



REQUEST FOR PROPOSAL (RFP)

FOR

**PROCESSING, SORTING, PACKETING, BUNDLING AND SHRINK
WRAPPING OF CURRENCY NOTES ON BRAND NEW CURRENT MODEL OF
NOTE SORTING AND
OTHER RELATED MACHINES ON HIRE BASIS AT**

CURRENCY CHEST BRANCHES IN INDIA

**BANK OF BARODA,
DEPARTMENT OF CURRENCY CHEST & CASH MANAGEMENT
7TH FLOOR, BARODA BHAVAN
R. C. DUTT ROAD, ALKAPURI,
VADODARA-390 007**

RFP Reference: HO/CC:CM/115/260
[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	RFP No: HO/CC:CM/115/260 dated: 01.04.2023
2	RFP Coordinator details (Bank)	Department of Currency Chest & Cash Management Head Office, 7th Floor, Baroda Bhavan, Alkapuri Baroda - 390 007 (Gujarat) Phone: 0265-2316779 currencychest.ho@bankofbaroda.com
3	Availability of RFP document	RFP will be available on our Bank website www.bankofbaroda.in/tenders from 01.04.2023 to 21.04.2023. The RFP may be downloaded from the Tender Section by the Bidders. No hard copy of the RFP will be made available by the Bank.
3	Tender Fee	Rs.10,000/- in the form of Bank Draft/Banker's Cheque in favor of Bank of Baroda, payable at Baroda. (Tender fees will be inclusive of GST as applicable)
4	Bid Security (Earnest Money Deposit)	Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) in the form of Bank Draft/Banker's Cheque in favor of Bank of Baroda, payable at Baroda or Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India.
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	3.00 P.M. on 10.04.2023 o Bidder to submit a maximum of -2- participant's name, contact number, designation and e-mail ID for pre bid meeting on CURRENCYCHEST.HO@BANKOFBARODA.COM Along with pre-bid queries.
4	Pre - bid Meeting details	Pre bid meeting will be held offline/online through Bank's offline/Online Meeting Platform (i.e. Microsoft Teams) on 11th April 2023 at 12.00 PM. o Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. o Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
5	Last Date of Submission of RFP Response (Closing Date and Place for receipts of bids)	04.00 P.M. on 21.04.2023 Department of Currency Chest & Cash Management Head Office, 7th Floor, Baroda Bhavan, Alkapuri Baroda - 390 007(Gujarat)

6	Eligibility and Technical Bid Opening Date	04.30 P.M. on 21.04.2023
7	Commercial Bid	The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. HO Means "Head office"
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
6. Support means Support & Services to be provided as part of the Scope of Work
7. Annual Technical Support (ATS)
8. Central Vigilance Commission (CVC)
9. Earnest Money Deposit (EMD)
10. Recipient, Respondent, Vendor, Bidder, service provider means the respondent to the RFP document
11. Service Level Agreement (SLA)
12. Single Person of Contact (SPOC)
13. Total Cost of Ownership (TCO)
14. SITC means Supply, Installation, Testing and Commissioning.
15. SI means System Integrator.
16. POC means "proof of concept"
17. OEM means" Original equipment manufacturer".

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Debarment from bidding means (Refer 151 of GFR 2017)

- (i) A bidder shall be debarred if he has been convicted of an offence—
(a) Under the Prevention of Corruption Act, 1988; or
(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the

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1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 25+ countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, participate in the competitive bidding for appointment for Engagement Of processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations of brand new current model of Note Sorting , and other related Machines (HDNSMs/FANVPMs) at Currency Chests (CCs) with a capacity to process minimum **Two lakh Currency Notes per day** on single shift basis.

2. Project overview and Scope of Work

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Service Provider for Implementation of processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations of brand new current model of Note Sorting and other related Machines (HDNSMs/ FANVPMs) at Currency Chests (CCs) with a capacity to process minimum **Two lakh Currency Notes per day** on single shift basis. Bank will reserve the rights to discontinue use of plastic / shrink wrapping keeping in view regulations prevalent from time to time. Bank requires HDNSMs at-137- different Currency Chests in India.

The Bank also proposes to hire services for Processing, Sorting, Packeting, Bundling and *Shrink Wrapping of Currency Notes on Fully Automated Note Verification and Processing Machines (FANVPM)* having facility of Automatic Processing, Sorting, Packeting, Bundling and Shrink Wrapping of Currency Notes at 10 identified Currency Chests (CCs) out of aforementioned -137- Currency Chests.

Bank reserves the right to increase or decrease the requirement at sole discretion.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under **Annexure 02** and are also in a position to comply with the Project Scope mentioned in **Annexure 08**. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

The detailed scope of work and technical specifications are mentioned in the **Annexure 08**. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract

LOCATIONS TO BE COVERED The services will be required to be provided for our Currency Chests [please refer to list provided in **ANNEXURE 12**] both existing and opened during the tenancy of this contract.

2.1 TERMS AND CONDITIONS:

- 2.1.1 Bidder should be suppliers / manufacturers of Note Sorting Machine and should have supplied/ installed Note Sorting Machines in any part of the world and such machines should be working as on the date of submitting the proposal. The Bidder shall be responsible for maintaining the machine in working condition on 24x7 basis. The service calls should be attended to within a period of 24 hours, failing which an appropriate penalty will be deducted from monthly payments to the Service Provider (SP).
- 2.1.2 Bidder should submit the site preparation plan, including civil construction and electrical plan, as per machine requirement with 2 options. Processing charges will be based on per bundle basis (consisting of 1,000 pieces of currency notes) for the Currency Notes processed, sorted, banded, bundled and shrink wrapped, as per RBI guidelines.
- 2.1.4 Bidder should be willing to arrange for all miscellaneous items for preparation of Currency Notes for processing on HDNSMs/ FANVPMs and the Bank will provide required number of tables & chairs, Almirahs only.
Services are generally required to be provided at Currency Chests (CC). Details of CCs shall be intimated in due course. The number of CCs is likely to be around 137.
- 2.1.5 The Bank reserves the right to place additional/ reduced order for installation, operations and maintenance of HDNSMs/ FANVPMs on hire basis as per the need of the Bank as mentioned above before the expiry of one year from the finalizing Service Provider at the same terms and conditions.
- 2.1.6 The Bank reserves the right to increase/ decrease number of HDNSMs/ FANVPMs at any location depending on Cash Inflow.
- 2.1.7 Bidder has to process the Currency Notes in the premises of Currency Chest (CC). The Currency Notes will be provided by the CC in the form of bundles i.e. 10 packets of 100 notes each denomination-wise and branch-wise on preliminary verification basis by counting bundles and number of packets in each bundle. The work relating to preparation of notes for processing on HDNSM/ FANVPM will be the responsibility of the Service Provider (SP).
- 2.1.8 Notes will be processed, sorted, & banded (For Fit and ATM-Fit category) using Note Sorting & Banding Machine to be supplied on hire basis. Further, bundling & shrink wrapping will have to be done as per RBI specifications using bundling and shrink wrapping machines to be provided by SP on hire basis.
- 2.1.9 Currency notes processed, sorted, banded and bundled on Note Sorting, Banding & Bundling Machines will be shrink wrapped in the form of bundles consisting of 10 packets of 100 pieces each (in case of non-issuable notes bundle will consist of one packet of 1000 pieces as per RBI guidelines) of currency notes denomination wise. Any deficiency observed in these shrink wrapped bundles at RBI or at our branches has to be compensated by the SP i.e. any penalty imposed would be borne by the SP in addition to the shortage, if any. Bank reserves the rights for changing anytime prescription of shrink wrapping to any other method prescribed by RBI, which will be binding on the Bidder.

- 2.1.10 The Bidder will be required to process the entire cash received at the Branch on HDNSM/ FANVPM. The Bank will assure payment for a minimum of 100 bundles per day for notes processed on HDNSM/ FANVPM.
- 2.1.11 The Bank reserves the right to accept bids for all or some/any of the locations, in its sole discretion, depending on business considerations. Bank's decision in this regard will be final. In the event of L2 & L3 bidder matching the price quoted by L1 bidder, the number of CCs will be distributed in the ratio of 50:30:20 among L1, L2 and L3 bidders. In the event of L2 or L3 bidder matching the price quoted by L1 bidder, the number of CCs will be distributed in the ratio of 60:40 between L1 and L2 or L3 bidders.
- 2.1.12 The choice of distribution of CCs to a bidder will be at the sole discretion of the Bank.
- 2.1.13 Damages for non-fulfillment of terms of contract will be calculated for the shortfall in processing minimum bundles stipulated for a day, to be decided at the end of the month. In case, cash provided by currency chest is less than the minimum bundles stipulated for the day, no damages will be recoverable. Damages for shortfall will be calculated at 125% of the contracted rate per bundle. Such recovery will be up to a maximum of 5% of the contracted value (i.e. for 3 years) beyond which the contract is liable to be terminated at the sole discretion of the Bank; the Bank shall also seek further damages from the service provider for disruption in the service.
- 2.1.14 Any shortages/counterfeit notes/deficiencies detected at RBI/ Currency Chests/ Bank Branches in the notes processed by the SP, the SP would be fully responsible for the same. In case, RBI imposes any penalty for such shortages/counterfeit notes/deficiencies, the SP will be responsible and compensate the Bank for such penalty/penalties and the Bank will be entitled to recover the same from the amount payable for the services rendered or from any other assets of the SP available with the Bank.
- 2.1.15 The SP will provide trained and educated (at least 12th pass) staff for note processing. The SP will provide list of sufficient number of staff so as to take care of arrangements for leave and absence.
- 2.1.16 The SP will provide KYC documents and Police Verification report of all the staff atleast 15 days in advance of the commencement of trial operations and should not be any criminal record observed. Such documents should be to the satisfaction of the Bank's officials and their decision in this regard will be final and binding on the Service Provider.
- 2.1.17 The staff provided by the SP will be allowed access to the processing area by the Bank's authorized officials/staff after body search and removal of all items. SP's staff will have to strictly follow the rules & procedures framed in this regard by the Bank.
- 2.1.18 The SP will provide apron in single piece bearing company's / firm's identity without any pockets for use by its staff, to be worn before entering the processing area.
- 2.1.19 The SP will ensure strict compliance of all labour laws pertaining to the staff deployed at the Bank's processing center and the Bank will not be liable for any levies/penalties etc. by the authorities concerned. In the event of any demand

served by any of the authorities in this regard, the Bank will be entitled to recover any such amounts from the bills/amount payable or from the performance guarantee bond or from the assets available in the Bank premises.

2.1.20 The bidder shall keep the Bank indemnified from all the risks arising out of infidelity of their employees. Self-attested proof should be enclosed to the Technical bid for Fidelity insurance cover, for the existing contracts.

2.1.21 The Bank reserves the right to impose penalty of 150% of losses occurred on account of any misbehavior/ malafide/ mischievous activity done by the resources provided by SP.

3. Contract Period

The Bank shall enter into an agreement with successful service provider for a period of 3 years (subject to annual review), beginning from the date of successful Go Live of the project. Successful go-live of project will be deemed completed only when all the requirements contracted by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the selected service provider.

The contract can be extendable by 2 years (subject to annual review) based upon satisfactory performance on mutually agreed terms acceptable to Bank.

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in **Annexure 07**, may submit their bid on or before the time line stipulated in the [A] Important Dates.

Bids submitted by any other means will not be accepted by the Bank.

5. Bid Security / Earnest Money Deposit

5.1 Bidders are required to provide an Earnest Money Deposit (EMD) of an amount as mentioned in "[A] Important Dates - Bid Security (Earnest Money Deposit)" at the time of submission of the bid document. The proof of same is required to be submitted along with bid documents. The Bank may reject the bid of concerned bidder if they fails to provide the EMD. Bid Security (Earnest Money Deposit) shall be in the form of a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India.

5.2 Bid submitted without the Earnest money deposit will be rejected. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security deposit to unsuccessful Bidders. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee/ Security Deposit.

5.3 The bid security amount/ Earnest money deposit (EMD) would be forfeited in the following scenarios:

- a) In case the bidder withdraws their bid prior to validity period of the bid for any reason whatsoever;
- b) In case of the successful bidder, if the bidder

- Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
- Fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever; or
- Fails to comply with any other condition precedent to signing the contract specified in the solicitation documents.

5.4 **Exemption to Bidders from submission of Bid Security Amount / EMD**

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidders who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSEs/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption. Bidder has to submit a “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity of the bid, they will be suspended for 6 months.

5.5 **Preference to make in India initiative**

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage ‘Make in India’ and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

This project involves use of customized/specialized gadgets requiring the personnel employed to safeguard public & Bank’s property. It is prudent to have firms with the requisite experience in this field. Hence, considering the procurement of services related to Public and Bank’s property, no exemptions/relaxation shall be given to an any Entity.

6. **Performance Bank Guarantee**

- 6.1 The successful bidder shall provide a Performance Bank Guarantee (PBG) within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided under **Annexure 9**. The value of PBG should be **Rs.5.00Lakh per site** value, valid for entire period of the contract plus 3 months and such other extended period as the Bank may decide for due

performance of the project obligations. The guarantee should be of that of a Nationalized Bank only, other than Bank of Baroda.

- 6.2 In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.
- 6.3 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 6.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security amount/ EMD provided by the bidder, will be forfeited.

7. Sub - Contracting

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

8. Service Level Agreement and Non-Disclosure Agreement

- 8.1 The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure11), which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.
- 8.2 All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any, shall be borne by the successful bidder.

9. Compliance with Laws

- 9.1 Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

9.2 The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

10. Termination

- 10.1 Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 10.2 At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 10.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.
- 10.4 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.
- 10.5 The subject matter of outsourcing is under consideration of CLC (Chief Labor Commissioner). In case of unfavorable judgment, Bank may terminate the awarded contract without any compensation.

11. Grievance Redressal and Dispute Resolution

- 11.1 Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief General Manager (Operations) at cgm.operations.ho@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

**Chief General Manager-Operations
Bank of Baroda, Baroda Bhavan,
7th Floor, R C Dutt Road, Alkapuri,
Vadodara-390007**

Dispute Resolution:

- 11.2 The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the

Bidder, any disagreement or dispute arising between them under or in connection with this RFP.

- 11.3 If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 11.4 If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 11.5 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- 11.6 The seat and place of arbitration shall be Vadodara. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 11.7 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

12. Governing Laws

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Vadodara shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

13. Prevention of Corrupt and Fraudulent Practices

- 13.1 As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure 11 of this RFP.
- 13.2 Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND

- b) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 13.3 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 13.4 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

14. Authorized Signatory

The selected Service Provider shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Service Provider shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

15. Bid submission by related parties

- 15.1 If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank’s discretion:
- a) Bids submitted by holding company and its subsidiary company;
 - b) Bids submitted by two or more companies having common director/s
 - c) Bids submitted by partnership firms / LLPs having common partners
 - d) Bids submitted by companies in the same group of promoters/management
- 15.2 In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

16. Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- a) It is not in conformity with the instructions mentioned in the RFP document.
- b) It is not accompanied by the requisite Earnest Money Deposit (EMD).
- c) It is not properly or duly signed.
- d) It is received through Telex / telegram / fax
- e) It is received after expiry of the due date and time.
- f) It is incomplete including non- furnishing the required documents.
- g) It is evasive or contains incorrect information.
- h) There is canvassing of any kind.

- i) Submitted by related parties
- j) It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- a) Reject any or all responses received in response to the RFP.
- b) Extend the time for submission of all proposals.
- c) Cancel the RFP at any stage, without assigning any reason whatsoever.
- d) Visit the place of work of the bidder.
- e) Conduct an audit of the services provided by the bidder.
- f) Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- g) Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website.

17. General Terms and conditions

- 17.1 The RFP document is not a recommendation; offer 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 selection process and appropriate documentation being agreed between the Bank and any successful service provider as identified by the Bank, after completion of the selection process as detailed in this document.
- 17.2 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 17.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 17.4 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 17.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 17.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

- 17.7 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 17.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 17.9 Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 17.10 Only one submission of response to RFP by each Respondent will be permitted.
- 17.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 17.12 The Bank expects that the Service Provider appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 17.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 17.14 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 17.15 All responses received after the due date/time as mentioned in "[A] Important Dates - Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 17.16 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 17.17 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 17.18 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

- 17.19 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 17.20 Respondents should invariably provide details of their email address (as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 17.21 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 17.22 Bidder should submit their Eligibility & Technical and Commercial bids.
- 17.23 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 17.24 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 17.25 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 17.26 The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 17.27 Based on the Bank's requirements as listed in this document, the bidder should provide their commercial. In case the bidder unable to fulfill the requirements, then their response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 17.28 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

- 17.29 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 17.30 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 17.31 All out of pocket expenses, traveling, boarding and lodging expenses for the entire period of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 17.32 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 17.33 By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 17.34 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 17.35 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- 17.36 The bidder covenants and represents to the Bank the following:
- a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - b) It has the corporate power and authority to enter into Agreements and perform its obligations there under.

- 17.37 The execution, delivery and performance under an Agreement by bidder:
- Will not violate or contravene any provision of its documents of incorporation;
 - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 17.38 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 17.39 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 17.40 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 17.41 The Bank reserves the right to extend the dates for submission of responses to this document.
- 17.42 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 17.43 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 17.44 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid 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. The Bank reserves the right to make any changes in the terms and conditions of procurement. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 17.45 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 up. Correct information of the services being offered must be filled in. Filling up of the information using terms

such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

- 17.46 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 17.47 If the Bank is not satisfied with the offers in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 17.48 The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 17.49 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

18. Information Confidentiality

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

19. Information/Security Measures/Controls for selected SP

The Bidder and third party Service Provider need to provide an undertaking on their letter head as per Annexure-7 to comply with the Information and security controls on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP

shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

20. Taxes and Duties & Statutory and other regulations

- 20.1** The Bidder/supplier will be entirely responsible for all applicable taxes like Central / State Government levies, GST, Cess, charges, License fees etc. in connection with delivery and operationalization of NSM at site including incidental services and commissioning. Bank will only pay GST, if applicable on rate per bundle of processing charges for Currency Notes to be paid under Hire contract.
- 20.2** Income / Corporate Taxes in India: The Bidder/supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Bidder/supplier shall include all such taxes in the contract rate.
- 20.3** Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Bidder/supplier. 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/supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder/supplier in respect of this contract.
- 20.4** The Bidder's/supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder/supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 20.5** The supplier/Bidder shall comply with all the statutory obligations of the Government of India / State Governments/ labour laws and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfilment of statutory obligations by the Supplier / Bidder.

21. Disclaimer

The information contained in this Request For Proposal (RFP) document or information provided subsequently to Bidder(s)/applicants/Service Provider(s) whether verbally or in documentary form by or on behalf of Bank Of Baroda (Bank), is provided to the Bidder(s)/applicants/Service Provider(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.

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)/applicants/Service Provider(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder(s)/applicants/Service Provider(s) may require.

Each Bidder(s)/applicants/Service Provider 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. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder(s)/applicants/Service Provider(s).

Annexure 01 - Guidelines for submission details

Technical Bid envelope to contain the following (All the Documents should be signed by authorized representative of bidder)		
Section#	Section Heading	Performa Given
1.	Covering letter certifying compliance of Eligibility Criteria and Scope of Work compliance	Bidder to provide
2.	Eligibility criteria compliance with bidder comments	Annexure 02
3.	Undertaking as Per Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23 rd July 2020 issued by Ministry of finance department of expenditure. (Signed /Digitally signed documents from authorized representative of bidder & OSD/ OEM)	Annexure 03 along with Copy of certificate of valid registration with the Competent Authority (If applicable)
4.	Bid Security (Earnest Money Deposit) from Bidder (Bank Guarantee or Bid Security Declaration (For Micro and Small Enterprises (MSE) / Startups)	Annexure 04
5.	Letter of Undertaking from the bidder	Annexure 05
6.	Conformity Letter	Annexure 07
7.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document from authorized representative of bidder.	Bidder to provide
8.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
9.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
10.	Integrity Pact (Bidder to submit duly Signed and Stamped/ digitally signed by Authorized Signatory on proper stamp paper Integrity Pact along with Bid.)	Bidder to provide detailed Annexure 10
11.	Service Level And Non-Disclosure Agreement Format	Annexure 11

Annexure 02 - Evaluation Terms

The evaluation/selection process will be done with **combination of eligibility/technical competence, Stress Test and commercial aspects** as detailed here below.

Stage 1 – Eligibility Evaluation: Stage 1 will be to ascertain the eligibility of the vendor/service provider/system integrator/lead bidder to bid for the project. Only those bidders who fulfil the minimum eligibility criteria mentioned below will proceed to the next step.

Stage 2- Technical Evaluation: The evaluation of functional and technical capabilities of the bidders of this RFP will be completed in this step. The technical proposals only will be subjected for evaluation at this stage. The bidders scoring less than 70% marks (cut-off score) in the technical evaluation shall not be considered for further selection process. Once the evaluation of technical proposals is completed, the bidders who score equal to or more than the prescribed cut-off score (70%) will only be short listed. In case only one participant gets 60% or more score, then the next highest scoring bidder may also be selected for commercial evaluation at the sole discretion of the Bank. **In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top 2 scores, subject to the condition that the score difference between the 2 top scorers is not exceeding 5%.**

Various broad parameters for technical evaluation are presented below:

1. Paper evaluation based on response (experience & solution provided so far)
2. Demo of machines, services – actual demonstration of System(s) and not just PPT presentations
3. Site visits to bidder's locations where solution is already functional/implemented.
4. Oral presentations and clarifications given to Bank's evaluation team.

Stage 3- STRESS /EFFICIENCY TEST NOTE SORTING MACHINES: HDNSM (6+1/4+2)/ FANVPMs

Sr. No.	Parameter	Maximum Marks	Marks Awarded						
1	Speed of NSM in Fitness Sorting Mode	05							
	<table border="1"> <thead> <tr> <th>Speed</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>=30000 notes/hour</td> <td>05</td> </tr> <tr> <td>>=25000 notes/hour</td> <td>03</td> </tr> </tbody> </table>			Speed	Marks	>=30000 notes/hour	05	>=25000 notes/hour	03
	Speed			Marks					
	>=30000 notes/hour			05					
>=25000 notes/hour	03								
A total of 30,000 notes each of INR 2000/500/100 would be processed on the machine for sorting into									

	ATM/FIT/UNFIT quality and the average time would be noted to define the speed of the machine.										
2	<p>Stacker Capacity</p> <table border="1"> <thead> <tr> <th>No of Banknotes</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>=1000 notes</td> <td>05</td> </tr> <tr> <td>>=500 notes</td> <td>03</td> </tr> <tr> <td>>=200 notes</td> <td>02</td> </tr> </tbody> </table>	No of Banknotes	Marks	>=1000 notes	05	>=500 notes	03	>=200 notes	02	05	
No of Banknotes	Marks										
>=1000 notes	05										
>=500 notes	03										
>=200 notes	02										
3	<p>Reject Pocket Capacity</p> <table border="1"> <thead> <tr> <th>No of Banknotes</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>=300 notes</td> <td>02</td> </tr> <tr> <td>>=200 notes</td> <td>01</td> </tr> </tbody> </table>	No of Banknotes	Marks	>=300 notes	02	>=200 notes	01	02			
No of Banknotes	Marks										
>=300 notes	02										
>=200 notes	01										
4	<p>Storage of Serial Numbers of processed banknotes</p> <table border="1"> <thead> <tr> <th>Connectivity Required</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Independent (On Machine)</td> <td>03</td> </tr> <tr> <td>PC Connectivity Required</td> <td>02</td> </tr> </tbody> </table>	Connectivity Required	Marks	Independent (On Machine)	03	PC Connectivity Required	02	03			
Connectivity Required	Marks										
Independent (On Machine)	03										
PC Connectivity Required	02										
5	<p>Serial Number Reading (Optical Character Reading) and Comparison of both Serial Numbers of banknotes.</p> <table border="1"> <thead> <tr> <th>Function</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Reading & Comparison</td> <td>05</td> </tr> <tr> <td>Reading</td> <td>03</td> </tr> </tbody> </table>	Function	Marks	Reading & Comparison	05	Reading	03	05			
Function	Marks										
Reading & Comparison	05										
Reading	03										
6	<p>Authentication Test: -</p> <table border="1"> <tbody> <tr> <td>i)</td> <td>Counterfeit/Fake Notes to be mixed with 1000 pieces of genuine notes and processed from all 4 orientations i.e. A to D. (100% detection would be required for being eligible for the entire test)</td> <td>05</td> <td></td> </tr> <tr> <td>ii)</td> <td>Sorting of Mutilated/Composite/Mismatch ((Notes with different Serial Numbers) Notes to be mixed with 1000 pieces of genuine</td> <td>05</td> <td></td> </tr> </tbody> </table>	i)	Counterfeit/Fake Notes to be mixed with 1000 pieces of genuine notes and processed from all 4 orientations i.e. A to D. (100% detection would be required for being eligible for the entire test)	05		ii)	Sorting of Mutilated/Composite/Mismatch ((Notes with different Serial Numbers) Notes to be mixed with 1000 pieces of genuine	05			
i)	Counterfeit/Fake Notes to be mixed with 1000 pieces of genuine notes and processed from all 4 orientations i.e. A to D. (100% detection would be required for being eligible for the entire test)	05									
ii)	Sorting of Mutilated/Composite/Mismatch ((Notes with different Serial Numbers) Notes to be mixed with 1000 pieces of genuine	05									

		notes and processed from all 4 orientations i.e. A to D.	05	
	iii)	Whether Machine has Dual Contact Image Sensors for scanning of banknotes.	05	
	iv)	Number of notes rejected per 1000 banknotes (ATM FIT). The percentage of notes rejected per 1000 pieces should be less than 5% excluding CF and Mutilated Notes) In case more than 5% no marks would be awarded.	05	
	v)	Whether Serial Number Reading and Comparison of both Serial Numbers is a default function in Authentication and Fitness Sorting Mode.		
7	Fitness Sorting Test: -			
	i)	Sorting of Banknotes – ATM FIT/ FIT/ UNFIT etc as per RBI Clean Note Policy. Machine to process 2000 notes for ATM Fit / Fit/ Unfit. Whether Non-Issuable (Soiled), Banknotes of Rs.500 denomination of Mahatma Gandhi (M.G.) Series 1996 / 2000, Pre 2005 Series banknotes of INR 10 to INR 50 etc. go to soiled note pocket automatically.	05	
	ii)	To re-run the notes sorted as ATM Fit/ Fit and UNFIT for INR 100 to INR 2000 and check for consistency. Variation should be less than 5%.	05	
	iii)	Whether machine rejects tape notes to the other pocket in ATM / Fit mode	03	
	iv)	Whether machine rejects non-oriented Notes to other pocket in Fitness Sorting mode.	03	
	v)	Programmable to allow setting and changing limits and tolerance for each denomination in Fitness Sorting Mode.	03	
	vi)	Whether software & hardware can be upgraded as and when new series of notes introduced by RBI.	03	
	vii)	Whether the machine has the capability of rejecting demonetised banknotes i.e. INR 500 & INR 1000 into Reject Pocket while Authentication and Fitness Sorting.		

8	Sorting Parameters (whether parameter can be set as per user choice) :- <table border="1"> <tr><td>i)</td><td>Soiling</td></tr> <tr><td>ii)</td><td>Limpness</td></tr> <tr><td>iii)</td><td>Dog Ears</td></tr> <tr><td>iv)</td><td>Tears</td></tr> <tr><td>v)</td><td>Holes</td></tr> <tr><td>vi)</td><td>Stains</td></tr> <tr><td>vii)</td><td>Graffiti</td></tr> <tr><td>viii)</td><td>Crumples</td></tr> <tr><td>ix)</td><td>Decolouration</td></tr> <tr><td>x)</td><td>Folds</td></tr> <tr><td>xi)</td><td>Repairs</td></tr> </table> <p>(If NSM fails to sort in any parameter above then no mark will be awarded for that particular parameter)</p>		i)	Soiling	ii)	Limpness	iii)	Dog Ears	iv)	Tears	v)	Holes	vi)	Stains	vii)	Graffiti	viii)	Crumples	ix)	Decolouration	x)	Folds	xi)	Repairs	02 02 02 02 02 02 02 02 02 02 02 02	
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TOTAL			100																							

Marks under each parameter will be awarded by bank's Committee responsible for conducting the Stress Test. Marks awarded by the Committee/Bank will be final. **To qualify for Commercial Evaluation the tenderers will have to secure minimum 85% marks (viz. 85 out of 100 marks) in Stress/ Efficiency Test.**

Bank's evaluation committee can select one or more of the above mentioned parameter for evaluation at the sole discretion and determination of the Bank. The Bank may also add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Stage 4- Commercial Bid Evaluation Criteria

Commercial bids shall be opened only for those bidders who comply with all the technical requirements & Stress/ Efficiency Test detailed in this RFP document. The final selection of the Bidder shall be based on **lowest commercial** (i.e. L1 bidder) quote criteria submitted by the bidders.

Bank may split the work in ratio of 60:40 or in ratio of 50:30:20 amongst L1 and next two bidders who agree to match the rates of L1 as approved and agreed between the Bank and L1 (hereinafter referred as agreed rates). The offer to bidders to match agreed rates shall be in the ascending order of rates quoted i.e. offer would be given first to L2 then L3 then L4 and so on. The process will continue till the first bidder (in case work is to be split in ration of 60:40) or first two bidders (in case work is to be split in the ratio of 50:30:20) in ascending order of rates quoted accepts to work at the agreed rates. If no other bidder agrees to work at agreed rates then complete work would be awarded to L1.

A. Eligibility Criteria

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to submit/upload supporting documents digitally signed by authorized representative of the Bidder as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP. The HDNSM/ FANVPM with make in India components will be given preference under the Govt. of India "Make In India" initiative.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years as on RFP date.		Documentary Proof to be attached (Certificate of Incorporation)

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
2	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 5 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 3 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed documents from authorized representative of bidder)
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
5	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder(self-certified letter)
B	Financial		
6.	Bidder must have registered average annual turnover of Rs.1000.00 lacs or above (from Indian Operations only) during the last three completed financial years i.e. 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22* and Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	<p>OR</p> <p><i>(Below clause is applicable for bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder)</i></p> <p>The Bidder must have registered average annual turnover of Rs. 100 lacs or above during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).</p>		<p>be without any riders or qualification.</p> <p>*If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited. In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p>
7.	<p>The Bidder must be a Net profit making entity (from Indian Operations only) continuously for the last three years i.e. financial years – 2019-20, 2020-21 and 2021-22*</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and also should not have eroded by more than 30% in the last three audited financial years (2019-20, 2020-21 and 2021-22*)</p>		<p>Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22* and Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>*If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited. In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p>
C	Experience & Support Infrastructure		
1	The bidder should have been in providing such services i.e. processing, sorting, packeting,		A self-certified letter.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations to Bank Branches/Currency Chests in India for at least 3 years as on RFP date.		Documentary Proof to be attached along with Purchase Order / Contract copy.
2	System Integrator will offer products which shall be compatible with all prominent products.		Documents in relation to product offered by OEM.
3	Applicants should have requisite trade/ manufacturing / factory license from appropriate authority.		Trade / Manufacturing / Factory License from appropriate authority.
4.	The applicant should have OEM certificate along with confirmation that the proposed solution (consisting major components in Hardware & Software) to be supplied will not be End of Sale in next 3 years and End of Support in next 5 years from End of Sale. OEM letter to be in Original and no photocopy or colored Xerox will be acceptable (In absence of the original certificate from the OEM the Service provider will be disqualified).		Copy of OEM certificate along with confirmation that they would supply spare parts for the quoted model for minimum next 5 years from the date of installation.
5	Bidder must have technically qualified engineers who have expertise & requisite skills to support and maintain the installations of required HDNSM/ FANVPM.		Letter of confirmation (self-certified letter).
6	Must have direct support office or support center at major cities pan india for providing timely support.		Self-certified letter (along with latest documentary proof) signed by authorized official of the bidder mentioning address of direct support offices/ support centers.
7	The applicant should submit a "Satisfactory Performance Certificate" from at least -3- Financial Institution/ Commercial Banks /Corporate Bodies on whose		"Satisfactory Performance Certificate" from at least -3- Financial Institution/Corporate Bodies on whose panel it is conducting business related to

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	panel it is conducting business related to processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations System covering multiple cities/ geographical location.		processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations System covering multiple locations / cities.
8	The bidder should have an installation of HDNSM at minimum 30 sites in India as on the date of submitting the proposal.		The list of the sites to be attached with the contact details.
9	Bidder must have the following valid Accreditations / Certifications as on the date. i. ISO 9001 ii. ISO 14001		A self-certified letter. Copy of the relevant certificates from Auditing agency.
D	Prequalification Criteria for Original Equipment Manufacturer (OEM) of HDNSM/ FANVPM offered by the bidder against this RFP		
1.	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
1.	OEM should be in core business in India, at least for a period of last five years from the date of RFP.		Copy of five year's old PO as a proof. Document should be attested by the bidder.
2.	OEM should have made gross profits from Indian business during the last three Financial years (2019-20, 2020-21 and 2021-22*).		Copy of the last three years audited Balance sheet or Certificate from the CA should be submitted. All documents should be attested by the bidder.
3	OEM should have minimum average turnover of 10 crores from Indian business in last three financial years (2019-20, 2020-21 and 2021-22*).		
4	OEM in the proposed solution should have its own service support center in India.		Self-declaration on OEM's letterhead with address or Link on public website.
5	Bidder should have received ISO 9001:2015 certification		Copies of relevant Certificates.

All dates if not specified to be applicable from the date of the RFP.

Technical Parameters:

HDNSMs/ FANVPMs Requirements:

- The Note Sorting and other related Machines (NSMs), should have processing capacity of minimum 2 lakh Currency Notes per day on single shift basis. The bidder will install brand new current model of the machines available with the following attributes/ facilities:
- The size of the notes of various denominations may vary as per RBI parameters.
- Each of the existing denomination in circulation has different designs and has different features and each denomination has in turn different series / designs. The machine should be capable of processing all denominations and all series of banknotes. All these banknotes are printed on banknote paper by dry off-set and intaglio process with different security features. The NSM should be able to test bank notes by a set of cameras/ sensors fixed in the system for checking the authenticity of notes. While processing bank notes, the reading of the camera/ sensor has to be compared by the machine with the standards set in the software of the system for authentication of banknotes. As per RBI's Bank note authentication and sorting parameters and any other feature/ parameters set by RBI thereafter including future amendments. The following properties must be checked by the system during processing:
 - Format consisting of denomination, size, orientation/ position, infrared character of print ink, holes, missing parts and dog-ears.
 - Thickness of paper to detect multiple, overlapping items, tape etc.
 - Magnetic character of inks
 - Conductivity of security thread.
 - Fluorescence presence/ Phosphorescence presence.
- The machine must be able to sort the notes into ATM-fit/ fit / unfit / reject / suspect / forged notes after checking authenticity of Bank Notes. Broad parameters on which the machine has to classify the notes as clean notes are as under:
 - i) The note is clean i.e. not soiled, discoloured, tainted, not a Specified Bank Note etc.
 - ii) The note does not contain any graffiti i.e. scribbling
 - iii) The note does not contain large number of pinholes in the watermark area. Any note containing holes/ tears other than pinholes, banknotes all the note series issued prior to 2005, Ashoka Pillar Series notes, and other notes as specified by RBI from time to time will be treated as unfit notes.
 - iv) The note does not contain any tapes.
 - v) The note does not have any missing portion
 - vi) Specified Bank Notes (₹ 500 & ₹ 1000/-) should go to reject packet.

- The Note Sorting Machine (NSM), must be able to sort the notes as per Authenticity & Sorting parameters prescribed by Reserve Bank of India and also configurable for future changes by RBI.
- The machine should be upgradable. Sufficient reserve space and provision shall be provided for adding additional sensors/ devices to process Bank Notes of new designs / new denomination, including polymer notes, which may be introduced by RBI in future. The sensors should be capable of detecting machine-readable features, which may be incorporated in the Bank Notes by RBI in future.
- Stacking compartments: There shall be separate sets of compartments for ATM Fit/ issuable / non-issuable (i.e. soiled) and reject / suspect notes. After the notes are processed, sorted notes should go to the respective compartments, strapped in packet of 100 pieces. Band on each packet must have machine processing ID & indication of quality of notes. In case of non-issuable notes one packet of 1000 pieces is to be prepared as per RBI guidelines. Ten (10) such packets (in case of non-issuable notes one such packet of 1000 pieces), will be bundled and strapped. Every such bundle will be shrink wrapped in plastic paper and labeled with information containing denomination, number of pieces, date of processing with machine ID and operator ID. For any shortages, counterfeit notes/ deficiencies detected at RBI in unfit/soiled notes sent to RBI, the SP will be fully responsible. If RBI imposes penalty for such shortages/ deficiencies, the SP will be responsible, and compensate the Bank for such penalty in addition to shortage.
- User Interface and MIS Reports: Bank's requirement is given as under:
 - i) The machine should have user interface with PC display and interface to host Computer / server through Bank's LAN/WAN or internet or data transmission.
 - ii) The machine should generate back up data i.e. serial number of the Currency Notes processed denomination-wise/ batch wise and with reconciliation facility, number of banknotes processed / sorted/ suspect detected etc. on daily and monthly basis.
 - iii) The machine should generate various types of reports as per Bank/RBI Requirement.

Bidder shall submit separate specifications for HDNSM and FANVPM as under:

S. No.	Particulars	Specifications of NSM	Specifications of NSM offered
A. General:			
1	Model Name	(Please specify Model Number)	
2	Machine Structure	Modular	
3	Dimensions	(Length x Width x Height) (In mm)	
4	Weight	In Kilograms	

5	Currency note Input / Hopper Capacity / Feeder Capacity	Minimum 1000 loose notes and above.	
6	Currency note Delivery Standard Delivery Mode	To be configured as per requirement of the Bank.	
7	Output Pockets	Minimum 6+1 /4+2 pockets (Minimum 6 pockets for ATM-Fit, Fit and Unfit Notes and minimum one pocket for reject notes) Machine should have capability for mechanised paper banding of packets.	
8	Performance Data / Processing Speed	Output of Currency Notes per day on single shift basis.	
9	Range of Currency notes Width Length	As per RBI specifications.	
10	Power Supply	Please Specify	
11	Power Consumption	Please Specify	
12	Ambience Temperature	Please clearly specify the Ambience Temperature Requirements. • While the machine is in operational condition • While the machine is in nonoperational condition Kindly note that in most places, there is no climate control during the non-working hours. The operating environmental requirements should be clearly specified.	
S. No.	Particulars	Specifications of NSM	Specifications of NSM offered

13	Relative humidity	<p>Please clearly specify the Relative humidity Requirements.</p> <ul style="list-style-type: none"> • While the machine is in operational condition. • While the machine is in nonoperational condition. <p>Kindly note that in most places, there is no climate control during the non-working hours. The operating environmental requirements should be clearly specified.</p>	
14	Sound/Noise Level	Please Specify	
15	User Interface	<p>Whether NSM has</p> <ul style="list-style-type: none"> • User Roles • Audit Trail (who logged in & when) • Usage log/ journal (with built-in retention for few months (Pl. specify). • Built-in Network interface to transfer data securely to banks server or standalone system (if needed). 	
16	ADDITIONAL FEATURES	<ul style="list-style-type: none"> • Sturdiness • Space for up-gradation • Any other exclusive / additional feature 	
B. Sensors:			

1	Sensors (Details mentioned in the Specification column)	<p>Machine should have the sensors, capable of detecting and checking various visible & non-visible features of Indian banknotes like print pattern, format, Size, printed image, emission and soilness. The machine should have provision for additional sensors, to accommodate future up gradation, if any required by RBI.</p> <ul style="list-style-type: none"> • Image Scan Sensor from both sides (colour) capable to scan both sides of note. • Magnetic Sensor • UV Dull Sensor (Fluorescence/Phosphorescence Sensor) • Tape Sensor (Thickness Sensor) • Infrared sensor • Limpness sensor • Electrical Conductivity of Security thread 	
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S. No.	Particulars	Specifications of NSM	Specifications of NSM offered
2	NSM should be capable to do sorting of all type of Currency Notes issued by RBI and to be issued in future in the modes mentioned in the Specification column:	<ul style="list-style-type: none"> • Sorting Parameters • ATM Fit. Customer Issuable / Fit. Gandhi/ Ashoka Pillar notes can be separated. Non Issuable/ Soiled (Ashoka Pillar Notes / all note series of all denomination issued prior to 2005 should automatically go to Soiled notes stacker) • Orientation Sorting. All no oriented notes should go into reject pocket • Forged notes should go into reject pocket 	

		<ul style="list-style-type: none"> Specified Bank Notes (Currently ₹ 500/- of old MG series & ₹1000/-) should go into reject packet. <p>All the above parameters should be capable of being configured as per Bank's/RBI requirements from time to time.</p>	
3	Fitness & Authentication Parameters (Prescribed by RBI)	<p>Fitness Parameters:</p> <ul style="list-style-type: none"> Format(Size/Dimension, (i.e. length and breadth) Thickness Holes Tapes Tears Missing Parts Dog-ears or Missing Corners Limpress Soil Stains Graffiti Crumples Decolouration Folds Repair 	
S. No.	Particulars	Specifications of NSM	Specifications of NSM offered
		<p>Authentication Parameters:</p> <ul style="list-style-type: none"> Infrared Properties UV-dull paper Fluorescence/ Phosphorescence Magnetic security features in ink and security threads Thickness and Multiple items Electrical Conductivity of Security thread <p>All the above parameters should be capable of being configured as per Bank/RBI requirements.</p>	

C. Other requirement:			
1	Bundling & Shrink Wrapping of bundles	<ul style="list-style-type: none"> • Bundling machine for preparing bundles by tying/strapping both horizontally and vertically in a criss-cross manner. • Shrink wrapping machine 	

Technical Evaluation:

Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

The Bank reserves the right to evaluate the bids on the following technical parameters:

S. No.	Particulars	Marks	Max. Marks	Marks scored
1	Revenue of the bidder for the last 3 years:		25	
	i) ₹ 20 Crore & Above	25		
	ii) ₹ 15 Crore but < ₹20 Cr	20		
	iii) ₹ 10 Crore but < ₹15 Cr.	15		
2	Profit during the last 3 years:		15	
	i) Profitability increasing	15		
	ii) Profitability decreasing/ inconsistent	10		
3	No. of Banks availing Cash processing services (including supply/maintenance of HDNSMs) from bidder (excluding Co-op and Rural Banks): (5 marks for each Commercial / Central Bank)	-	20	
4	No. of processing solutions (capable to segregate ATM-Fit, Fit, Unfit & Reject Notes) supplied (with proof):		40	
	i) Less than 30 HDNSMs	10		
	ii) Greater than & equal to 30 HDNSMs and less than 50 HDNSMs	20		
	iii) Greater than & equal to 50 HDNSMs and less than 100 HDNSMs	30		
	iv) Greater than & equal to 100 HDNSMs	40		
	Total		100	

The bidders should furnish self-attested documentary evidence in support of each of the statements made hereinabove and the originals are required to be produced for verification within the time limit prescribed elsewhere in this document.

To qualify in the technical round, a bidder has to score a minimum of 70 marks. Final technical eligibility will be decided after technical evaluation of the machine by two or more committee members by visiting the place where machines are installed. Decision of the committee regarding suitability of machine will be final. Bank reserves the right to accept or reject any bid on the basis of performance of machine, observed by committee members. Such visits will be arranged by the bidder at their cost. Bank reserves the right to prescribe methodology for testing NSMs.

Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in eligibility, stress/efficiency test of NSMs and technical bid evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. Bidders are required to quote as per the Commercial Bid format mentioned under Annexure 08.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The proposal of L1 (Lowest Bidder) shall be recommended for award of contract.

Bank may split the work in ratio of 60:40 or in ratio of 50:30:20 amongst L1 and next two bidders who agree to match the rates of L1

as approved and agreed between the Bank and L1 (hereinafter referred as agreed rates). The offer to bidders to match agreed rates shall be in the ascending order of rates quoted i.e. offer would be given first to L2 then L3 then L4 and so on. The process will continue till the first bidder (in case work is to be split in ration of 60:40) or first two bidders (in case work is to be split in the ratio of 50:30:20) in ascending order of rates quoted accepts to work at the agreed rates. If no other bidder agrees to work at agreed rates then complete work would be awarded to L1.

Commercial Bids Terms

- a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost.

- c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation.
- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

I. Price Comparisons

- a. The successful bidder will be determined on the basis of evaluation mentioned in Evaluation Criteria in this RFP document.
- b. Normalization of bids: The Bank may go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in the commercial bids. There will be no price escalation for during the contract period and any extension thereof.
 - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

Annexure 03- Declaration/ Undertaking from bidder

Regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
Chief General Manager-Operations
Bank of Baroda, 7th Floor,
Baroda Bhavan
R C Dutt Road, Alkapuri,
Vadodara-390 007

Sir,

Sub: RFP for ENGAGEMENT OF processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations SYSTEM AT DIFFERENT CURRENCY CHESTS OF BANK

We, M/s ----- are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

1. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.
2. **We confirm that we have not been disqualified / debarred / depanelled / blacklisted by any Govt. Deptt / RBI / Financial Institution or any other organization for cash van services during last 5 years. We also confirm that, we have not been issued with any dissatisfaction letter by any of the Regions/Zone.**
3. **We understand that if we have been issued with dissatisfactory letter for two or more zones of the Bank, our bid will be rejected by any zone.**
4. **We also agree that in case any poor performance report is received from any of our clients our Bid will be rejected / disqualified.**

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without any notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

2. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

Annexure 04- Bid Security Letter (Earnest Money Deposit)

(Bidder need to provide the details of Bid Security (EMD))

To,

Chief General Manager-Operations
Bank of Baroda, 7th Floor,
Baroda Bhavan
R C Dutt Road, Alkapuri,
Vadodara-390 007

Sir,

Sub: RFP for ENGAGEMENT OF processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations SYSTEM AT DIFFERENT CURRENCY CHESTS OF BANK

Dear Sir,

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at..... India (hereinafter referred to as "the VENDOR") proposes to offer its response to RFP No... #: (RFP details) (Hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favor to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE.....having..... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE..... through our local office at..... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the

observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) Our liability under this Guarantee shall not exceed Rs..... (Rupees.....only);
 - ii) This Bank Guarantee shall be valid up to and including the date and
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

Pro forma for MSE / Startups in lieu of EMD

For Micro and Small Enterprises (MSE) / Startups need to provide Bid Security Declaration in following format in lieu of Form Bid security (EMD)

(For Micro and Small Enterprises (MSE) / Startups)

To,

Chief General Manager-Operations
Bank of Baroda, 7th Floor,
Baroda Bhavan
R C Dutt Road, Alkapuri,
Vadodara-390 007

Sir,

Sub: RFP for ENGAGEMENT OF processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations SYSTEM AT DIFFERENT CURRENCY CHESTS OF BANK

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2A. as per the tender / RFP no:floated for At para no: a Bid

Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of : (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

Annexure 05- Undertaking from the Bidder

To

Chief General Manager-Operations
Bank of Baroda, 7th Floor,
Baroda Bhavan
R C Dutt Road, Alkapuri,
Vadodara-390 007

Sir,

Sub: RFP for ENGAGEMENT OF processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations SYSTEM AT DIFFERENT CURRENCY CHESTS OF BANK

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission 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 Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
5. Commercial Bid (Annexure 09) have been submitted without any deviation.
6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. a) 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".

(c) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -(please specify NA if not applicable)
 - ii. Amount and Currency in which Commission paid / payable -(please specify NA if not applicable)
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -(please specify NA if not applicable)
8. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
9. **We confirm that we have not been disqualified / debarred / depanelled / blacklisted by any Govt. Deptt / RBI / Financial Institution or any other**

organization for cash van services during last 5 years. We also confirm that, we have not been issued with any dissatisfaction letter by any of the Regions/Zone.

10. We understand that if we have been issued with dissatisfactory letter for two or more zones of the Bank, our bid will be rejected by any zone.
11. We also agree that in case any poor performance report is received from any of our clients our Bid will be rejected / disqualified.
12. 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.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 06 - Pre Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

RFP name and no:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Eligibility/ Scope / Commercial / Legal / General / Any Other)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

Annexure 07- Conformity Letter

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
Chief General Manager-Operations
Bank of Baroda, 7th Floor,
Baroda Bhavan
R C Dutt Road, Alkapuri,
Vadodara-390 007

Sir,

Sub: RFP for ENGAGEMENT OF processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations SYSTEM AT DIFFERENT CURRENCY CHESTS OF BANK

Further to our proposal dated, in response to the Request for Proposal..... (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

I. Technical Proposal Attention Items

- a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.

- b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
- c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.
- e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality resources to the Bank.
- f) In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.
- g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank

II. Contract period

The Contract with selected service provider will be valid for a period of 3 years, beginning from the date of successful Go Live of the project. Successful go-live of project will be deemed completed only when all the requirements contracted by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the selected service provider.

The contract can be extendable by 2 years based upon satisfactory performance on mutually agreed terms acceptable to Bank.

III. Delivery:

The Service Provider shall make arrangement of resources accepted by the Bank as per the requirements of this tender within 4 weeks from the date of order placement hence, all the Resources/ Services should be delivered within -4- weeks from the date of purchase order.

Inability of the vendor to provide Resources as per specifications within defined timelines, Bidder will have to pay late delivery charges to Bank of Baroda @ 1% of the total order value of the delayed resources inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total order value of the delayed resources.

If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the order. The resource cost for the delayed period of the deployment will not be payable to the vendor.

The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that

bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

IV. Contingency arrangements

The Service Provider should equip themselves with necessary standby facilities in case of any contingency to ensure continuous and uninterrupted services.

V. Payment Terms

The vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item. The payment will be released by Department concerned against receipt of original invoice. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Service Provider. The Bank will pay invoices within a period of 30 days from the date of receipt of invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

VI. Right to Alter Quantities

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

Annexure 08- Commercial Bid

Cost Item	Service	Unit	Rate (in ₹) (excluding GST)	Multiplier	Value
1	Rate per bundle of 1000 pieces of notes (including all consumables, manpower, etc, but excluding charges for Shrink Wrapping) processed in Bank's premises on NSMs upto 100 bundles per day	Per Bundle		100	
2	Rate per bundle of 1000 pieces of notes (including all consumables, manpower, etc, but excluding charges for Shrink Wrapping) processed in Bank's premises on NSMs beyond 100 bundles per day	Per Bundle		100	
3	Rate per bundle for shrink wrapping (excluding GST)	Per Bundle		100	

Fully Automated Note Verification and Processing Machines (FANVPM) (Items NOT to be considered for Total Cost of Ownership (TCO))

Cost Item	Service	Unit	Rate (in ₹) (excluding GST)	Multiplier	Value
1	Rate per bundle of 1000 pieces of notes (including all consumables, manpower, etc, including charges for Shrink Wrapping) processed in Bank's premises on NSMs upto 100 bundles per day	Per Bundle		100	

2	Rate per bundle of 1000 pieces of notes (including all consumables, manpower, etc, , including charges for Shrink Wrapping) processed in Bank's premises on NSMs beyond 100 bundles per day	Per Bundle		100	
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(If the information in the above table are not provided, which the vendor is quoting for, the tender would be rejected.)

[NOTE: The item wise lowest rates quoted by the various vendors during tendering for the above listed items, will be considered as L-1 rates for respective items. Bank reserves right to procure these items from open market at its discretion.]

Please also refer Annexure-05.

SELF- COMPLIANCE CERTIFICATE (TO BE GIVEN BY THE BIDDER)

We hereby certify that the information given as above and in Annexures (Supplier' and the Manufacturer's Profile & Technical Specifications) is true and correct to the best of our knowledge & belief. Our Firm / Company meets the eligibility criteria as laid down by the Bank. In case any of the information given by us is found to be incorrect or false, the Bank is at liberty to cancel the tender submitted by us.

Place: _____ Signature

Date: _____ Name:

Seal:

- If Bank require to purchase or avail any of line items over and above the mentioned quantities, unit rate for item for the particular item will be taken for calculation.
- All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- No price increase on account of change in tax structure, duties, levies, charges etc shall be permitted.
- No price increase on account of exchange rate fluctuations.
- All line items should be as per minimum specifications mentioned in Annexure 16

We confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document

Authorized Signatory

Name:

Designation:

Format for submission of monthly claims for Cash Processing

Bill for the month of _____

S. No.	Claim details	Rate claimed	Amount in Rupees
1	Claim for Bundles processed (provide summary of bundles received, processed and returned)		
	Total		
2	GST, where applicable		
	Total amount Billed		

N.B.:

- i) The consolidated claim should be submitted for each centre, duly supported by the log sheets for the month concerned.
- ii) The Service Provider should indicate the following details to facilitate TDS and payment of the bill amount through electronic mode:
 - a. PAN details :
 - b. Title of account to which the amount is to be credited:
 - c. Account Number in Full :
 - d. Name of the Bank :
 - e. Name of the Branch and its address:
 - f. IFS Code of the Branch :

Annexure 9 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The Chief General Manager-Operations
Bank of Baroda, 7th Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Vadodara-390 007

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at(Please provide complete address) (hereinafter referred to as "Bidder") was Bandra Kurla Complex

Awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. dated (Hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated For (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favor for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's Office at and a branch interalia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address)through our local office at..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-(Rupeesonly) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on

account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees

..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. /-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (Date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will

- cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
 9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
 11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
 12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
 13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force up to and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
 14. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of
Branch Manager

Seal and Address

Annexure 10- Integrity Pact

PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____,

Between

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051(hereinafter referred to as "BOB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

.....hereinafter referred to as "The Bidder"

Preamble

BOB is \ one of the nationalized PSU Bank having its presence through its 8100+ of branches and 95+ administrative offices throughout India and 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of BOB

- 1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - a. No employee of the BOB , personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- 2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion

in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

Section 4 - Compensation for Damages

- 1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled

to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Subcontractors

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The BOB will enter into agreements with identical conditions as this one with all Bidders.
- 3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Subcontractor(s)

If the BOB obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The BOB may appoint Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Bidders as confidential.
- (3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement,

he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word' Monitor' would include both singular and plural.

Section 9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB .

Section 11 - Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the BOB, i.e. Vadodara.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of Bidder)

(Office Seal)

Place-----

(For & On behalf of Bidder)

(Office Seal)

Date-----

Witness1:

(Name & Address)

Witness2:

(Name & Address)

Annexure 11 - Service Level and Non-Disclosure Agreement

This Agreement is made in Vadodara this..... Day of 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 25 countries. Bank desires to select a Service Provider forAnd had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a -----.

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- I. Bank, BOB means ‘Bank of Baroda’
- II. ATP means Acceptance Test Procedure
- III. AMC means Annual Maintenance Contract
- IV. BFSI means Banking, Financial services and Insurance
- V. MSP means Managed Service Provider of the Bank.
- VI. SLA means Service Level Agreement
- VII. Total Cost of Ownership (TCO)

VIII. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Scope of Work of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

4. STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

5. DELIVERY

(Terms mentioned in the RFP)

6. DOCUMENTATION

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/ Hindi.

7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No.

8. PAYMENT TERMS

(Terms mentioned in the RFP)

9. SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

10. COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or

(ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:

- i. Shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. Shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. Shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. Shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. Shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. Shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. Shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.

- x. Shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. Shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- xii. Shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct.
- xiii. Service Provider shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.
- xiv. Shall submit the proof of payment of salary, PF deposit and other regulatory payments of persons engaged by the SP on quarterly basis to the Bank.

11. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.
- b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.
- c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.
- e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

12. INDEMNITY

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or

- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

- Software, hardware, or supplies for the solution not approved by Service Provider; or

- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

13. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

14. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee in favor of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of **36** months with additional claim period of three months after expiry of validity period. The value of performance guarantee will @Rs.6.00 lakhs per site.

15. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

- breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services.
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceed more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide

the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

16. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

17. LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Vadodara shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

ARBITRATION

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be Vadodara-**Gujarat**. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs,

including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

18. AUDIT

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

19. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.

Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of

injury/death/termination) of any nature to the employees and personnel of the other party.

20. PUBLICITY

Any publicity by the Service Provider in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

21. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

22. SUBCONTRACTING

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

23. ASSIGNMENT

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

24. NON – SOLICITATION

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The above clause shall not applicable in case the recruitment done through public advertisement.

25. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such

employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

26. FORCE MAJEURE

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

27. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal

delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief General Manager-Operations
Bank of Baroda, 7th Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Vadodara-390 007

ATTN: Chief Manager (Security-CC)

If to the

Address _____

ATTN: _____

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP offer document and Purchase Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda

For

—

—

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :

ANNEXURE 12- Locations to be covered

S. No.	Name of the Currency Chest	State	District
1	NAVRANGPURA	GUJARAT	AHMEDABAD
2	ASHRAM RAOD	GUJARAT	AHMEDABAD
3	GANDHI ROAD	GUJARAT	AHMEDABAD
4	MARKET YARD, PATAN	GUJARAT	PATAN
5	VIDHANSABHA BR., GANDHINAGAR	GUJARAT	GANDHINAGAR
6	ASHRAM ROAD,NADIAD	GUJARAT	KHEDA
7	UNJHA MEHSANA	GUJARAT	MAHESANA
8	HIMATNAGAR, GUJARAT	GUJARAT	SABAR KANTHA
9	TALOD GANDHI NAGAR	GUJARAT	SABAR KANTHA
10	MORADABAD	UTTAR PRADESH	MORADABAD
11	AGRA MAIN	UTTAR PRADESH	AGRA
12	BAREILLY MAIN	UTTAR PRADESH	BAREILLY
13	NAWABGANJ	UTTAR PRADESH	BAREILLY
14	CIVIL LINES,RAMPUR	UTTAR PRADESH	RAMPUR
15	KHATIMA	UTTARAKHAND	UDHAM SINGH NAGAR
16	SIDCUL	UTTARAKHAND	UDHAM SINGH NAGAR
17	NAVIN MANDI,HALDWANI	UTTARAKHAND	NAINITAL
18	POWAYAN	UTTAR PRADESH	SHAHJAHANPUR
19	GOTRI	GUJARAT	VADODARA
20	BARODA MAIN OFFICE	GUJARAT	VADODARA
21	ALIPURA	GUJARAT	CHHOTAUDEPUR
22	STATION ROAD BR., BHARUCH	GUJARAT	BHARUCH
23	INDUSTRIAL ESTATE, ANKLESHWAR	GUJARAT	BHARUCH
24	VAPI INDUSTRIAL ESTATE	GUJARAT	VALSAD
25	AHWA,GUJARAT	GUJARAT	DANGS
26	JAWAHAR ROAD, BILIMORA	GUJARAT	NAVSARI
27	STATION ROAD GODHRA	GUJARAT	PANCH MAHALS

28	SILVASA	DADRA AND NAGAR HAVELI AND DAMAN AND DIU	DADRA&NAGAR HAVELI
29	UDHNA	GUJARAT	SURAT
30	CITY LIGHT	GUJARAT	SURAT
31	SANTRAMPUR	GUJARAT	MAHISAGAR
32	MANDVI SURAT	GUJARAT	SURAT
33	TRINITY CIRCLE	KARNATAKA	BENGALURU URBAN
34	MALLESHWARAM	KARNATAKA	BENGALURU URBAN
35	GWALIOR	MADHYA PRADESH	GWALIOR
36	Civic Centre BHILAI	CHHATTISGARH	DURG
37	T T NAGAR BHOPAL	MADHYA PRADESH	BHOPAL
38	NAVLAKHA	MADHYA PRADESH	INDORE
39	DHAMNOD	MADHYA PRADESH	DHAR
40	NIPANIYA	MADHYA PRADESH	INDORE
41	Sector 10 DURG	CHHATTISGARH	DURG
42	KATNI	MADHYA PRADESH	KATNI
43	RAHANGI	CHHATTISGARH	BILASPUR
44	SOUTH TUKOGANJ	MADHYA PRADESH	INDORE
45	17B CHANDIGARH	CHANDIGARH	CHANDIGARH
46	NEHRU GARDEN RD	PUNJAB	JALANDHAR
47	KENNEDY AVENUE	PUNJAB	AMRITSAR
48	KARNAL	HARYANA	KARNAL
49	SAMRALA ROAD,LUDHIANA	PUNJAB	LUDHIANA
50	CHANDIGARH ROAD LUDHIANA	PUNJAB	LUDHIANA
51	MYLAPORE	TAMIL NADU	CHENNAI
52	V N ROAD	TAMIL NADU	CHENNAI
53	COIMBATORE MAIN	TAMIL NADU	COIMBATORE
54	PERUNDURAI	TAMIL NADU	ERODE
55	MANACHANALLUR	TAMIL NADU	TIRUCHIRAPALLI
56	CHOKKIKULAM	TAMIL NADU	MADURAI
57	DR. NANJAPPA ROAD	TAMIL NADU	COIMBATORE
58	T P S TOWER	TAMIL NADU	MADURAI
59	VADAKARA	KERALA	KOZHIKODE
60	ERNAKULAM NORTH	KERALA	ERNAKULAM
61	KUNDOTTY	KERALA	MALAPPURAM
62	AMBALTHARA	KERALA	THIRUVANANTHAPURAM
63	NETTOOR	KERALA	ERNAKULAM
64	HYDERABAD MAIN	TELANGANA	HYDERABAD

65	KOTHAPET, TELANGANA	TELANGANA	RANGAREDDI
66	TIRUPATI	ANDHRA PRADESH	CHITTOOR
67	KURNOOL	ANDHRA PRADESH	KURNOOL
68	ASILMETTA	ANDHRA PRADESH	VISAKHAPATNAM
69	KASTURBAIPET, VIJAYAWADA	ANDHRA PRADESH	KRISHNA
70	EAST GODAVARI, RAJAMUNDRY	ANDHRA PRADESH	EAST GODAVARI
71	RAILWAY CAMPUS AJMER	RAJASTHAN	AJMER
72	DAUSA	RAJASTHAN	DAUSA
73	ALWAR	RAJASTHAN	ALWAR
74	STATION ROAD JAIPUR	RAJASTHAN	JAIPUR
75	VISHWAKARMA IND JAIPUR	RAJASTHAN	JAIPUR
76	INDUSTRIAL ESTATE BR., JODHPUR	RAJASTHAN	JODHPUR
77	CHURU	RAJASTHAN	CHURU
78	SAMTA NAGAR	RAJASTHAN	BIKANER
79	JHALAWAR ROAD KOTA	RAJASTHAN	KOTA
80	UDAIPUR MAIN	RAJASTHAN	UDAIPUR
81	BURDWAN	WEST BENGAL	PURBA BARDHAMAN
82	DUM DUM	WEST BENGAL	NORTH 24 PARGANAS
83	JATINDRA MOHAN AVENUE, KOLKATA	WEST BENGAL	KOLKATA
84	DHARAMTALLA BR., KOLKATA	WEST BENGAL	KOLKATA
85	C R AVENUE, KOLKATA	WEST BENGAL	KOLKATA
86	A.T ROAD, GUWAHATI	ASSAM	KAMRUP METROPOLITAN
87	PANCHANANTALA	WEST BENGAL	MURSHIDABAD
88	KHULDABAD	UTTAR PRADESH	PRAYAGRAJ
89	FAIZABAD MAIN	UTTAR PRADESH	AYODHYA
90	DEOKALI	UTTAR PRADESH	AYODHYA
91	GEETA PRESS	UTTAR PRADESH	GORAKHPUR
92	GUMTI NO-5	UTTAR PRADESH	KANPUR NAGAR
93	VIBHUTIKHAND, LUCKNOW	UTTAR PRADESH	LUCKNOW
94	NIRALA NAGAR, LUCKNOW DALIGUNJ	UTTAR PRADESH	LUCKNOW
95	PRATAPGARH	UTTAR PRADESH	PRATAPGARH

96	SULTANPUR,UTTAR PRADESH	UTTAR PRADESH	SULTANPUR
97	GAURIGANJ	UTTAR PRADESH	AMETHI
98	VISHESHWARGANJ	UTTAR PRADESH	VARANASI
99	IND.ESTATE,VARANASI	UTTAR PRADESH	VARANASI
100	HASSAN	KARNATAKA	HASSAN
101	HUBLI	KARNATAKA	DHARWAD
102	MANGLORE	KARNATAKA	DAKSHIN KANNAD
103	PUTTUR	KARNATAKA	DAKSHIN KANNAD
104	UDUPI	KARNATAKA	UDIPI
105	SHIMOGA	KARNATAKA	SHIVAMOGGA
106	BHANDUP	MAHARASHTRA	MUMBAI SUBURBAN
107	KALAMBOLI	MAHARASHTRA	RAIGAD
108	BKC BRANCH	MAHARASHTRA	MUMBAI SUBURBAN
109	GOREGAON WEST	MAHARASHTRA	MUMBAI SUBURBAN
110	MUMBAI MAIN OFFICE	MAHARASHTRA	MUMBAI
111	HORNIMAN CIRCLE MUMBAI	MAHARASHTRA	MUMBAI SUBURBAN
112	JUHU VILE PARLE JVPD MUMBAI	MAHARASHTRA	MUMBAI SUBURBAN
113	SANSAD MARG	NCT OF DELHI	NEW DELHI
114	PAHARGANJ	NCT OF DELHI	CENTRAL DELHI
115	DARIYA GANJ	NCT OF DELHI	CENTRAL DELHI
116	MAURYA ENCLAVE	NCT OF DELHI	NORTH-WEST DELHI
117	MODINAGAR	UTTAR PRADESH	GHAZIABAD
118	JAMSHEDPUR MAIN	JHARKHAND	PURBI SINGHBHUM
119	FORBESGANJ	BIHAR	ARARIA
120	MUZAFFARPUR	BIHAR	MUZAFFARPUR
121	PATNA MAIN	BIHAR	PATNA
122	FRAZER ROAD, PATNA	BIHAR	PATNA
123	HAJIPUR	BIHAR	VAISHALI
124	GAYA	BIHAR	GAYA
125	CUTTACK MAIN	ODISHA	CUTTACK
126	BHUBHNEHWAR	ODISHA	KHURDA
127	RASTA PETH	MAHARASHTRA	PUNE
128	MARGAO	GOA	SOUTH GOA
129	DHARAMPETH	MAHARASHTRA	NAGPUR
130	GOLF CLUB NASHIK	MAHARASHTRA	NASIK
131	MALEGAON NASIK	MAHARASHTRA	NASIK

132	KHARGET BHAVNAGAR	GUJARAT	BHAVNAGAR
133	BHUJ MAIN	GUJARAT	KACHCHH
134	VIJAY NAGAR BHUJ	GUJARAT	KACHCHH
135	MITHAPUR, GUJARAT	GUJARAT	DEVBHUMI DWARKA
136	RAJKOT MAIN BR., RAJKOT	GUJARAT	RAJKOT
137	DHEBHARBHAI RAJKOT	GUJARAT	RAJKOT