

TENDER AS RATE CONTRACT FOR SUPPLY OF DIGITAL SIGNATURE CERTIFICATES & USB CRYPTO TOKENS.

A. BRIEF PROJECT REQUIREMENT

Bank of Baroda has a requirement for Purchase of Class III Digital Signature Certificates and USB Crypto e-tokens for a period of -02- years with -01- year additional option (2024-27) for Executives/ Officers for use in various applications of RBI/Government, Saral Audit, CERSAI, ROC, document signing etc. The Contract will be effective from the date of placing of rate contract and based on the requirement, Bank will place orders during the said Contract Period. Detailed project scope is enclosed as Annexure 1.

B. TENDER DELIVERY DETAILS

Vendors who are the licensed Certifying Authorities (CAs) of CCA are requested to submit their commercial proposal for above mentioned procurement. The vendors are requested to submit their commercial bid for Class III Digital Certificates as per Annexure 2. The Quantity mentioned in the commercial Bid format (Annexure 2) is approximate and Bank reserves the right to alter the quantity as per its requirement. In the case of additional requirements desired by the Bank over and above the quantity for which rate contract is placed with the successful vendor then the maximum quantity which the Bank can order would be an addition of 25% of the quantity mentioned in Annexure 2.

C. IMPORTANT DATES & DOCUMENTS TO BE SUBMITTED

A	Schedule of RFP
A.1	RFP Issuance Date 09th August 2024
A.2	Last Date of receiving request for clarifications before the Pre-bid Meeting 13th August 2024 , 4.00 PM
A.3	Date of Pre - Bid Meeting 14th August 2024 , 3.30 PM
A.4	Pre-Bid Meeting details <ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com along with pre-bid clarification. ○ Meeting Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzQ5ZGM3NGYtZWY4OC00YTk1LWlwNTAtN2ViYjVkJm5ZGI2%40thread.v2/0?context=%7b%22Tid%22%3a%22be73ba9d-1d9a-4698-b9ae-6d5eab36e08e%22%2c%22Oid%22%3a%22fe

		815f77-3d7e-4a7b-bdde-0caa7fb57281%22%7d Bidder representatives will have to click the Bank provided link to join the On-Line Pre-bid meeting.
A.5	Last Date & Time of Submission of Bids	29th August 2024, 3.00 PM
A.6	Date & Time of opening of Part-I Eligibility cum Technical Bid	29th August 2024, 3.30 PM
A.7	Date & Time of opening of Part-II Commercial Bid	To be communicated later
A.8	Earnest Money Deposit	“Not Applicable”
A.9	Website Address for online submission of bids (Technical as well as commercial bids)	Mode: Online URL: https://bobtenders.eproc.in/
A.10	Contact Details of GEM PORTAL	0124-4302033/36/37, bobsupport@c1india.com.
A.11	RFP Coordinator details (Bank)	Mrs. Kanchana Rani, Officer (IT), Contact No.: 022-6845-0843/844 Email: rfp.it.procurement@bankofbaroda.co.in Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, 603-604, 6 th Floor, Kohinoor Square, Opp. Shiv Sena Bhavan, N.C. Kelkar Marg, Dadar (West), Mumbai – 400028.
B	Documents to be submitted	
1	Documentary proof, certifying the vendor as Licensed CA by Controller of Certifying Authorities, Government of India	
2	Technical Proposal: Bidder need to provide the Compliance of all technical requirements along with the scope mentioned in Annexure 1.	
3	Annexure 3 - Service Level and Non-Disclosure Agreement Format	

D. SUBMISSION DETAILS

1. INSTRUCTIONS TO VENDORS - E TENDERING

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 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 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.

2. EVALUATION METHODOLOGY

Bank will evaluate the commercials of only those vendors who have submitted valid documentary proof certifying the vendor as Licensed CA by Controller of Certifying Authorities, Government of India. The vendor quoting the lowest commercial shall qualify as the L1 vendor. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Rate quoted should be inclusive of all taxes. GST will be paid on production of original receipt.

3. NORMALIZATION OF BIDS

The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the empanelled vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the vendors will, by responding to this tender, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this tender, agree to the process and conditions of the normalization process.

4. CONTRACT PERIOD

The contract entered with the successful vendor will be for a period of 2 years with -01-year additional option from the date of placing of rate contract order. Bank based on its requirement during this contract period will place orders for the required quantity. However, Bank will have the right to renegotiate these prices at the end of the contract period.

5. OTHER TERMS

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time.

Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

6. PAYMENT TERMS

Bank will be placing request for Digital certificate as and when the requirement arises by our IT Department, Corporate Office, Mumbai.

The vendor will be eligible for 100% payment after delivery and successful deployment of certificates. The payment will be released from IT Dept., BCC as per the payment terms on submission of related 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 the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery, should be passed on to the Bank.

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.

7. DOCUMENTATION

Vendor will have to supply all necessary documents in English related to the certificate along with their bid submission.

8. FORCE MAJEURE

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

9. ARBITRATION

In the event of a dispute or difference of any nature whatsoever between BOB and the vendor during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. BOB and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at BOB's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

10. INDEMNITY

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. in respect of the Digital Signature Certificates supplied by him.

11. CONFIDENTIALITY

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by BOB. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by BOB. Further, BOB shall have right to regulate vendor staff

12. INFORMATION AND SECRECY

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to the provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has the right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given the right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank

13. PUBLICITY

The vendor shall not advertise or publicly announce that he is undertaking work for BOB without written consent of BOB.

14. GRIEVANCE REDRESSAL AND DISPUTE RESOLUTION

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

Chief General Manager (IT)

Bank of Baroda, Baroda Sun Tower

C-34, G-Block, BKC, Mumbai-51

15. DISPUTE RESOLUTION

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

If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

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

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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.

The seat and place of arbitration shall be Mumbai only. 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.

16. STANDARDS

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

17. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar services.

18. AUDIT

Vendor shall 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 Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to BOB documents by one or more RBI officials or employees or other persons duly authorized by RBI.

19. NO EMPLOYER EMPLOYEE RELATIONSHIP

The Vendor or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

20. 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.

21. SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT:

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The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure - 3), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder as per article 63 / Article 5 of Maharashtra Stamp Act.

Annexure 1 – Project Details (Scope of Work)

Bank of Baroda has a requirement of Digital Signature Certificates (DSC) & USB crypto tokens for a period of -02- years with -01- year additional option (2024-27) for bank's officers / executives. The Contract will be effective from the date of placing of purchase order in staggered method and Bank based on the requirement will place orders during the said Contract Period. Bidder shall be responsible for the delivery of following scope of services and shall be the single point of responsibility for the bank.

Bank employees will be responsible for applying DSC (paperless mode) on Bidder website, downloading of DSC, transferring DSCs into USB Crypto Tokens & delivery of the USB Crypto Tokens containing DSCs. Verification & Issuance of DSCs will be done by the Bidder so that the DSC is available for download at bank's end.

The DSC should contain the encrypted PAN value of the applicant.

The complete scope of work is mentioned as below.

1. Digital Signature Issuance & Delivery

a. Generation and Issuance of Digital Signature Certificates

Bank employee will apply for Digital Signature Certificate in paperless mode on the website of the Bidder (CA). There should be an option for applicants to register themselves in the CA website. Bidder has to undertake all verifications as may be required for processing the request and issuing USB tokens. Bidder shall review the applications in portal and generate Class-III (Signing)/ (Signing & Encryption) Digital Signature Certificates for the applicants in accordance to the specifications mentioned in the bid document. Following needs to be provided by Bidder:

- Bidder shall provide FIPS Certified USB crypto- tokens as per the standards/ guidelines of Controller of Certifying Authorities (CCA), Government of India.
- Applicants should be informed regarding generation of the Digital Signature Certificate by CA (via email and SMS).
- A system generated mail should be sent to the applicants with a copy to our respective RA email ID at least -45- days before expiry of their Digital Signature Certificate.

b. Installation / commissioning of DSC

- Bidder will have to provide the necessary support for all installation / commissioning related issues for DSC & crypto tokens. Bidder has to provide all necessary customization/applications needed to make the DSC/Crypto tokens operational in Bank's CBS/Domain PCs without any cost to the Bank. Bank will not provide any infrastructure for setting up the application/ hosting the URL. CA must have readily available application hosted on web for applicants to apply online for DSC.
- Bidder shall provide the required SDK/device drivers, software (with admin Module). USB token should be plug and play type for client machines and should be with preloaded with drivers/SDK setup for the user system. The crypto-tokens should be compatible with Windows 10 and above versions.

c. Up-gradation of DSC

- Bidder needs to arrange for up-dation/ up-gradation required in the DSC/Token to meet the changes/compliance requirements suggested by RBI/ Govt. of India/ regulatory authorities from time to time at no extra cost to bank for the entire rate contract period.

2. Online Portal for Application

- The issuance process of Digital Signature Certificate should be hassle free.
- Maker checker concept should be there. First level of check should be with bank and next level with CA.
- There should be an online portal of Bidder for uploading the scanned copy of the application forms for Digital Signature Certificate in ZIP format or quick proceedings of Digital Signature Certificate. Portal should be active 24x7 and should be open on Bank's Finacle PC (Domain PC) as well as in internet PC.
- Bidder has to prior update to Bank's Registration Authority about any change/ modification/ maintenance activity in the portal well in advance.
- Regular invoice details should be updated in the portal.
- CA should be to customize the online portal as per Banks requirement.
- CA website should be compatible with browser MS Edge and Google Chrome.

3. MIS and Reports

- MIS and Reports button should be available in the portal and Registration Authority should be able to apply filters before fetching out reports.
- Reports should be exportable in excel and PDF. MIS Reports and details of the Digital Signature Certificate issued, pending, available, expiry date etc. should be 24*7 available to the website and should be exportable to PDF & Excel format.

4. Issuance & Delivery Timeline

- Digital Signature Certificate should be issued within -24- hours after verification by RA / Sub RA through electronic KYC.
- If there is any discrepancy in the online application form of Digital Signature Certificate, it should be informed/updated in the portal within -04- hours from the time of upload.
- For bank's top executives' urgent facilitation, Bidder must have to maintain a buffer stock of USB Crypto Tokens at bank's designated office and there should be provision of issuing Digital Signature Certificate in -02- hours from verification of application form by RA for such cases. The buffer stock quantity can be reviewed & changed at any point of time by the bank at its own discretion
- USB Crypto Tokens must be delivered within -4- working days of placing the purchase order.
- Re-issuance of certificate if Digital Certificate got deleted/ lost tokens/ password compromise/ damage of tokens.

5. Validity and e-Token warranty

- a. Validity of Digital Signature Certificate should of -02- years. The USB token shall be provided with comprehensive warranty of 2 years from the date of delivery of the respective token.
- b. An auto generated alert via email & SMS should be sent to the user before -45- days of expiry of their Digital Signature Certificate with CC to Bank's RA.

6. Training and Support

Bidder will be liable to provide training to Banks officials at Bank's location / online whenever required during the contract period without any additional cost to the Bank. The training shall cover the whole process of issuance & installation of Digital Signature.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the commercial bid submitted by Bidder to the Bank. No extra costs will be payable by the Bank on account of any item (Media Sets, Manuals/User Guides/Administration Manuals for the products being supplied) or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

7. Audit Report

Annual / Half-yearly/ Quarterly audit conducted by internal / external auditor of Bidder should be closed. Bidder to submit clear audit report of last quarter as and when required by the Bank.

8. Helpdesk Requirement

- a. Bidder shall provide online dedicated support and helpdesk services through phone, email and SMS alerts by qualified and competent support team for assisting Bank users. Application Form related issues should be bring into bank's notice within 4 Hours and all other issues should be resolved within maximum 5 hours from the call logging.
- b. Escalation Matrix should be in place for all issues which needs to be provided by Bidder after awarding the Rate Contract and same should be available & updated on online portal.
- c. Bidder support staff should be well trained to effectively handle queries raised by the Bank.
- d. It is the responsibility of Bidder to provide genuine and quality FIPS Certified USB Tokens (as per guidelines of CCA).If any of the USB Token is found defective/non-functional/non-responsive within the warranty time period, Bidder (who supplied that particular DSC and Token) shall be asked to replace that USB Token with DSC downloaded afresh, within 4 working days from the replace request. The Bank shall provide a fresh application for reissuance of DSC (if required).
- e. If DSC gets malfunctioned from USB token or wouldn't be downloaded successfully due to technical reasons, Bidder may be asked to re-generate DSC for that

particular individual on the same USB Token or new USB token (as per the requirement of the Bank) without any extra cost.

- f. Bidder shall also provide online technical support for configuration, installation and troubleshooting, etc. as and when required in all respects through their own set-up or through any of its regional channel partner throughout the country. Bidder shall have to provide a helpline number with call logging facility with escalation matrix to the bank to which service/ complaint call shall be made.
- g. Bidder shall assist the Bank to integrate Digital Signature Certificate for use in application other than regular application (if required).
- h. Bidder shall have to do the follow-up with users (Actual subscriber of DSC) to complete verification process of KYC (OTP, email or any other verification to be done), wherever applicable.

Following are the list of mandatory features to be complied as part of technical compliance:

Bidder should show technical demo of product / services quoted for issuance of DSC through offline / online mode.

Product Demo:

1. Bidder has to provide demo of proposed product as part of technical evaluation.
2. On the basis of demo and technical compliance, bank has discretion to accept or reject the bid without assigning any reason thereof.

Mandatory functions	Available/ Customize	Remarks
1. Web base application for applying DSC should work and available for 24*7.		
2. Maker Checker Concept should be there in generating DSC.		
3. Web application should be compatible with browser- MS Edge, Chrome and fire fox.		
4. Technical Support contact no along with SOP regarding applying DSC should be displayed on CA / bidder portal.		
5. Technical support team should be available for any help during banking hour.		
6. Any error/ mistake made while entering data on CA / Bidder portal can be modified.		
7. Reports of registrations, certificate issued, DSC pending for download can be downloaded from CA / bidder portal in PDF and Excel format for all the sub – RA individually and also consolidated reports		

for all Sub- RA should be available for RA to download.		
8. Any numbers of Sub-RA can be created as per bank required. Capability of tagging multiple branches with one sub- RA should be there.		
9. Can add any required details/ customization in CA / bidder portal as per bank requirement.		
10. In case of any malfunction of DSC or damage of token hardware from inside within the period of 2 years from the date of download, DSC should be made available for re download.		
11. Duplicate check should be there i.e System does not allow applicant to apply for 2nd DSC if his/her first DSC is active		
12. Applicant should get intimation regarding expire of DSC prior to 45 days		
13. Token Password Generation Process		
14. CA / bidder should provide the latest token drivers / update patches. Token driver should be available on CA / bidder website for download.		
15. Application Revocation Process in case of lost or physical damage of token.		

Proof of Concept (POC) for Digital Signatures Certificates & USB Crypto Tokens:

Bank has the discretion to ask the bidder to demonstrate the Bank's existing setup as a part of POC with the proposed product/solutions. The bidder can demonstrate the setup at Bidder's environment or in a customer environment.

POC will be based on the following conditions:

- a) All and any cost associated with demonstrating the POC (including provision of hardware, technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and bank will not bear any cost.
- b) Bank reserves its right to extend / shorten the period of POC where needed.
- c) The POC would be done to check whether the quoted product / services meets the technical specifications as mentioned in Annexure 1. Further POC will verify the compatibility with existing infrastructure of the Bank.
- d) Bidder should complete POC process within 10 days from the start of POC date communicated by Bank.
- e) POC to be completed end to end by the bidder without any riders / qualifications. Vendors who have failed in the POC will automatically stand disqualified technically.

The Bank reserves the right to modify the configuration of Hardware thereof to be ordered.

Vendors who meet these criteria would only qualify for the commercial bid opening.

DELIVERY

Any deliverable has not been supplied within the timeline mentioned above or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. If delay exceeds beyond two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.

The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

RIGHT TO ALTER QUANTITIES

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



Date: 09th August 2024

ANNEXURE - 2

COMMERCIAL BID: SUPPLY OF DIGITAL SIGNATURE CERTIFICATES & USB CRYPTO TOKENS.

(Amt. in Rs.)

Sr. No.	Description of DSC*	Validity of DSC	Quantity	Unit Price	Total cost of ownership (TCO)
1	Digital Signature Certificate Class-III (Only Signing without encryption)	2 years	17000		0.00
2	Digital Signature Certificate Class-III (Signing and encryption)	2 years	100		0.00
3	Crypto USB e-Token	2 years	17100		0.00
Total Cost					0.00

Note:

All the commercial value should be quoted in Indian Rupees.

- The price of DSC should be inclusive of all taxes, duties, levies etc. except Service Tax, VAT/CST and Octroi / Entry tax (wherever applicable) which will be paid extra. Octroi / Entry tax will be paid extra as per actual on production of original receipt.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- The Quantity mentioned here is approximate and Bank reserves the right to alter the quantity as per its requirement
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- *The DSC should contain the encrypted PAN value of the applicant.**

Place:

Date:

Seal & Signature of the bidder

Annexure 3 - Service Level and Non-Disclosure Agreement Format

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

AND

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

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

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8400+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 18 countries. Bank desires to select a Service Provider for ----- and had invited offers.

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS**1. DEFINITIONS**

- I. Bank, BOB means ‘Bank of Baroda’
- II. ATP means Acceptance Test Procedure
- III. AMC means Annual Maintenance Contract
- IV. BFSI means Banking, Financial services and Insurance
- V. DC Means Data Centre
- VI. DR Means Data Recovery Centre
- VII. MSP means Managed Service Provider of the Bank.

- VIII. SLA means Service Level Agreement
- IX. Total Cost of Ownership (TCO)
- X. SPOC means Single Point of Contact

2. TERM

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

3. SCOPE OF SERVICE

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

4. STANDARDS

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

5. Code of Ethics

M/s _____, (Vendor/Service Provider/Supplier/ Consultant/Contractor) agrees to 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

6. Contract Period

(Terms mentioned in the RFP)

7. DELIVERY

(Terms mentioned in the RFP)

8. Transportation and Insurance

The commercial proposal submitted by bidder should be inclusive of cost for insurance and freight (c.i.f.) etc. However, the vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover shall be sole responsibility of the vendor till the acceptance of the Hardware items by Bank. The vendor should also assure that the product would be replaced with no cost to Bank in case insurance cover is not taken by them.

9. Pre-shipment Inspections

(Terms mentioned in the RFP)

10. Supply, Installation, Testing, Commissioning & Acceptance (SITC)

(Terms mentioned in the RFP)

11. Warranty

(Terms mentioned in the RFP)

12. DOCUMENTATION

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

13. SINGLE POINT OF CONTACT & DIRECT SUPPORT

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

Escalation matrix for support should also be provided with full details.

14. PAYMENT TERMS

The method and conditions of payments to be made to the successful bidder shall be:
(Terms mentioned in the RFP)

Payment will be made on submission of the following documents, as relevant to the items being procured:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;
- iii) Insurance certificate;
- iv) Receipt/consignment note;
- v) Manufacturer's guarantee certificate and in-house inspection certificate;
- vi) Inspection certificate issued by purchaser's inspector; and
- vii) Any other document(s) as and if required in terms of the contract.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by IT Dept., 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 bidder 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 the dispute stands resolved.

15. 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.

16. COVENANTS OF THE SERVICE PROVIDER

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

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

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

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

The Service Provider:

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

duties, functions and obligations of the Service Provider as contemplated by this Agreement.

- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

17. 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. Bank of Baroda sponsored RRBs 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 Bank of Baroda sponsored RRBs. 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 Bank of Baroda sponsored RRBs other than as may be required for the performance of Service Provider.
- c. Service Provider shall notify Bank of Baroda sponsored RRBs 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 Bank of Baroda sponsored RRBs 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 Bank of Baroda sponsored RRBs;
 - 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 Bank of Baroda sponsored RRBs.
- 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, Bank of Baroda sponsored RRBs shall take all the reasonable care to protect all the confidential information of service provider delivered to Bank of Baroda sponsored RRBs while performing of the services.

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

18. INDEMNITY

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or

- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

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

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

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

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

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

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

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of

claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

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

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

19. 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.

20. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees _____ Only) in favor of Bank of Baroda sponsored RRBs from any Public Sector Bank other than Bank of Baroda as acceptable to Bank of Baroda sponsored RRBs 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.

21. TERMINATION

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

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

- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty 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 Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

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

Effect of termination

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

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

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

Upon the termination or expiry of this Agreement:

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

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

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

22. 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.

23. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

ARBITRATION

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

- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

24. AUDIT

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

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

25. LIMITATION OF LIABILITY

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

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

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

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

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

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

26. PUBLICITY

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

27. INDEPENDENT ARRANGEMENT

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

28. SUBCONTRACTING

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

29. ASSIGNMENT

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

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

30. NON – SOLICITATION

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

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

31. 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.

32. FORCE MAJEURE

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

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

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

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

SURVIVAL:

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

33. MISCELLANEOUS

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

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

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief Technical Officer

Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051

ATTN: Assistant General Manager (IT)

If to the

Address _____

ATTN: _____

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

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

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

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

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

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

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

Signed and Delivered by the within named

For Bank of Baroda

For

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :