercial Bid shall be as per the Commercial Bill of Material format as mentioned in Annexure-F.

### Reverse Auction Business Rules

- The Allahabad Bank proposes to conduct procurement through Online E-Auction subject to terms and conditions & schedule mentioned below:
  - THE URL: - **www.tenderwizard.com/abbank**
  - Usage of Digital signature is mandatory for participating through this portal.
- **SCOPE OF AUCTION:** OFFER FOR Selection of Vendor for Supplying, Printing, Personalisation & Dispatch of EMV Cards under different Variants for Allahabad Bank



Schedule of Program: On-Line Auction Date & Time	Date , Time of Auction Starting & Ending time inclusive of extension time to be informed to the shortlisted vendors by email/ on their given contact nos.
Decrement Value	To be informed well before the Reverse Auction.
Prior extension time (minutes)	To be informed well before the Reverse Auction.
No. of Extensions & Extension time (minutes)	To be informed well before the Reverse Auction.

### Online Auction Platform and Support Services will be provided by:

M/s Antares Systems Limited  
For queries on Auction item, eligibility criteria, EMD, etc.:

#### Contact Persons from Antares Systems Ltd:

Contact Persons	Mobile No.
Mr. Kushal	07686913157
Mr. Tousik	09674758724
Mr. Kumar Chandan	09674758720

**E-mail:** [kumarchandan@antaressystems.com](mailto:kumarchandan@antaressystems.com)  
[debrajsaha@antaressystems.com](mailto:debrajsaha@antaressystems.com)

### Terms & Conditions of the Online Reverse Auction

#### Definitions

- **Buyer:** - Buyer referred herein, is the Allahabad Bank as defined in the Section 1.1 of the Invitation of Bid.
- **SERVICE PROVIDER:** “Antares Systems Ltd” is an e-auction service provider appointed by the Allahabad Bank to facilitate virtual auction. “Antares Systems Ltd” will only facilitate online auction solution to process Allahabad bank’s procurement needs and are considered as third party not particularly interested in the item/s being purchased/sold on behalf of Allahabad bank.
- **Bidder** – means the party or his authorized representative who has participated in the RFP / Tender Process/ Reverse Auction, Technically qualified, having valid Digital Certificate, and willing to complying with all the instructions, terms and conditions of RFP.
- All notices to the bidders shall be sent by E-mail, during the process of this auction by Allahabad Bank and /or by the e-Auction service provider
- All such notices sent by email by Allahabad Bank as well as by e-Auction services provider shall, therefore, be deemed as valid notices. Hence bidders are required to indicate their own corporate e-mail id.
- The bidders who are qualified for bidding prices of offered products (on the basis of evaluation of their technical offer) shall be required to participate in an electronic reverse auction process to submit their price quotations against the items covered by this tender within a limited time period on the date as announced by Allahabad Bank. Such bidders shall be allowed to participate



in the reverse auction using their secured user id & password along with their digital signature to place their best bids during the auction period. The date & time for conducting the reverse auction will be duly communicated to qualified bidders in advance.

- Reverse auction is the simulation of the manual tendering process on the Internet. i.e., the eligible bidders/contractors can log on to the internet site specified by the Bank, using unique user Id & Password, which will be provided to them by the eReverse auction service provider appointed by Allahabad Bank and place their price bids on-line. The eligible bidders will be provided training by eReverse auction service provider on the methodology of submitting the bids online. Instead of a onetime best price bid, the bidders shall now be able to interact and react on the spot to the changing competitive bids, taking advantage of the intrinsic transparency in the whole process.
- During eReverse auction process the bidders can respond on the spot to the price trends and can offer their competitive bids. The logged in bidders will know the prevailing lowest bid at any given point of time but not the identity of the other bidders.
- The bidders can place their bids from any place for which they need is a desktop computer with a browser interface and good internet connectivity.
- Suggested system configuration for computers to be used for online bidding:
- It is suggested that hardware and software of the following specification be used by the bidders for bidding so as to enable them to have better connectivity.
  - Processor Pentium IV and above PC/Laptop with USB Ports
  - Memory minimum 512 MB
  - Operating system
    - Windows XP Professional
    - Windows 2000 Professional
    - Windows Vista Professional
    - Windows 7 Professional
  - Browser: Internet explorer IE 6, 7 & 8
  - UPS: Suitable UPS for uninterrupted power supply.

The Allahabad Bank reserve their right not undertake any responsibility to procure any permission/license etc. in respect of the auction item, if it so desires.

**Eligibility of Bidders to participate in Reverse Auction:**

- Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Annexure-O, can only participate in Reverse Auction related to the procurement for which RFP is floated.
- Bidders not submitting the above undertaking or submitting with deviations /amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- Bidders should ensure that they have valid digital certificate class III (Mandatory for login and submit) well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
- The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
- Undertaking letter for acceptance of Business Rules for Online Reverse Auction and Letter of





Authority authorizing the name/s of official/s to take part in Reverse Auction as per the Annexure-N (Compliance Statement).

- Agreement between Service Provider and Bidder. This format will be given by the service provider prior to announcement of Reverse Auction.

#### **Training:**

- Bank will facilitate necessary training to representatives of all eligible Bidders for participation in Reverse Auction either on its own or through the Service Provider for the Reverse Auction.
- All rules & procedure related to Reverse Auction will be explained during the training.
- The Bank/Service Provider may also conduct a 'Mock Reverse Auction' to familiarize the vendor/s with Reverse Auction process.
- Date, Time, Venue etc. of training will be advised at appropriate time.
- Eligible Bidder / his authorized nominee have to attend the training as per the schedule and at the specified venue at his / Bidders own cost.
- No request from the Bidders for change in training schedule and/or venue will be entertained.
- However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.
- Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

#### **Reverse Auction Schedule:**

- The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible Bidders at least a week prior to the Reverse Auction date.
- Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons therefore.
- Reverse Auction will normally be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the 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 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- The time period of 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.
- During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the reverse auction process / proceed with conventional mode of tendering.

#### **Bidding Currency:**

- Bidding will be conducted in Indian Rupees (INR).

#### **Total Cost of Ownership**

- TCO refers to aggregate amounts payable by the Bank for transfer of ownership.
- The TCO shall encompass but not limited to following:



- a) Cost of the equipment /products or services etc.
- b) Annual Maintenance Charges/ SLA Cost/ATS/SA etc.
- The TCO for the project will be defined by the concerned department in the RFP/Bid Document.
- The L1 bidder is arrived at based on the lowest TCO in reverse auction
- Bank will pay the TCO price to the bidder as per the payment terms defined in RFP/Bid Document.

### Start Price

- Bidder needs to submit their indicative commercial Bid online.
- Bank shall determine the Start Price for Reverse Auction –
  - on its own and / or
  - Based on the indicative price information of Total Cost of Ownership (TCO) called for separately from each Bidder during conclusion of Technical Evaluation or at appropriate time before commencement of Reverse Auction.
- The start price of an item in online reverse auction is open to all the participating bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount. Any bidder can start bidding, in the online reverse auction, from the decrement price. Please note that the first online bid that comes in the system during the online reverse auction cannot be equal to the auction's start price, and lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.

### Decremental Bid Value

- The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount.
- 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 / 4 .....level of next available lower level.

### Web Portal and Access

- Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
- In order to ward-off such contingent situation,
  - 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 reverse auction successfully.
  - However, the bidders are requested to not to wait till the last moment to quote their bids to



avoid any such complex situations.

- Failure of power at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction.
- On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.
- Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the agreement is as per the Annexure-O.
- Bank nor service provider / auctioneer is not 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.

#### TRANSPARENCY IN BIDS

- All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

#### MASKING OF NAMES

- Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
  - Opening/ Starting Price for the auction
  - Leading / Lowest Bid Price in Auction (only total price)
  - Last Bid Price placed by the respective Bidder.
  - Item Description
  - Time left for the auction
- Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process.
- After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1, L2 and so on bidders with his / their original names.

#### Finalization of the Successful Bidder

- At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the bid prices and reports of 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 Reverse Auction process as explained above, the bidder whose final cost is lowest will be L1 bidder and whose final cost is second lowest will be L2 bidder and so on and so forth. However, please note that merely by becoming L1 and L2 bidder does not qualify a bidder as successful bidders.
- L2 bidder shall be required to match the prices quoted by the L1 bidder within 7 days from the date of opening of bid.



- In case the L2 bidder does not / cannot match the prices with the L1 bidder, the bank then shall have the option to make an offer and negotiate with the L3 bidder and so on and so forth.
- After the completion of the Auction event, all the Bidders have to submit the Price Breakup as per the RFP immediately to the Bank and to the Service provider for further proceedings.
- Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vendor to conduct business with Bank as per prevailing procedure.
- Successful Bidders have to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 24 working hours without fail.
- Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future Tenders/ Auctions.
- In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Banks standard practice.

#### **Bidder's Obligation:**

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

#### **Change in Business Rules, Terms & Conditions of Reverse Auction**

- Any change in the Business Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

#### **GRIEVANCES REDRESSAL:**

- Any aggrieved vendor / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.
- The Chief Compliance Officer along with the Chief Law Officer of the bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / vendor and decide upon the complaint / grievance.
- Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.

#### **Errors and Omissions**

- On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.



**ANNEXURE P – NON DISCLOSURE AGREEMENT**

**(Non-Judicial Stamp Paper of appropriate value)**

THIS AGREEMENT made and entered into at ..... on this the ..... day of .....20... Between **ALLAHABAD BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at ----- hereinafter called the **“BANK”** which term shall wherever the context so require includes its successors and assigns **of the One Part**

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... Hereinafter called the **“Vendor”** which term shall wherever the context so require includes its successors and assigns, **of the Other Part**,

**THIS AGREEMENT WITNESSETH AS UNDER**

The Bank is inter alia engaged in the business of banking and has been procuring hardware/software for various banking operations.

M/s. ....Limited has been empanelled for Supplying, Printing & Personalisation of EMV Card.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between them. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietor information for the purpose of business relationship.

**NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:**

**1. Confidential information**

"Confidential Information" means and includes all data, documents and information disclosed or to be disclosed by either Party to other Party and its Representatives (as defined herein) (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving Party means the party who receives the confidential information and is obligated to keep it secret

“Receiving Party” may use the information solely for and in connection with the Purpose.

"Disclosing Party" means party who discloses Confidential Information.

**2. Use of Confidential Information**

Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in



the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure.

The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

### 3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- Is or becomes publicly known through no unauthorized act of the Receiving party.
- Is rightfully received from a third party without restriction and without breach of this agreement.
- Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

### 4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

### 5. Title and Proprietary Rights

Notwithstanding the disclosure of any confidential information by the Bank to the Vendor, the Bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter





may be obtained by the Vendor is either granted or implied by the conveying of confidential information.

#### **6. Return of Confidential Information**

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement or information received under this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the Bank.

The Vendor shall not reverse-engineer, de-compile, disassemble, or otherwise interfere with any software disclosed hereunder.

#### **7. Remedies**

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

#### **8. Entire Agreement**

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder, shall be assignable or otherwise transferable.

#### **9. Severability**

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

#### **10. Indemnity**

The Vendor will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to Vendor in connection with purchase of Hardware/software/goods under this contract. The total liability of the Vendor under the contract will not exceed the total cost of the project.

#### **11. Dispute Resolution Mechanism**

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration





and Reconciliation Act 1996 and the place of arbitration shall be Kolkata.

**12. Jurisdiction**

The parties to this agreement shall submit to the jurisdiction of courts in Kolkata.

**13. Governing Laws**

The provisions of this agreement shall be governed by the laws of India.

**14. Authority to Execute the Contract**

Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

In witness whereof, the parties hereto have set their hands through their authorized signatories.

SIGNED:

For and on behalf of BANK

.....

For and on Behalf of

M/s.

.....

ALLAHABAD BANK