



Request for Proposal - Empanelment of vendors for Supply, Personalization and Delivery of RFID FASTag for NETC

Bank of Baroda

RFP No. HO:DCO:NETC:116:177

Dated: 04th July 2024

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	04th July 2024
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> 1. Mr. Amrendra Kumar 2. Contact No 0265-2316208 3. Email: barodafastag@bankofbaroda.co.in 4. Postal Address: The Chief Manager, 2nd Floor Digital Channels and Operations, Bank of Baroda, Head Office, Baroda Bhavan, R.C. Dutt Road, Alkapuri, Vadodara, Gujarat– 390007
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	10th July 2024
4	Pre-bid Meeting & Venue details	<ul style="list-style-type: none"> • Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 11th July 2024 at 03:30 PM. • Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e- mail IDs on barodafastag@bankofbaroda.co.in by 09th July 2024 along with pre-bid clarification as per Annexure 06. • 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. • 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 & Time of Submission of bids	3.00 PM on 30th July 2024 Mode: Online on URL: https://bobtenders.eproc.in
6	Eligibility Cum Technical Bid Opening Date	3:30 PM on 30th July 2024 Mode: Online on URL: https://bobtenders.eproc.in <ol style="list-style-type: none"> 1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on barodafastag@bankofbaroda.co.in email id.



7	Commercial Bid	The commercial quotes are not required to be submitted at the time of tender submission by the vendors. Commercial quotations will be invited by Bank from successful empaneled vendors only as per the requirement.
8	Application Money	NIL
9	Bid Security (Earnest Money Deposit)	Rs. 3,00,000/- (Rupees Three Lakh only)
10	Security Money Deposit (for successful vendors only)	Rs. 2,00,000/- (Rupees Two Lakh only)
11	Mode of bid submission & online portal's URL	Mode: Online URL: https://bobtenders.eproc.in
12	All letters must be addressed to	The Chief General Manager (Digital Channels, Operations & Lending Business) Bank of Baroda, 1 st floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007
13	Support details of Online Portal facilitator	C1 India Pvt. Ltd Helpdesk Team Phone: 0124-4302033/36/37 1. Mr. Abhishek Kashyap (Mob. +91 9953761136) 2. Mr. Govind Parihar (Mob. +91 9999432157)3. Mr. Gaurav Singh (Mob. +91 7291981138) Email: bobsupport@c1india.com Escalation Level 1 Mr. Pankaj Kumar Verma (Mo. +91-7291981138); Email - pankaj.varma@c1india.com For more details, check under Contact us at home page of e-procurement portal https://bobtenders.eproc.in

[B] Important Clarifications:

Following terms are used in the document inter changeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RFP means the Request For Proposal document
3. Proposal, Bid means "Response to the RFP Document"
4. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
5. Support means Support & Services to be provided as part of the Scope of Work
6. Central Vigilance Commission (CVC)
7. Earnest Money Deposit (EMD)
8. One Time Cost (OTC)
9. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
10. Service Level Agreement (SLA)
11. Single Person of Contact (SPOC)
12. Total Cost of Ownership (TCO)

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 herein before, 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.

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 vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors 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 interested party is subject to confidentiality clauses.



Index

1. Introduction	9
1.1 Introduction	9
1.2 Project overview.....	9
1.3 Project Scope	9
1.4 Empanelment period.....	9
1.5 Contract period	10
1.6 Delivery	10
1.7 Pre-shipment Inspections.....	11
1.8 Payment Terms	11
1.9 Inspections and Tests	11
1.10 Transportation	11
2. Evaluation process	11
2.1 Eligibility Cum Technical Bid Evaluation [As part of Empanelment RFP].....	12
2.2 Commercial Bid Evaluation	12
3. Terms and conditions.....	12
3.1 General Terms.....	12
3.2 Rules for Responding to this RFP	14
3.3 Price Bids	17
3.4 Price Comparisons.....	18
3.5 Bid Security / Earnest Money Deposit	18
3.6 Security Deposit.....	19
3.7 Performance Guarantee.....	20
3.8 Preference to Make in India	22
3.9 Other RFP Requirements.....	23
3.10 Corrupt and Fraudulent Practices	25
3.11 Rate contract and Non-Disclosure Agreement	25
4. General Terms and Conditions	25
4.1 Dispute Resolution.....	25
4.2 Governing Laws	26
4.3 Notices and other Communication	26



4.4	Assignment	26
4.5	Sub-Contracting	26
4.6	Waiver	27
4.7	Confidentiality	27
4.8	Termination	28
4.9	Effect of termination	28
4.10	Publicity.....	29
4.11	Solicitation of Employees	29
4.12	Inspection of Records	29
4.13	Visitorial Rights	29
4.14	Compliance with Laws.....	29
4.15	Indemnity.....	30
4.16	Corrupt and Fraudulent Practices	31
4.17	Violation of Terms.....	31
4.18	Authorized Signatory.....	31
4.19	Right to Reject Bids.....	31
4.20	Limitation of Liability.....	32
4.21	Property Rights	32
4.22	Information Confidentiality	32
4.23	Set-Off.....	33
4.24	Covenants of the Service Provider	33
4.25	Vicarious Liability	34
5.	Disclaimer	34
6.	Instructions to Vendors - E Tendering	34
7.	Independent External Monitor.....	35
Annexure 01 – RFP Application		36
Annexure 02 – Compliance of Eligibility Criteria		37
Annexure 03 - Earnest Money Deposit Letter		39
Annexure 04 - Bid Security Form.....		41
Annexure 05 – Undertaking from the Vendor		43
Annexure 06 – Pre-Bid Queries Form.....		44
Annexure 07 – Conformity Letter		45
Annexure 08 - Letter of Undertaking from OEM.....		46



बैंक ऑफ़ बड़ौदा Bank of Baroda



Annexure 09 – Undertaking of Information Security	47
Annexure 10 – Project Scope.....	48
Annexure 11 – Technical Specification	50
Annexure 12 – Template for Eligibility cum Technical Evaluation	51
Annexure 12 (A) –Supporting document for Eligibility Evaluation.....	51
Annexure 12 (B) –Supporting document for Technical Evaluation.....	53
Annexure 13 – Compliance of RFP Terms and Conditions	54
Annexure 14 – Reference Site Details.....	55
Annexure 15 – Compliance Certificate	56
Annexure 16 – Certificate from Bank.....	57
Annexure 17 – Manufacturer’s Authorization Letter	58
Annexure 18 – Certificate of Local Content	59
Annexure 19 – Non-Blacklisted Undertaking	60
Annexure 20 – Security Deposit Bank Guarantee Format	61
Annexure 21 – Performance Bank Guarantee Format	64
Annexure 22 – Declaration/undertaking (Sharing a land border with India	67
Annexure 23 – Integrity Pact	69
Annexure 24 – Rate Contract and Non-Disclosure Agreement	74



1. Introduction

1.1 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 15+ 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', to participate in the competitive bidding for Empanelment of vendors for Supply, Personalization and Delivery of RFID Tags for NETC.

1.2 Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to empanel vendors for Supply, Personalization and Delivery of RFID Tags for NETC.

The Bank, for this purpose, invites proposal from Vendors 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 requirement as mentioned in Project Scope. Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP.

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

1.3 Project Scope

Bank desires to empanel vendors for Supply, Personalization and Delivery of RFID FASTags for NETC.

Once the vendors are empaneled, the commercial bids will be called every year or as and when Bank desires from the empaneled vendors and a Rate Contract model shall be adopted every year (during the empaneled period) for a period of 1 year based on the yearly estimates or business requirement.

Bank will award the contract to the successful bidders/s and the bidder/s should deliver the service as per the Detailed Functional Scope mentioned in Annexure 10 and the Technical Specification of the FASTag as mentioned in Annexure 11 which may be changed as per NPCI direction.

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.

1.4 Empanelment period

The eligibility and technically qualified bidders will be empaneled for a period of three years from the date of empanelment letter issued by the Bank.



Irrespective of the initial / extended period of empanelment, the successful bidders should ensure the Supply NETC FASTag until completion of the work in hand related to the assigned orders.

The review of empaneled bidders may be conducted at an interval decided by the Bank, and the Bank may revisit any of the condition of this empanelment during review. The review process may be limited to the existing empaneled Vendors and/or if considered necessary, Bank may adopt open RFP / Tender process to empanel new Vendor(s). The Bank at its discretion can remove any of the Vendors from the empanelment based on the review and user feedback. Bank has the discretion to discontinue the empanelment at any point of time during the empanelment period of three years.

1.5 Contract period

Once the vendors are empaneled, the commercial bids will be called from the empaneled vendor on a periodical basis (every year or as and when need arises) based on the yearly estimates or business requirement and a Rate Contract model shall be adopted every year (during the empaneled period) which shall be valid for a period of one year from the date of rate contract order placed by the Bank with the successful vendor/s. The date for submission and opening of commercial bids as part of the Rate Contract requirement would be communicated separately to the empaneled vendors by the Bank.

The contract with the successful rate contract vendor/s will be deemed completed only when all the items and contracted services by the Bank are provided in good condition, tested, maintained and accepted.

Bank at its discretion can order additional 25% of the rate contract quantity at the same price and the same terms and conditions. There will be no escalation of price during the rate contract period.

The quantity as part of the Rate Contract will be indicative for the purpose of TCO calculation only, however actual number of fastag requirement will vary as per the Bank's need or change in guidelines by regulators. During the Rate Contract period Bank will place the orders to the successful Rate Contract vendor/s and the delivery will be at the Merchant / Bank location across the country as detailed in the order.

The vendor shall make necessary arrangements for processing the purchase orders, including Road Permit, etc. or any other document for delivery of the material to Bank premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.

The payment will be released as per the defined Payment Terms on actual basis of tag supplied against purchase orders placed by the Bank.

1.6 Delivery

The FASTag should be delivered within 2 weeks from the date of placing order. Vendor will have to pay late delivery charges to Bank of Baroda @ 1% of the purchase order value inclusive of all taxes, duties, levies etc. of the delayed portion, per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the purchase order value inclusive of all taxes, duties, levies etc. of the delayed portion. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the respective order of the delayed portion and deduct the penalty charges from the overall cost payable to the vendor. After 3 such instances bank may repaneled or Black list the vendor. If the bidder defaults for 3 orders or more in any of the Rate Contract phase, Bank will have the discretion to approach the other vendor (other than the defaulted vendor) of that Rate Contract phase for additional quantity. Vendor will be responsible for ensuring proper packing, delivery and receipt of the hardware and software related to hardware at the site(s). Sealed packs will be opened in the presence of Bank of Baroda officials. Partial delivery of order is not acceptable and payment would be released as per terms only after full delivery. The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by Bank of Baroda (BOB). The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing



cases shall take into consideration, where appropriate, the remoteness of the Product's final destination and the absence of heavy handling facilities at all transit points.

1.7 Pre-shipment Inspections

Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection at the factory test environment / warehouse of the vendor. For this purpose, Bank of Baroda's personnel may have to visit the factory site / warehouse and the expenditure for the same will be borne by the Bank.

The vendor shall be fully responsible for the overall quality of the FASTag against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use.

1.8 Payment Terms

Digital Banking Channels and Operations, Vadodara will place the orders and the delivery should be at Bank location across the country as per the orders placed. The successful vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc. 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 method and conditions of payments to be made to the successful bidder shall be:

a) Recurring Charges –

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by Digital Channels & Operations Department as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed 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 30 days from the date dispute stands resolved.

1.9 Inspections and Tests

The Bank or its representative shall have the right to inspect and/or to test the Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.

Any inspected or tested Goods fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Bank.

1.10 Transportation

All the costs should include cost, and freight. However, the Vendor has the option to use transportation from any eligible source. The Vendor/s should also assure that the goods would be replaced with no cost to Bank in case any damaged item is supplied.

2. Evaluation process

The competitive bids shall be submitted in two stages:

- Stage 1 (For empanelment) – Eligibility Cum Technical Bid (As part of Empanelment)



- Stage 2 (Only for empaneled vendors) — Commercial Bid (As part of Rate Contract requirement)

2.1 Eligibility Cum Technical Bid Evaluation [As part of Empanelment RFP]

Eligibility criterion for the vendors is mentioned in Annexure 02 — Eligibility Criteria Compliance to this document. The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria. The Technical Proposal will be evaluated for technical suitability and compatibility.

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 more than the prescribed cut-off score (70%) will only be short listed for empanelment. 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.

2.2 Commercial Bid Evaluation

The commercial quotes are not required to be submitted at the time of tender submission by the vendors.

Once the vendors are empaneled, the commercial bids will be invited from the empaneled vendors on yearly basis or as per requirements. Contract will be awarded based on Rate Contract Model for a period of 12 Months. Quote should be submitted as and when Bank seeks commercials.

L1 vendor will be decided on the basis of Lowest TCO.

Defaults committed by Bidders

In case of non-acceptance of purchase order by L1 Vendor the offer will be sought from other empaneled vendors for further placing of order. In case the L1 bidder defaults for two orders or more in any of the Rate Contract phase, Bank will have the discretion to approach the other vendors and the L1 bidder will be disqualified from further participation in the rate contract during the empaneled period. The Security Deposit submitted by the vendor will be forfeited. Bank may also blacklist such vendors.

Those Bidders who are empaneled and do not submit the commercial quote for the Rate Contract phase, Bank has the discretion to disqualify them from empanelment process and thereafter the said bidders may not be eligible to participate in any of banks requirement during the empanelment period. The Security Deposit submitted by the vendor will be forfeited.

3. Terms and conditions

3.1 General Terms

- 3.1.1 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. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.



- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 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 vendor, not limited to those selection criteria set out in this RFP document.
- 3.1.7 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient 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.
- 3.1.8 Standards: All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.
- 3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document.
- 3.1.10 Only one submission of response to RFP by each Respondent will be permitted.
- 3.1.11 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- 3.1.12 The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 3.1.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the vendor responses would not be incorporated automatically in the tender document.
- 3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.
- 3.1.15 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.
- 3.1.16 The Vendor shall ensure that no other equipment / structure / setup of Bank or Bank’s on-boarded Merchant get damaged due to their activities. Any damages caused to Bank or Bank’s on-boarded Merchant property due to Vendor’s negligence shall be passed on the



Vendor's account.

3.2 Rules for Responding to this RFP

3.2.1 The timeframe provided in point “[A] Important Dates” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the above mentioned timelines.

3.2.2 All responses received after the due date/time as mentioned in “[A] Important Dates — 5. Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected. E procurement portal will not allow the lodgment of RFP response after the deadline. 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.

3.2.3 The Bank has established RFP coordinators to provide a venue for managing vendor 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”

Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

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. 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.

Respondents should invariably provide details of their email address (es) 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.

3.2.4 Vendor should submit their Eligibility and Technical bids Online i.e. through <https://bobtenders.eproc.in>. The vendor must register for submission of their bid as specified in this document. Vendor should submit the “bid security declaration” along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of final online bid submission.

The RFP response without the accompanying amount towards Bid Security are liable to be rejected.

If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through any mode other than the online portal i.e. <https://bobtenders.eproc.in>, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient 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 Recipients 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.

- 3.2.5 All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
- 3.2.6 All responses would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 3.2.7 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank.
- 3.2.8 The vendor 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 vendor subsequent to the closing date and time for submission of the offers.
- 3.2.9 The vendors required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP at the time of Rate Contract requirement initiated by the Bank to all the empaneled vendors. In case the vendor 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 by the Bank (at the time of seeking commercials) 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.
- 3.2.10 Based on the Bank's requirements as listed in this document, the vendor should identify the best suited product / solution that would meet the Bank's requirements and quote for the same. In case the vendor quotes more than one product /solution and they have not specified which particular product / solution quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.
- 3.2.11 Vendor must furnish requirements as per the formats provided in the RFP document.
- 3.2.12 In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor's and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.
- 3.2.13 In the event the Bank has not asked for any quotes for alternative prices, and the vendor furnishes the alternative price in the vendor'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.
- 3.2.14 In the event optional prices are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor 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 Vendor. The same item has to be supplied by the successful Vendor free of cost.

- 3.2.15 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution. The Bank's interpretation will be final.
- 3.2.16 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- 3.2.17 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor 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 vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 3.2.18 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditioned as proposed in the tender document.
- 3.2.19 This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any vendor, nor limits Bank's rights to negotiate with any vendors, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any vendor, supplier or contractor at its own discretion.
- 3.2.20 Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the vendor's ability and qualification to perform the contract.
- 3.2.21 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.
- 3.2.22 For any ambiguity, omissions or unclear content in the RFP the vendors should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.
- 3.2.23 For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; vendors should ensure and provide quality and industrial standard products to Bank. In case of any difference in the standards between this RFP and the vendors' proposal, the higher standards shall prevail and be applicable.
- 3.2.24 Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the vendors.
- 3.2.25 Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the vendor made after receipt of the proposal will be at the sole discretion of Bank.
- 3.2.26 Grievance Redressal: Any vendor 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 at CGM.DIGITALOPS@bankofbaroda.com. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

The Chief General Manager,
Digital Channels, Operations & Lending Business



3.3 Price Bids

- 3.3.1 Price Bids will be invited by Bank from empaneled vendors only during the period of empanelment based on Bank's requirements. The date for opening of price bids would be communicated separately to the empaneled Vendors based on the requirement.
- 3.3.2 The vendor 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 vendors once the Bank desires to order for the requirement.
- 3.3.3 The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 3.3.4 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 vendor. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately aspart 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 vendor's proposal shall be passed on or adjusted to the Bank. If the Vendor 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.
- 3.3.5 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 vendor, for any reason including the delay or failure or inabilityof the vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.
- 3.3.6 Terms of payment as indicated in the Purchase Order / Contract that will be issued by the Bank on the selected Vendor will be final and binding on the vendorand 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 Order / Contract, the vendor 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 vendor".
- 3.3.7 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 samein case the bidder has not quoted for the same.
- 3.3.8 The Bank is not responsible for any assumptions or judgments made by the vendor for arriving at any type of costing. The Bank at all times will benchmark the performance of the vendor to the RFP and other documents circulated to the vendor and the expected service levels as mentioned in these documents. In theevent of any deviations from the requirements



of these documents, the vendor 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 vendor and the Bank's interpretation will be final.

- 3.3.9 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.
- 3.3.10 The Bank is not responsible for the arithmetical accuracy of the bid. The vendors 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 Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.
- 3.3.11 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 Vendor is expected to provide the same at no additional cost to the Bank. The Vendor 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 Vendor at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

3.4 Price Comparisons

- 3.4.1 The successful vendor will be determined on the basis of evaluation methodology mentioned in Evaluation Process in this RFP document.
- 3.4.2 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 vendor should necessarily include the following:

- a. Transportation, forwarding and freight charges of all inventories to the site.
- b. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted at the time Bank seeking commercials for individual requirement). There will be no price escalation during the contract period and any extension thereof.
- c. The Vendors expected to provide details of services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.
- d. The Vendor must provide and quote for the required product as desired by the Bank as mentioned in this RFP. Any product not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

3.5 Bid Security / Earnest Money Deposit

- 3.5.1 Vendors are required to give an earnest money deposit of an amount as mentioned in [A] Important Dates at the time of submission of the bid. The proof of same is to be submitted while opening of eligibility bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit) shall be paid through online transfer or a Bank Guarantee (Annexure 04 — Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security should be valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.



Account Number - 02000400000062

Account Name – Bank of Baroda

Branch – Alkapuri, Vadodara

IFSC- BARB0ALKAPU (Fifth character is zero)

- 3.5.2 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 to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Security Deposit.
- 3.5.3 Successful and Unsuccessful Vendors as part of empanelment process
- **Unsuccessful Vendor who has not been empaneled** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful vendor.
 - **Successful Empaneled Vendor** — Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the security deposit.
- 3.5.4 The amount of Earnest money deposit would be forfeited in the following scenarios:
- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
 - b. In case of the successful bidder, if the bidder fails
 - Refuses to accept and sign the empanelment contract as specified in this document within 1 month of issue of empanelment letter by the Bank for any reason whatsoever; or
 - To provide the security deposit within 30 days from the empanelment letter date, for any reason whatsoever.
 - To comply with any other condition precedent to signing the empanelment contract specified in the solicitation documents.
- 3.5.5 Exemption from submission of Bid Security / EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are startups have 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 the last date of submission of the tender documents. MSE / startups firms which are in the process of obtaining NSIC certificate / DIPP will not be considered for EMD and Tender cost exemption.
- 3.5.6 Bidder has to submit a “Bid Security Declaration” on their organization’s letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are issued an empanelment letter and they fail to accept the same, or fails to submit the security deposit before the deadline defined in the request for proposal (RFP) document, the amount of Earnest money deposit would be forfeited.

3.6 Security Deposit

- 3.6.1 The empaneled vendor has to deposit with the Bank an amount as mentioned in [A] Important Dates towards security deposit as provided in Annexure 20 for the entire period of empanelment plus 3 months, within 30 days from the date of letter of empanelment.
- 3.6.2 Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the



Security Deposit Money.

- 3.6.3 The Bid security Money of the successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the vendor fails to furnish Security Deposit Money within 30 days from the date of Empanelment Letter for any reason whatsoever and / or the vendor refuses to accept the empanelment letter and sign the empanelment contract within 1 month of issue of empanelment letter for any reason whatsoever.

3.7 Performance Guarantee

- 3.7.1 The successful rate contract / purchase order placed vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the Rate contract/Purchase order or signing of the Contract whichever is earlier in the format as provided in Annexure 21 to the extent of 3% of the total rate contract / order value for the entire period of the contract plus 3 months and such other extended period as the Bank may. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda. The successful rate contract vendor will have a provision at the end of the rate contract period to provide an amendment to the submitted PBG in case the order placed is less than the total rate contract value.
- 3.7.2 In the event of non-performance of obligation or failure to meet terms of the Rate Contract / Purchase Order placed, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.
- 3.7.3 The Bank reserves the right to recover any dues payable by the selected rate contract vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under the contract.
- 3.7.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the security deposit taken from the vendor, will be forfeited.
- 3.7.5 The Vendor getting the order shall deliver the FASTags at locations designated by the Bank.
- 3.7.6 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor 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.
- 3.7.7 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.
- 3.7.8 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendors not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 3.7.9 The vendor 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 Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this



tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then that vendor will be responsible for any 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.

- 3.7.10 The vendor 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 vendor 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 vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 3.7.11 The Vendor shall represent that the hardware / software provided and / or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.
- 3.7.12 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 3.7.13 The Bank and the vendor covenants and represents to the other Party the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
 - It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 3.7.14 The execution, delivery and performance under an Agreement by such Party:



- 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;
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- It would be the responsibility of the vendor to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.
- The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors
- The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

3.8 Preference to Make in India

The 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 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. Ministry of Electronics & Information Technology (MeIT) vide their notification no. F.No.W-43/4/2019 -IPHW — MeitY /GOI/MeIT (IPHW Division) dated 7.09.2020 has notified list of products under the public procurement preference (Preference to Make -in- India) order 2017. Bidders are required to comply with this guidelines for preference to MII Products.

Bidders are required to comply with this guideline for Preference to MII Product and need to submit the Self- Declaration as format mentioned under Annexure II under the same notification (File No. 1(10)/2017- CLES dated 6.12.2019) regarding 'local supplier'. The said declaration needs to be submitted as part of eligibility criteria evaluation during the Empanelment phase of evaluation and also every time when the Bank initiates the Rate Contract requirement against successful empanelled bidders.

As part of every Rate Contract requirement Bank will first evaluate the Bidders complying with preference to 'Make in India' initiative of Govt. of India. In case two or more than two bidders complying with preference to 'Make in India' initiative are found to be eligible then commercial bids of only those



bidders will be opened. In case sufficient bidders complying with preference to 'Make in India' initiative are not found to be eligible, then commercial bids of all participating bidders as part of the Rate Contract requirement will be opened.

3.9 Other RFP Requirements

- 3.9.5 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
- 3.9.6 The Bank may 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 of Baroda e- Tendering Portal and also Bank's website.
- 3.9.7 The Bank reserves the right to extend the dates for submission of responses to this document.
- 3.9.8 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 vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 3.9.9 Clarification of Offers — To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed requirement.
- 3.9.10 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 purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 3.9.11 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.
- 3.9.12 Price Discussion — It is absolutely essential for the Vendors 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 vendor in discussion on the prices quoted.
- 3.9.13 Right to Alter Quantities — The Bank reserves the right to alter the requirements specified while seeking commercials. The Bank also reserves the right to delete one or more items from the list of items specified while seeking commercials. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the



prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities.

- 3.9.14 Incidental Services - The Vendor 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.
- 3.9.15 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject bid.
- 3.9.16 There will be an acceptance test by the Bank after supply of tags. In case of discrepancy, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back tags at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants.
- 3.9.17 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor 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 Vendor, except where the Bank is required by any authority / regulator to make a comment / statement / representation.
- 3.9.18 The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from Bank. Neither this Tender nor the Vendor'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 Vendor 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.
- 3.9.19 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees 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 Vendor 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 Vendor will make all required payments and deposits of taxes in a timely manner.
- 3.9.20 Vendor should ensure that the tags delivered to the Bank including all components and attachments are brand new.
- 3.9.21 The Vendor should furnish an undertaking letter from original equipment manufacturer as per Annexure 08 authorizing the Vendor to quote for OEM's product in response to the RFP from the Bank.



- 3.9.22 Undertaking on Information Security (Annexure 09) - The Vendor should furnish a letter both from the original equipment manufacturer and also from the Vendor's end providing an undertaking on Information Security of Authenticity for FASTag supplied. This undertaking from both OEM and the vendor is on Information security as per regulatory requirement.

3.10 Corrupt and Fraudulent Practices

- 3.10.5 As per Central Vigilance Commission (CVC) directives, it is required that Vendors/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- "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
 - "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 vendors (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.
- 3.10.6 The Bank reserves the right to reject a proposal for award if it determines that the vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.10.7 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.
- 3.10.8 Vendors responding to this RFP need to sign the Integrity Pact (IP) as detailed in Annexure 23 which will be also signed by Bank's representative.

3.11 Rate contract and Non-Disclosure Agreement

The successful vendor shall execute the Rate contract and Non-Disclosure Agreement (NDA) as per Annexure 24 which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank.

The successful vendor shall execute the Rate contract and NDA separately as part of empanelment, rate contract and purchase order within 30 days from the date of Purchase Order placed by the Bank.

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 vendor.

4 General Terms and Conditions

4.1 Dispute Resolution

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager/director and Bidder 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 Bidder and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve



contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

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. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

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.

4.2 Governing Laws

This RFP and the subsequent contract 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 Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

4.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

4.4 Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and/or obligations under this Tender and subsequent Agreement to any entity including Bidder'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 RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

4.5 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/considered. Such proposals will be disqualified.



4.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.7 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.

4.8 Termination

- 1.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 1.2. 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.
- 1.3. 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.

4.9 Effect of termination

If bank terminate or cancel 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 Tender and subsequent 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 Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- a) All the undisputed fees outstanding till the date of termination;
- b) Upon the termination or expiry of this Tender and subsequent Agreement:
- c) The rights granted to Bidder shall immediately terminate.
- d) 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 Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.



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

4.10 Publicity

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. Any default may lead to termination of contract and blacklisting of the vendor.

4.11 Solicitation of Employees

The selected Bidder, 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.

4.12 Inspection of Records

All bidder records with respect to any matters covered by this RFP 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 bidder 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.

4.13 Visitorial Rights

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 Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

4.14 Compliance with Laws

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, and 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages. Further any audit observations and regulatory mandates must be closed/complied at no extra cost to Bank.



4.15 Indemnity

The Bidder 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:

- a) Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- b) An act or omission of the Bidder and/or its employees, agents in performance of the obligations under this RFP; and/or
- c) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- d) Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents.
- e) Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- f) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- g) Breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- h) Negligence or gross misconduct attributable to the Bidder or its employees.
- i) Any incidence of violation of the Digital Personal Data Protection Act, 2023.

The Bidder 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 RFP 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, provided the Bank:

- a) Notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- b) Cooperates with the Bidder in the defense and settlement of the claims.

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder 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 Bidder, 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 Bidder, 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 Tender and subsequent 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 Bidder to provide effective remedy under options (1) to (2) within



a reasonable period which would not affect the normal functioning of the Bank.

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

- a) Software, hardware, interfacing, or supplies for the solution not provided by Bidder; or
- b) any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder 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 RFP and subsequent agreement by the Bidder. In the event of successful bidder 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 bidder under this project.

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

4.16 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “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.

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.

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.

4.17 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.18 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by 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.

4.19 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:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through any mode other than online portal i.e. <https://bobtenders.eproc.in> (e.g. Telex / telegram / fax / Mail etc.)
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents. It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

4.20 Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP 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.

Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, 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 Bidder as part of procurement under the RFP.

Under no circumstances BOB shall be liable to the selected Bidder 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 both the 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.

4.21 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.

4.22 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.

4.23 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.

4.24 Covenants of the Service Provider

- i. 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.
- ii. 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 Minimum 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 labor legislations.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.



4.25 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.

5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

6 Instructions to Vendors - E Tendering

Definitions:

- **C1 India Pvt. Ltd.:** Service provider to provide the e-Tendering Software.
- **Bank of Baroda e-Procurement Portal:** An e-tendering portal of Bank of Baroda introduced for the process of e-tendering which can be accessed on <https://bobtenders.eproc.in>

ACCESSING / PURCHASING OF BID DOCUMENTS:

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of Bank of Baroda. Bidders can see the list of licensed CA's from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>) to have a user ID & Password.
- The amendments / clarifications to the tender, if any, will be posted on the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>). The addendums, if any, additionally shall be published on Bank's website also.
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid



shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

- Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at Prasar Bharati e-Tendering Portal (<https://bobtenders.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: 0124-4302033/36/37, bobsupport@c1india.com.

It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Bank of Baroda nor C1 India Pvt. Ltd will be responsible for such eventualities.

7 - Independent External Monitor

- 1) The BOB has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) appointed competent and credible Independent External Monitors for this Pact after approval by Central Vigilance Commission. The task of the Monitors 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 as confidential.
- 3) The 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-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(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.

**Annexure-01 - RFP Application
(Letter to the bank on the bidder's letterhead)**

Date:

The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007

Dear Sir,

RE.: Request for Proposal - Empanelment of vendors for supply of RFID FASTag for NETC.

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply, installation and maintenance of the equipment as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter			Response
Year of commencement for RFID tag (NETC project compliant) supply business			Original Certificate from User/s Bank/s to be enclosed
Company Turnover	Year	Turnover	Audited Balance Sheet for F.Y. 2020-21, 2021-22 and 2022-23 to be submitted.
	2020-21		
	2021-22		
	2022-23		
Name of the Directors/Partners/Key Persons of the company			
No. of RFID tags to Commercial Bank in India as on 31.03.2024 by bidder			Original Certificate from User/s Bank/s to be enclosed.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the last date for submission of tender document to the Bank.

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

We enclose Demand Draft/Bank Guarantee for Rs 3,00,000/- (Rupees One Three Lakh only) favoring Bank of Baroda and payable at Baroda, towards bid security, details of the same is as under:

- No. :
- Date :
- Name of Issuing Bank:

Yours faithfully,

(Name & Designation, seal of the firm)

Annexure- 02 - Compliance of Eligibility Criteria

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

Eligibility Criteria	Compliance (Yes/No)	Documents Required	Details of proof submitted
The bidder must be either the Original Manufacturer of RFID tag or its authorized representative in India. In case of an authorized representative an authorization letter from manufacturer as per Annexure “17” (Manufacturer’s Authorization Letter) to this effect should be furnished.		Letter from Original Manufacturer (As per Annexure “17”)	
The bidder should be a company registered in India		Certificate of incorporation	
The bidder should have supplied NPCI compliant RFID tags to at least one Commercial Bank/Financial organization in India as on 31.03.2024.		Certificate from organization/Bank where RFID tag is supplied as per annexure - 16	
The bidder should have a minimum annual turnover of Rs 5 Crore during last three financial years i.e., 2020-21, 2021- 22 and 2022-23.		Audited Financial Statements (Balance Sheet & Profit & Loss statement) for the FY 2020-2021, 2021-22 and 2022-23 along with complete auditor’s certificate / qualifications.	
The bidder should not have been blacklisted by any Bank/IBA/RBI/any regulatory authority during the last five year.		Undertaking	
The Bidder should be NPCI and ARAI certified for Fastag		Certification document for NPCI and ARAI both.	
The bidder company should be in profit for last three financial year		Audited Financial Statements (Balance Sheet & Profit & Loss statement) for the FY 2020-2021, 2021-22 and 2022-23 along with complete auditor’s certificate / qualifications.	
The net worth of bidder company should be in positive during last three financial years i.e., 2020-21, 2021-22 and 2022-23.			
Bidder should be ready to supply tags PAN India to locations specified by Bank		Undertaking.	



Bidder should be ready to comply with future NPCI/ARAI / NHAI requirements without any additional cost to Bank for entire contract period of 3 years.		Undertaking	
Arrangement for providing 10 sample tags		Sample Tags	

Note: All certificates, reference letter, undertaking should be duly complete with signature, name and stamp of the issuing authority and their organization.

SIGNATURE

(Name & Designation, seal of the firm)

Kindly note that in the following circumstances bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

- 1 Bids submitted by more than one authorized representative of the same Original Manufacturer of tags.
- 2 Either the Original Manufacturer of tags or one of their authorized representatives in India can bid in the RFP but both/all of them cannot bid for the same make of RFID tags.
- 3 Any other bid, in the sole discretion of the bank, is in the nature of multiple bids.

Note: Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Annexure 03 - Earnest Money Deposit Letter

Date:

The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007

Sir,

RE.: Request for Proposal - Empanelment of vendors for supply of RFID FASTag for NETC

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____/- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ Bank Guarantee

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda

Beneficiary Account No. 02000400000062

Beneficiary Bank Branch Name – Alkapuri, Vadodara

Beneficiary Bank IFSC Code - BARB0ALKAPU (Fifth character is zero)

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed. The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We having our registered office at (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:



बैंक ऑफ़ बड़ौदा *Bank of Baroda*



Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 04 - Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007

RE.: Request for Proposal - Empanelment of vendors for supply of RFID FASTag for NETC.

WHEREAS (hereinafter called "the Vendor") has submitted its bid dated (date of submission of bid) for in response to Request for Proposal (RFP) No. (herein after called "the Bid") issued by Bank of Baroda

KNOW ALL PEOPLE by these presents that WE (name of bank) of (name of country) having our registered office at (address of bank) (hereinafter called "the Bank") are bound unto Bank of Baroda (hereinafter called "the Purchaser") in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this day of, 20

THE CONDITIONS of this obligation are:

- 1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
a) fails or refuses to execute the mutually agreed Contract Form if required; or
b) fails or refuses to furnish the Security Deposit, in accordance with the Terms and Conditions of the Contract;

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

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original Guarantee is returned to the Bank or not; and
b) The total liability of Bank under this guarantee shall be limited to Rs. /- (Rupees only).

Place :

Seal

Code no.

Signature.



बैंक ऑफ़ बड़ौदा *Bank of Baroda*



Note:

1. Vendor should ensure that the seal & code no. of the signatory is put by the bankers, before submission of BG.
2. Stamp Paper is required for the BG issued by the banks.



Annexure 05 – Undertaking from the Vendor

Date:

The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007

Sir,

RE.: Request for Proposal - Empanelment of vendors for supply of RFID FASTag for NETC.

- 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. This Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
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".
b) 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)
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. 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 thisby20

Yours faithfully,

Authorized Signatory Name:
Designation:
Vendor'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:

Contact Person from Respondent in case of need.

Name:

Tel No:

e-Mail ID:

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:



बैंक ऑफ़ बड़ौदा Bank of Baroda



Annexure 07 – Conformity Letter

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

To

The Chief General Manager,
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007

Sir,

RE.: Request for Proposal - Empanelment of vendors for supply of RFID FASTag for NETC.

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:

Vendor's Corporate Name

Address

Email and Phone #

Date:



Annexure 08 - Letter of Undertaking from OEM

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

Date:

The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007

Sir,

RE.: Request for Proposal - Empanelment of vendors for supply of RFID FASTag for NETC.

We (Name of the OEM) who are established and reputable manufacturers ofhaving factories at, and do hereby authorize M/s (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of which are manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose. We..... (Name of the OEM) hereby convey our unconditional acceptance of terms & conditions related to the RFP.

We assure you that in the event of M/s not being able to fulfill its obligation in respect terms defined in the RFP then..... (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #



बैंक ऑफ़ बड़ौदा Bank of Baroda



Annexure 09 – Undertaking of Information Security

(This letter should be on the letter head of the vendor as well as the OEM / Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

Date:

The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007
Sir,

RE.: Request for Proposal - Empanelment of vendors for supply of RFID FASTag for NETC

We hereby undertake that the proposed FASTag to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Dated this.....by 20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 10 – Project Scope

10.1 Scope of work

- a) The Bank is looking for a vendor who can supply RFID tags of required quality (as per the technical specification given in Annexure 11) which will be subject to change as per regulators from time to time. The requirement by Bank is for approximately 6,00,000 (Six Lakh) tag in three year period which may increase/decrease based on the business requirement. Bank does not commit for any quantity to be ordered.
- b) Vendor to strictly maintain the quality and specification as approved.
- c) The selected vendor is required to perform below mentioned activities:
 - (i) Manufacturing of tags.
 - (ii) Personalization of tags as per Bank's branding guidelines.
 - (iii) Vendor should have facility for integration with Bank's NETC Issuance system for automate and secure data sharing for tag inventory procurements.
 - (iv) Delivery of tags to the specified locations as provided by the Bank.
 - (v) Any new advisory / guidelines issued by the regulatory authorities and any audit observations need to be implemented without any additional cost to the Bank immediately by the vendor.

10.2. Term of Execution of Work.

- a) The selected vendor is required to provide the inventory of tags to the Banks at the respective sites within two week from the of purchase order issued by the Bank, failing which Bank reserves the right to levy liquidated damages.
- b) Vendor is required to obtain the certification with Bank's Issuance application.
- c) Non-Disclosure Agreement (NDA) and Product Service Level Agreements (SLAs) will have to be entered into with the Bank within one month from the date of acceptance of Letter of empanelment for timely delivery of RFID tags with zero defects. NDA and PSLA has to be entered after issuing of LOI.
- d) The vendor should obtain transit insurance cover for the RFID tags from their factory/godown/warehouse to the site of actual delivery to the Bank.
- e) In case of States having Road Permit /entry tax, the vendor will have to liaison with local tax authorities and bank's branch officials at each of the locations to obtain necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the vendor.
- f) It is the responsibility of the vendor to ensure timely delivery as per the approved cost at the locations specified by the Bank, no change in the cost will be accepted by the Bank.

10.3 Location to be covered

- a) Vendors should note that RFID tags will be required to supply PAN India on various branches/point of sale offices as per requirements of business and the Vendor shall supply the tags as per the terms of this RFP.
- b) The list of branches/ point of sale offices PAN India for supply of tags will be given to empanelled vendor as per Bank's requirement. The Bank reserves the right to change locations by giving prior notice.

10.4 Training

Vendor is required to provide user/administrative training at selected locations PAN India in respect of taginventory management and complaint portal, without any extra cost to Bank.

10.5. Payment Terms, Support Services & Miscellaneous Terms/Requirements

The terms of payment shall be as follows:

- a) No advance payment would be done against purchase order.
- b) The price quoted by the bidder shall be inclusive of all duties and taxes but excluding GST which would be reimbursed to the vendor on production of actual receipt.
- c) If any penalty is imposed for non-payment of octroi/local taxes etc. shall be borne by the vendor.
- d) If the work is not found to be of good quality or the tags supplied by the vendor is damaged, not as per specification, then the bank will have the right to make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.
- e) Bank will not give any assurance for payment of any non-conforming product supplied by vendor. The total lot or part of the defective lot will be rejected without paying any compensation. The printer/vendor cannot claim for the nonconformance/rejected/non specification/duplicate unique number tags supply to the Bank. No indemnity/assurance on payment will be given and vendor may stand to forfeit Performance Bank Guarantee according to gravity of the situation.
- f) The Bank will not be responsible for any dispute arising between courier / Transport and or any other agency which is being deployed by the printer.

10.6. Manuals and documentation

The vendor shall provide copies in hard and soft copy of complete technical documentation, design, specification etc. for the tags supplied. All the manuals shall be in English and the documentations should be clearly indicative of machines supplied.

10.7. Pre-delivery factory inspection

Bank may carry out pre-delivery inspection of tags at the vendor's factory or point of dispatch, also periodic visit will be carried out time to time.

10.8 Right to Alter Quantities

Bank reserves the right to alter quantity and will be free to either reduce or increase the quantity, at its sole discretion on the same terms and conditions. The vendor must execute the same without any demur.

Annexure 11 – Technical Specification

Criteria	Compliance (Yes/No)	Documents Required
The bidder should be a company registered in India.		Certificate of Incorporation
The bidder should be NPCI certified for NETC FASTag manufacturing		NPCI Certificate
The Bidder or OEM should own state of the art printing/ manufacturing infrastructure facilities like machine & materials and skilled and administrative and operational manpower to handle the job.		Undertaking from bidder/OEM. Visit of plan by Bank official (if required)
The bidder or OEM should have capacity to supply minimum 1 lakh tags per month		Undertaking.
10 sample tags for evaluation		10 sample Tags
Bidder should submit a write up highlighting the quality of tags and other details related to type of antenna used, type of printing, UV protection for whole tag and any other additional information.		Write up document.
Letter from Bank's where Tags have been supplied confirming working of Tags		Letter from the concerned Bank from an Authorized signatory.

SIGNATURE

(Name & Designation, seal of the firm)



Annexure 12 – Template for "Eligibility cum Technical Evaluation" (For Bank)

Template for "Technical Evaluation"						
S No	Particulars	Maximum Marks	Minimum Requirement	10	15	20
A	Service Provider Profile (Evaluation team to verify certified documents)					
1	The bidder should have supplied RFID tag to at least one Bank/FI in India as on 31-03-2024.	20	One commercial Bank/FI	One Commercial Bank/FI	Two Commercial Bank/FI	More than 2 commercial Bank
2	The bidder should have supplied minimum 50,000 tags in last 2 years in India as on 31-03-2024.	20	50000	50000	1lac	5 lacs
3	The bidder should have a minimum annual turnover of Rs 5 crores during last three financial year i.e. 2020-21, 2021-22 and 2022-23	20	5 Crore	>= 5 Crore	>= 10 Crore	>= 15 Crore
B	Readiness to test successful transaction with NPCI and Bank Issuance system	Mandatory. The bidder is required to provide 10 sample tags.				
C	Technical Capability	Will be evaluated by the evaluation team				
1	The Bidder or OEM should own state of the art printing infrastructure facilities like machine & materials and skilled and administrative and operational manpower to handle the job.	10				
3	The bidder or OEM should have capacity to supply minimum 1 lakh tags per months	10				
4	Bidder should submit a write up highlighting the quality of tags and other details related to type of antenna used, type of printing, UV protection for whole tag and any other additional information	10				
5	Postage/courier arrangement for delivery of Tags PAN India	10				
	Total Score	100				

Point to be noted: No changes would be accepted on bank's side. Evaluation team may request for additional information/clarification from the bidders, carry out site visits and make reference calls to existing clients for a complete and fair assessment of bidder capability to supply the RFID tags.

Annexure 12 (A) – Eligibility Evaluation:

Supporting documents to be submitted:

1. Organization structure.
2. Name of the Directors/Partners/Key Persons of the company.
3. Business Profile and strategy for expansion in India of OEM and bidder.
4. Write up on following for bidder and OEM:
 - i. Management practice & procedure
 - ii. Other products & services practice area and core competency
 - iii. Expertise in handling customization/adaptation to regional languages.
5. If an authorized representative/ channel partner is responding to this RFP, an authorization letter from Original Manufacturer that the company is their authorized representative in India and a copy of agreement.
6. Certificate of incorporation.
7. Letter from the Bank/s on letter head where bidder has previously supplied RFID tags confirming bidder's statement. The letter should be signed by an official in the rank of AGM or above in the department dealing with the procurement/implementation of RFID tags.
8. Letter from Bank/s on their letterhead where bidder have Supplied RFID tags.
9. Audited Balance sheet for last 3 year.
10. Number of RFID tags supplied in the last two year (Year, Bank name, no. of tags supplied) to be supported with certificate from Banks.
11. NPCI and ARAI certification.


Annexure 12 (B) – Technical Evaluation:

Supporting documents to be submitted:

S. No.	Item	Bidders response	Documents enclosed / evidence
1	Covering letter		
2	Table of Contents		
3	Executive Summary		
4	Service Provider Profile		
(a)	Provide Organization overview (financial profile, organization structure etc.)		
(b)	Provide business profile and strategy		
(c)	Management practices and procedures		
(d)	Dedicated practice area and core competency		
5	Industry and business process expertise		
(a)	Banking industry specific skill sets		
(b)	Process skill sets (specific sub processes)		
(c)	Functional skill sets		
(d)	Security issues and solution proposed		
6	Technical Requirements		
(a)	Complete specification of RFID tags		
(b)	Letter from Bank's where Tags have been supplied confirming working of Tags		
(c)	Undertaking for future compliance with NPCI/NHAI requirements		

Annexure-13 - Compliance to RFP Terms and Condition

Sr.No	Terms & Condition	Compliance (Y/N)	Remarks
1.	Eligibility Criteria		
2.	Scope of work		
3.	Technical & Functional Criteria		
4	Terms of execution of work		
5	Locations to be covered		
6	Training		
7	Cost of RFP		
8	Bid Security / Earnest Money Deposit (EMD)		
9	Eligibility & Technical details required		
11	Erasures or alterations		
12	Offer validity period		
13	Right to alter quantity		
14	Payment terms, Support Services & Miscellaneous Terms/Requirements		
15	Penalty & Liquidated damages		
16	Termination		
17	Manuals & documentation		

SIGNATURE

(Name & Designation, seal of the firm)


Annexure-14 - Reference Site Details

	Reference 1	Reference 2
Name of the Bank		
Address of the Bank		
Contact Details (At least two contacts are to be provided for each reference)		
Contact 1 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Contact 2 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Total Number of RFID tag supplied to the Bank		
Ref. no and date of order (certified copy attached)		
Quantity ordered		
Quantity supplied till date		

SIGNATURE

(Name & Designation, seal of the firm)

Annexure- 15

Compliance Certificate

To

**The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007**

Dear Sir,

RE.: **Bank's RFP for Supply and Personalization of RFID tag for NETC**

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

SIGNATURE

(Name & Designation, seal of the firm)



बैंक ऑफ़ बड़ौदा **Bank of Baroda**



Annexure- 16 – Certificate from Bank

**The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda
1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri
Vadodara, Gujarat - 390 007**

Dear Sir,

Re: Supply and Personalization of RFID tags by the _____(Name of the Vendor/OEM)

This is to certify that _____(name of the bidder) has supplied _____RFID tags (Fastag) to our Bank and the purchase order was issued on _____. Total number of Tags supplied till 30.09.2023 is _____.

The performance of the above said RFID tags is satisfactory and there are no adverse observations as regards to the performance of the machine and the service rendered by the _____(Name of the bidder) is prompt and complete.

SIGNATURE

(Name & Designation, seal of the Bank)

Annexure-17 MANUFACTURER'S AUTHORIZATION LETTER

Date:

**The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007**

Dear Sir,

Re: Supply and Personalization of RFID tags for NETC project: Bank RFP No: ---
Dated_____.

We, M/S_____ (Name of Original Manufacturer), Original Manufacturers of RFID tags having our manufacturing factories/plants in_____ (Name of Countries from where the offered product will be sourced) do hereby authorize M/s_____ (Name and address of Authorized Representative) to submit a bid, and sign the contract with you for the supply and personalization of RFID tags manufactured by us against the above Request for Proposal (RFP).

We hereby extend our full guarantee and warranty for the solution, products and services offered by our authorized representative in India, named above, against this Bid Invitation. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the products manufactured by us and distributed by our authorized representative in India:

- (a) Such products as the Bank may opt to purchase from our authorized representative in India, provided, that this option shall not relieve our authorized representative in India of any obligations under the Contract; and
- (b) In the event of termination of production of such products:
 1. Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 2. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We hereby extend our full comprehensive guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP. We also undertake that in the event of our authorized representative in India failing to perform its obligations under the Contract for supply of the above product and associated services for any reason whatsoever, we shall perform all the pending obligations as if the contract were between the Bank and us.

Yours faithfully

(Name of the Authorized Official)

(Name of OEM)

(Seal of OEM)

Annexure –18 - CERTIFICATE OF LOCAL CONTENT

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.)

Date:

**The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda
1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri
Vadodara, Gujarat - 390 007**

Dear Sir,

Re: Supply and Personalization of RFID tags for NETC: Bank RFP No: --- Dated_____.

Bidder Name:_____

This is to certify that proposed _____ is having the local content of _____ % as defined in the above mentioned RFP and amendment thereto.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 29, 2019.

Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal

Counter-signed:
Bidder



Annexure 19 – Non-Blacklisted Undertaking

(Undertaking by the Bidder in their letter head)

Date

**To
The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda
1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri
Vadodara, Gujarat - 390 007**

Dear Sir,

Re: Supply and Personalization of RFID tags for NETC project: Bank RFP No: ---
Dated_____ .

- a) We M/s _____ confirm that we have not been blacklisted by any PSU Bank/RBI/IBA or any other Government agency/ICAI/regulatory authority during last five years.
- b) We further confirm that no legal action is pending against us for any cause in any legal jurisdiction.

SIGNATURE

(Name & Designation, seal of the firm)



Annexure 20 – Security Deposit

(Format of Bank guarantee in lieu of security deposit for empaneled vendors)

The Chief General Manager
Digital Channels & Operations
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007

WHEREAS M/s (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at.....(Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda (BOB) vide their Empanelment Letter no.....dated(hereinafter referred to as "EL")

for
AND WHEREAS, in terms of the conditions as stipulated in the Empanelment Letter (EL) and the Request for Proposal document No. Datedfor

..... (hereinafter referred to as "RFP"), the vendor is required to furnish a Bank Guarantee by a Public Sector Bank in India in your favour for Rs/- towards due performance of the contract in accordance with the specifications, terms and conditions of the Empanelment Letter (EL) and 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, 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 inter alia at India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's 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...../- (Rupees only) 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 Vendor of any of the terms and conditions contained in the EL /agreement and RFP and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the EL / agreement 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 Vendor of their obligations or default in terms of EL/ agreement and RFP as the case maybe.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor 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 Vendor 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.

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 EL/agreement 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 vendor and either to enforce or forbear to enforce any of the terms and conditions of EL/agreement 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 vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor 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 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.

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 vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship 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 vendor 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 BankGuarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier, 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 heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee/s.

10. 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 endure 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 / assigned 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 vendor 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 vendor 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 upto and including the date and

14. 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.

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

For and on behalf of

Branch Manager
Seal and Address



Annexure 21 - Performance Guarantee

BANK GUARANTEE
(FORMAT OF PERFORMANCE BANK GUARANTEE)

The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007

WHEREAS M/S (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at, (Please provide complete address) (hereinafter referred to as "Vendor") was 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 vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour 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 Vendor has approached us for providing the BANK GUARANTEE. AND

WHEREAS at the request of the Vendor, WE, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its Office at and a branch inter alia 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. /- (Rupees only) 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 Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor 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 Vendor 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 vendor 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 Vendor 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 vendor 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 vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor 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 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.
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 vendor here by 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 vendor 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 and cancelled 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 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.
 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 vendor 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 vendor 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 upto 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 favour 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 22 – Declaration / undertaking (Sharing a land border with India)

Declaration / Undertaking from bidder and OEM / Manufacturer regarding applicability of restrictions on procurement from a bidder and OEM / Manufacturer 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 and OEM / Manufacturer duly signed by an authorized signatory)

The Chief General Manager
Digital Channels, Operations & Lending Business
Bank of Baroda, 1st floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara, Gujarat - 390 007

Sir,

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

1. 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.]”

- 2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/order mentioned above and RFP and we are eligible to participate in the Tender process.
- 3. 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 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.
- 4. 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:

Vendor'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)
- 2.
- 3.



Annexure 23 - Integrity Pact

PRE CONTRACT INTEGRITY PACT

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 90+ administrative offices throughout India and 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of its 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 a necessary 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



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 Bank has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) appointed competent and credible Independent External Monitors for this Pact after approval by 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 as confidential.
- 3) The 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-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(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 Corporate Office of the BOB, i.e. Mumbai.
- 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 the BOB)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____



Date: _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



Annexure 24- Rate Contract and Non-Disclosure Agreement Format

This Agreement is made in this..... Day of 2024 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 "BOB" (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 Vender " (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(BOB and the Vender hereinafter are individually referred to as "Party" and collectively as "Parties")

WHEREAS

BOB is one of the largest Public Sector Banks in India and has international operations in 15 other countries. BOB has implemented a robust technology infrastructure in India with a state-of-the-art tier III Data Centre and a one-to-one Disaster Recovery site in India. A large number of applications have been implemented to support its business operations in India and abroad. Indian and Overseas territories use Finacle CBS for transaction processing.

BOB requires the services of a professional vender for the purpose of _____

In response to RFP number_____issued on _____ dated _____ by BOB, the Vender also submitted its offer and has represented that it is engaged in the business of Supply, personalization of TASAg. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to BOB. Relying on representations of the Vender and other applicable criteria, the Vender was declared as a successful bidder in the RFP evaluation process. Accordingly BOB has issued a letter of intent dated _____to the Vender.

It was a condition in the RFP that the Parties would enter into a Service Level/ rate contract 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. SLA means Service Level Agreement
- iii TCO means Total Cost of Ownership

2. TERM

This Agreement shall come into force on (Date) and shall be in force and effect for a period of ___months, unless BOB terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.



The rate mentioned in this agreement is final and cannot be changed without the prior consent of bank.

3: SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

3.1 The Vender agrees to supply equipment's/ hardware/software or perform the services on agreed rate as part of the scope of this engagement as per RFP. 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.

The Order of requirements shall be placed by the _____ office of Bank spread across the country under the jurisdiction of the Zones for which the vendor is engaged.

4. Standards:

The Vender shall follow all the standards which will adhere to NPIC and all Regulatory authorities' specifications or any other applicable standards as to BOB.

5. Transportation and Insurance:

All the costs should include cost, and freight. However, the Vendor has the option to use transportation from any eligible source. The Vendor/s should also assure that the goods would be replaced with no cost to Bank in case any damaged item is supplied.

The vendor should obtain transit insurance cover for the RFID tags from their factory/godown/ warehouse to the site of actual delivery to the Bank.

6. Delivery

The RFID Tags must be delivered by the vendor to the location provided by the Bank within 2 weeks from the date of receipt of order/request from the Bank.

7. Documentation:

The Vender shall supply all necessary documentation for the hardware/software/ equipments/ or services as the case may be.

8. Warranty

The Vendor/s should also assure that the goods would be replaced with no cost to Bank in case any damaged item is supplied.

9. Single Point of Contact & Direct Support

The details of single point of contact of the Vender for Hardware, Software supplied to BOB is as under: (Please incorporate following details - designation, address, email address, telephone /mobile No.. Escalation matrix for support should also be provided with full details.

10. PAYMENT TERMS:

10.1 The payments shall be released by BOB's _____ Office on presentation of Original copies of (1) Invoice (2) Delivery challan.

10.2 The Bank will release the payments only on receipt of all the relevant documents, within a period of ___ days from the date of receipt of undisputed relevant documents. Any dispute regarding the relevant documents will be communicated within ___ days from the date of receipt of the relevant documents. After the dispute is resolved, Bank will make payment within ___ days from the date the dispute stands resolved

11. Set-off

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

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

12. Covenants of the Vender:

12.1 The Vender 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 Vender shall not substitute the key staff identified for the services mentioned in this Agreement.

12.2 The Vender shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BOB:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.

12.3 All employees engaged by the Vender shall be in sole employment of the Vender and the Vender shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB 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 Vender.

12.4 The Vender :

- 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.
- 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.
- Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Vender for any amount due or claimed to be due by the Vender from BOB.
- Shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.



- 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 Minimum 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.
- Shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- 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 BOB and communicated to the Vender from time to time.
- Shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Vender as contemplated by this Agreement.
- shall be liable to BOB 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 Vender while providing the services to the BOB.
- 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 BOB.
- 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
- Vender 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.

13. Confidentiality:

13.1 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 the Vender or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Vender irrevocably agrees and undertakes and ensures that the Vender 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 the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Vender of its obligations hereunder. The Vender hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Vender and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.



13.2 The Vender 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 the Vender obligation under this Agreement.

13.3 The Vender shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information. Also so far as it is practicable the Vender 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 Vender or its affiliates.

Vender 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.

13.4 The Vender shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.

13.5 The Vender hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

13.6 It shall be the incumbent duty of the Vender to undertake not to disclose any business related information of BOB to any third person and the Vender shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Vender nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.

13.7 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 Vender at the time of disclosure ;
- iii) Was disclosed or parted with the prior consent of BOB;
- iv) Was acquired by the Vender 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.

13.8 The Vender 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.

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

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



14. INDEMNITY

The Vender 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 Vender under this agreement ; and/or
- ▶ Negligence or willful misconduct of the Vender and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vender , against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vender to its employees, its agents, contractors and sub-contractors
- ▶ , or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vender under this assignment; and/or
- ▶ breach of confidentiality obligations of the Vender ; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notifies the Vender in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Vender in the defense and settlement of the claims.

The Vender shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vender with the assistance, information and authority reasonably necessary to perform the above.

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 Vender shall without additional cost to the Bank, shall offer 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 assignment or subsequent Agreement and to meet the service levels; or

If the Vender fail to provide the remedy prescribed in para 1 or 2 within specified period by the bank, in such case the Vender shall refund to the Bank the amount paid for the infringing software / hardware and bear the incremental costs of procuring a functionally equivalent software / hardware or equipment from a third party selected by bank,

However The Vender shall not be liable for defects or non-conformance resulting from:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Vender ; or
- ▶ any change, not made by or on behalf of the Vender , to some or all of the deliverables supplied by the Vender or modification thereof, provided the infringement is solely on account of that change ;

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

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

15. PROPERTY RIGHTS

1. 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.
2. 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.
3. Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the Vender deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

16. CONTRACT PERFORMANCE GUARANTEE

Vender , shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----
-/- (Rupees _____Only) in favour 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 ___months with additional claim period of three months after expiry of validity period.

17. PENALTIES AND LIQUIDATED DAMAGES:

17.1 Vender shall be liable to pay penalty of ___% of contract value per week or part thereof for delay in not adhering to the time schedules.

17.2 If the Vender fails to complete the due performance as per this Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages 10% of contract value.

17.3 Both the above Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently.

17.4 The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BOB and Force Majeure. However it is the responsibility of the Vender to prove that the delay is attributed to BOB and Force Majeure. The decision taken by BOB in this regard shall be final and Vender shall not dispute the same.

17.5 If the Vender fails to perform its obligation as per this Agreement then BOB reserves the right to get the balance work executed by another Vender as per choice of BOB and Vender shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.

18. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if Vender: breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- ▶ failure by Vender to provide Bank, within thirty (30) 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 Vender is not as per the prescribed time line, and found to be unsatisfactory.
- ▶ Supply of sub standard materials/ services ;
- ▶ Delay in delivery / installation / commissioning of services.
- ▶ If deductions of penalty exceeds 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 Vender and such appointment continues for a period of twenty one (21) days;
- The Vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Vender 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 Vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or without any reason or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vender 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 Vender 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 Vender 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 Vender , 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 Vender shall immediately terminate.

In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

19. 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.



20. LAW, JURISDICTION AND DISPUTE RESOLUTION

28.1 The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

21.2 ARBITRATION

- a) BOB and the Vender shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the The Vender have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- b) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent.
- c) The place of arbitration shall be at
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- e) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- f) The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at _____.

22. AUDIT:

22.1 All Vender 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 Vender 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.

22.2 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 Vender's premises without prior notice to ensure that data provided by the Bank is not misused. The Vender shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

22.3 The Vender should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by the Vender within a

reasonable time failing which the Vender will be liable to pay any charges/ penalty levied by RBI.

23. LIMITATION OF LIABILITY

23.1 Except the grounds mentioned under the para two of this clause, Vender '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.

23.2 However, Vender 's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Vender , 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.

23.3 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 Vender as part of procurement under the Agreement.

23.4 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.

23.5 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.

24. PUBLICITY

The Vender shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.

25. 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 Vender 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 BOB or Affiliate thereof.

26. SUBCONTRACTING:

The Vender 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 BOB.

27. ASSIGNMENT

The Vender agrees that the Vender shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Vender '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 Vender under this Agreement.

28. NON – SOLICITATION

The Vender , 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 restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

29. VICARIOUS LIABILITY

The Vender shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Vender 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 Vender for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Vender shall be paid by the Vender 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 Vender 's employees, agents, contractors, subcontractors etc. The Vender 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 Vender 's employees, agents, contractors, subcontractors, etc.

30. FORCE MAJEURE

30.1 The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

30.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

31. MISCELLANEOUS

31.1 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.

31.2 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.

31.3 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 BOB:

The Chief General Manager _____

_____ (City)

Facsimile number: _____

ATTN:

If to the _____

(Address)

Facsimile number: _____

ATTN: _____

31.4 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.

31.5 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.

31.6 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.

31.7 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.

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

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

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 under clauses of confidentiality, indemnity, termination, limitation of liability and any covenants of the parties mentioned in this agreement.

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

BOB, by the hand of Sri -----,

For Bank of Baroda

its authorized official in the presence of:

- 1.
- 2.

Signed and Delivered by the within named

_____ by the hand of Sri-----,

For _____ Systems Limited.

its authorized official in the presence of:

- 1.
- 2