

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
1	88/89/90/91	B. Technical Requirement of the Digital Signage Unit/ 20. Dust proof IP Rating	Functional and Technical Requirement	IP5x or higher	Since this displays are required for indoor application IP 5x is not required. Requesting bank to remove this point.	No change in existing terms and conditions of the RFP
2	88/89/90/91	B. Technical Requirement of the Digital Signage Unit / 23. Energy Star Rating	Functional and Technical Requirement	Energy Star Rating - Energy Star 5.0 or Above	Energy star rating comes in consumer TV not in commercial TV. Already required certification is asked in tender.Hence please remove this clause	No change in existing terms and conditions of the RFP
3	72	Annexure 12 – Project Details and Scope of Work / I - general	Project Details and Scope of Work	UPS power point and Network point for DSS?	Who will provide the Infra like UPS power point and Network point for DSS?	It will be Bank's responsibility to provide UPS Power point and Network point required for DSS installation
4	59	Annexure 02 – Eligibility Criteria	Eligibility Criteria	a) -500- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank /Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Single order or combination of orders to single entity) OR b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Cumulative Orders).	a) -450- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank /Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 5 years from the RFP date (Single order or combination of orders to single entity) OR b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 5 years from the RFP date (Cumulative Orders).	Refer Addendum for necessary clarification
5	10	4. Infrastructure	Infrastructure	List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR)	Please clarify who will be providing the OS and DB licenses.	Refer to the addendum for clarification. It will be Bank's responsibility to provide the Operating system and Database

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6	13	11. Installation	Installation	Bidder will have to install the Hardware/s and make it operational as per the defined scope of work within a period of 1 week from the day of receiving intimation from the Bank and hand it over to the Bank for acceptance testing on the same day of installation and making the hardware operational.	Is it possible to get the time extension instead of 1 week.	Refer Addendum for necessary clarification
7	13	12. Affixing Asset Detail and Bank's Branding on Devices	Affixing Asset Detail and Bank's Branding on Devices	12. Affixing Asset Detail and Bank's Branding on Devices	Please provide the branding guidelines of the Bank including the logo	The Branding guidelines and details shall be provided to the successful bidder
8	72	Annexure 12 – Project Details and Scope of Work	Project Details and Scope of Work	a) Only licensed copies of software shall be supplied and ported as part of the overall Digital Signage System. The bidder shall grant an enterprise wide perpetual level license to the Bank to use the solution. Further, all software / hardware supplied shall be of latest version / model available in the market.	Only enterprise is required or we can provide the professional IOT	No change in existing terms and conditions of the RFP
9	72	Annexure 12 – Project Details and Scope of Work	Project Details and Scope of Work	c) Any new advisory / guidelines issued by regulatory authorities need to be implemented without any additional cost to the Bank immediately by the Bidder.	Please provide the guidelines	Any new advisory / guidelines issued by regulatory authorities shall be provided to the successful bidder during the course of the contract as and when such advisory / guidelines are issued
10	72	Annexure 12 – Project Details and Scope of Work	Project Details and Scope of Work	d) Bidder must provide a solution which will be scalable to integrate with Bank's system	Please specify the integration with whom and purpose	Integration of the proposed solution will be with the Network Management System and other such related internal IT systems
11	72	Annexure 12 – Project Details and Scope of Work	Project Details and Scope of Work	h) Must ensure before delivery that the Operating System is hardened to block the services which are not required. The bidder should have necessary controls in the Digital Signage System to prevent any cyber-attacks (like ransom ware, virus attack etc.)	The Bank has to provide the hardened policy and anti virus for media player and server	The necessary details will be shared with the successful bidder. Refer to the addendum for clarification. It will be Bank's responsibility to provide the Antivirus
12	73	Annexure 12 – Project Details and Scope of Work	Project Details and Scope of Work	Patches / IOS / OS / Firmware updation, any other up gradations etc. should be done by the bidder	Bank has to manage OS patches updates or else provide us the mechanism to update OS patches centrally.	The updation pertains to the DSS unit and the media player supplied by the bidder. Hence the responsibility of such updation lies with the bidder in coordination with the bank team

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13	74	IV. Content Display	Project Details and Scope of Work	e) The content should be stored in the display device so that it can function in low / no bandwidth.	Please provide the available bandwidth speed and also specify the no bandwidth.	No bandwidth here means no connectivity at a particular instance when the network link is down. Details of bandwidth at the installed locations shall be shared with the successful bidder
14	75	IV. Content Display	Project Details and Scope of Work	h) The connectivity medium would be Bank's Internal Network (LAN / WAN)	We require internet to play the social media contain like youtube, twitter etc	No change in existing terms and conditions of the RFP
15	75	V. Dashboard and Report	Project Details and Scope of Work	Portal should have option for tracking the delivery & installation of the device.	This can be provided you periodically by team as its manual interference	No change in existing terms and conditions of the RFP
16	75	V. Dashboard and Report	Project Details and Scope of Work	The portal should have the download option for report generation which should contain date of delivery and date of installation with the signed copy from Bank official having received the demo.	We are providing all necessary documents immediately post installations & training.	No change in existing terms and conditions of the RFP
17	75	V. Dashboard and Report	Project Details and Scope of Work	Portal should have detailed and summary report (monthly, quarterly, halfyearly, yearly, between any specific dates) for uptime of the entire Digital Signage System and also for individual Digital Signage Units installed at end locations. This will be used for Uptime calculation purpose. Bank should be able to generate the penalty calculation report through the portal.	For Penalty report we need to have penalty calculations/logics.	Please refer to the Penalty Clause defined in the RFP under Service Levels
18	75	V. Dashboard and Report	Project Details and Scope of Work	Lodging / raising trouble ticket with asset tagging for each machine and a separate Tab / portal for complaint received and its status. The portal should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day, Call logged and Closed etc	To access CMS portal, bank system should have a internet.	No change in existing terms and conditions of the RFP
19	76	V. Dashboard and Report	Project Details and Scope of Work	Placing indent for fresh Digital Signage Unit with location details (Facility to enter single entry as well as upload of bulk entry by way of Excel sheet)	Bank need to provide excel sheet format for bulk update	Necessary details in format agreed between Bank and successful bidder shall be provided to the successful bidder
20	76	V. Dashboard and Report	Project Details and Scope of Work	Bidder should update the portal with installation status and upload the Bank sign off on installation as successful sign off.	We are providing all necessary documents immediately post installations & training.	No change in existing terms and conditions of the RFP

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21	77	VI. Repair & Maintenance	Project Details and Scope of Work	There should be a provision for sending email and SMS containing fault information to respective custodian of digital signage units, in case it's not working.	Bank should provide SMS and Email APIs for whitelisting templates	Necessary details shall be provided to the successful bidder
22	77	VI. Repair & Maintenance	Project Details and Scope of Work	j) Tickets should be automatically raised instead of waiting for manual raising of tickets in case of non-working of DSS unit and tracking of status of the raised ticket to be made available.	Please let us know, is there any existing ticketing tool using by bank.	Providing the said facility shall be the responsibility of the bidder and should be part of the overall Digital Signage Solution
23	77	VII. Compliance and Audit	Project Details and Scope of Work	a) Ensure compliance with the existing regulations / laws on consumer data protection and privacy.	Please provide the existing regulations and Laws policy.	Shall be provided to the successful bidder
24	77	VII. Compliance and Audit	Project Details and Scope of Work	b) There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data	We are believing that the Bank IT will be take care of it as system will be in Bank network.	The IT systems mentioned in the said clause refers to the overall Digital Signage Solution provided by the successful bidder
25	77	VII. Compliance and Audit	Project Details and Scope of Work	Data encryption / protection requirement of the bank.	If there is any specific encryption, please share with us	Shall be provided to the successful bidder
26	77	VIII. Outsourcing	Project Details and Scope of Work	c) Should comply with outsourcing policy of RBI and Bank.	Please provide the RBI policy details.	Shall be provided to the successful bidder
27	80	Annexure 13 – Functional and Technical Requirement	Functional and Technical Requirement	4 Should provide a single-sign-on solution and support LDAP. Solution should integrate with Bank's Windows Active Directory to achieve Single Sign On (SSO)	Please provide the API for Single sign on LDAP.	Shall be provided to the successful bidder
28	81	C Staging and Test Environment	Functional and Technical Requirement	Test environments should be exactly similar to production environment	Why we require similar test environments as UAT has single machine and production can be multiple.	Test environments should be exactly similar to production environment (Baring High Availability) as per terms and conditions of the RFP
29	81	Security / Data Integrity	Functional and Technical Requirement	System security is password controlled (for operating system, database, application and terminal id) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.).	As you mentioned earlier, we believe all systems are integrated with LDAP.	No change in existing terms and conditions of the RFP The system security must be specific with the solution proposed. The proposed solution must not rely only on LDAP security.
30	81	E Security / Data Integrity	Functional and Technical Requirement	ii The maximum data length for logging is pre-determined	Please specify	As per the functional requirement mentioned in the RFP

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31	82	E Security / Data Integrity	Functional and Technical Requirement	8 The Bidder shall only install or use cryptographic modules based on authoritative standards and reputable protocols (Please refer to the Customer's Cryptographic Key Management Guidelines). The Bidder shall implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Bidder shall implement or support encryption when data is transmitted, transported or delivered.	Please provide the Customer's Cryptographic Key Management Guidelines.	Refer to the addendum for clarification.
32	83	F Interfaces	Functional and Technical Requirement	5 Availability of application interface APIs on Unix and Windows platforms	We have only windows based application.	The application means the solution. The solution interface APIs should support both on unix (including linux) and windows.
33	83	G Web Server	Functional and Technical Requirement	1 The application should have the ability to support Apache, Netscape enterprise, Commerce server, Microsoft IIS, OHS or any equivalent web servers and accordingly license need to be factored.	We can host the application on windows IIS.	The Solution should support any one of the mentioned web servers
34	83	H Application Server	Functional and Technical Requirement	Client side scripting / programming languages like Java scripts, VB scripts, Java Applets, ActiveX, etc. should be supported		As per the functional requirement mentioned in the RFP
35	83	H Application Server	Functional and Technical Requirement	The application should support the application layer technologies like Java, C++, Netscape server application process interface, Internet server application process interface, etc. should be supported		As per the functional requirement mentioned in the RFP
36	83	H Application Server	Functional and Technical Requirement	Database Connectivity support should at a minimum be ODBC, JDBC, etc.		As per the functional requirement mentioned in the RFP
37	83	H Application Server	Functional and Technical Requirement	5 Support standard queuing engines (IBM MQ, MSMQ, Weblogic etc.) and license requirement needs to be defined like Standard / Enterprise		As per the functional requirement mentioned in the RFP
38	86	M Monitoring and Control Module	Functional and Technical Requirement	3 Ability to power ON/OFF Screens from a centralized location.	We can restart and switch off the machines centrally.	As per the functional requirement mentioned in the RFP

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39	86	N User Management & Security Module	Functional and Technical Requirement	Antivirus Management on all Digital Media Players and the Central Management solution.	I believe anti virus provided by Bank as systems are in bank domain.	Refer to the addendum for clarification. It will be Bank's responsibility to provide the Antivirus
40	86	O MIS Module	Functional and Technical Requirement	4 Frequency of switching on/off the LED	We can provide the media play switch ON and Switch off status.	Frequency of switching on/off the LED / Media Player
41	88/89/90/91	B. Technical Requirement of the Digital Signage Unit / 23. Energy Star Rating	Functional and Technical Requirement	Energy Star Rating - Energy Star 5.0 or Above	Energy star rating comes in consumer TV not in commercial TV. Already required certification is asked in tender.Hence please remove this clause	No change in existing terms and conditions of the RFP
42	72	Annexure 12 – Project Details and Scope of Work / I - general	Project Details and Scope of Work	UPS power point and Network point for DSS?	Who will provide the Infra like UPS power point and Network point for DSS?	It will be Bank's responsibility to provide UPS Power point and Network point required for DSS installation
43	59	Annexure 02 – Eligibility Criteria	Eligibility Criteria	a) -500- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank /Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Single order or combination of orders to single entity) OR b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Cumulative Orders).	We are providing the DSS Soution to various bank in india since last five years , there is no such big tender has been published by any any bank in last 2 years so this is very cirital to have the said experience , We wuld request to bank to cahnge the claose as " The Bidder Should have an experience of at least two (2) years in providing Digital Signage solution (i.e. the completed works up to 31.07.2024 shall only be considered)", as under:- (a) Three works, each costing not less than 200.00 lacs [or] (b) Two works, each costing not less than 300.00 lacs [or] (c) One work costing not less than 500.00 lacs.	No change in existing terms and conditions of the RFP, however, refer addendum for a few modification

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44	10	4. Infrastructure	Infrastructure	The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.	Does the scope of this tender cover international branches (Bank Branches outside the Indian border) for supply and enablement of digital signage services from the vendor?	Scope of supplying , installing and maintaining of DSS units is restricted to domestic segment only however the license of the centralised Digital Signage Solution should be enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

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45	53	Annexure 2.B.1	Eligibility Criteria	<p>The Bidder must have registered average annual turnover of Rs. 25 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021- 22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p><u>Below clause is applicable for MSE / Start-ups:</u> The Bidder must have registered average annual turnover of Rs. 12 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021- 22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>	<p>The Bidder or its Group/ Parent company must have registered average annual turnover of Rs. 25 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021-22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p><u>Below clause is applicable for MSE / Start-ups:</u> The Bidder must have registered average annual turnover of Rs. 12 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021-22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>	No change in existing terms and conditions of the RFP, however, refer addendum for a few modification

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46	54	Annexure 2.B.2	Eligibility Criteria	<p>The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – FY 2021- 22 & 2022-23 & 2023-24*.</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>* If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>	<p>The Bidder or its Group/ Parent company must be Net profit making entity continuously for the last three years i.e. financial years – FY 2021- 22 & 2022-23 & 2023-24*.</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>* If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>	No change in existing terms and conditions of the RFP, however, refer addendum for a few modification

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47	54	Annexure 2.C.2	Eligibility Criteria	<p>"The bidder should have supplied & supported Digital Signage System (DSS) comprising of a Centralised Digital Signage Solution and Digital Signage Unit:</p> <p>a) -500- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Single order or combination of orders to single entity) OR</p> <p>b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Cumulative Orders)"</p>	<p>In order to maximise bid participation(Specially from MSMEs), we recommend the eligibility criteria to be modified as per below:</p> <p>"The bidder should have supplied & supported Digital Signage System (DSS) comprising of a Centralised Digital Signage Solution OR Digital Signage Unit:</p> <p>a) -500- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways/Private Organizations in India in the last 2 years from the RFP date (Single order or combination of orders to single entity) OR</p> <p>b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways/Private Organizations in India in the last 2 years from the RFP date (Cumulative Orders)"</p>	Refer Addendum for necessary clarification
48	72	Annexure 12 - Summary	Project Details and Scope of Work	The Bidder should integrate the Digital Signage System with Bank's existing Network Management Systems and also follow all network and security level protocol	Clarification Needed - Need more details of the integration.	Clarifications / details shall be provided to the successful bidder

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49	73	Annexure 12.II.b	Project Details and Scope of Work	The bidder shall be responsible for mounting the display at each branch / office either as wall-mounting if wall space is available or stand mounting. All accessories have to be provided by the bidder.	Request to please share the information of sites where stand mounted TVs are required. Should the bidder consider site survey also as a scope of deliverable?	Mounting of DSS unit at the end location shall be wall mounted only. In any exceptional scenario where stand mounting is required Bank shall take a call accordingly in consultation with the successful bidder. The readiness of the site for installation of DSS unit shall be based on agreed list of site requirement between Bank and successful bidder. The Site survey for any location is left to the bidder to decide before any installation.
50	74	Annexure 12.II.m	Project Details and Scope of Work	Maker checker functionality should be available to upload the contents along with audit trail	Clarification Needed - Need elaboration on the maker/check configurations w.r.to. this is needed on which all functionalities?	Refer annexure 12 Project Details and Scope of Work
51	80	Annexure 13.A.A.13	Functional and Technical Requirement	Application supports database and OS level clustering	Is Clustering mandatory database & OS? or would Master-Slave concept work?	Each layer (such as app,db) must contain redundancy and remain highly available
52	80	Annexure 13.A.B.2	Functional and Technical Requirement	Ability of the database to support clustering. Indicate the number of clusters that can be configured.	Is Clustering mandatory database & OS? or would Master-Slave concept work?	Each layer (such as app,db) must contain redundancy and remain highly available
53	81	Annexure 13.A.B.5	Functional and Technical Requirement	Ability to support online replication	Clarification Needed - What is Online replication ? is it an imaging of the system? Need clarification	Online sync/ replication means, the solution must be capable to have sync between DC and DR systems as part of BCP configuration.
54	81	Annexure 13.A.B.6	Functional and Technical Requirement	Ability to implement SAN / NAS for data storage in the architecture	Is SAN/NAS mandatory for data storage? What in case the server technology used in the architecture is specific DB technologies (e.g. Postgress) where NAS/SAN is not required for data storage? Please clarify.	Bank prefers SAN and NAS. Anything else, bidder has to facilitate. Bank will provide the necessary SAN/NAS required. The solution must support all industry supported hardware.
55	82	Annexure 13.A.F.1	Functional and Technical Requirement	All modules in the system are fully integrated and provide online processing, real time updates and batch processing	What is Batch Processing in the context of Interfaces? Is it content delivery ?	Refer to the addendum for clarification. Batch Processing is related to the content to be deployed.

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56	83	Annexure 13.A.F.5	Functional and Technical Requirement	Availability of application interface APIs on Unix and Windows platforms	What applications are referred here ? Are these server accessibility ?	The application means the solution. The solution interface APIs should support both on unix (including linux) and windows.
57	84	Annexure 13.A.J.3	Functional and Technical Requirement	Generation / transmission of email and sms alerts / advices at various stages	Which service provider to be used for email and SMS? Will BOB provide services and licenses for on-premise infrastructure? Please also define which triggers are required?	The proposed solution must be able to integrate the existing Email / SMS services deployed in Bank. The required details shall be shared with the successful bidder. The alerts have to be configured as per the Bank's requirement.
58	85	Annexure 13.A.L.3	Functional and Technical Requirement	Add/modify/delete/combine content in any of the file formats which results in audio, video, graphical or text format (this includes pdf, word, ppt, media files, etc)	Clarification Needed - Please elaborate in detail what is the functionality sought as per this point?	As per the functional requirement mentioned in the RFP
59	86	Annexure 13.A.O.3	Functional and Technical Requirement	Bandwidth utilization report for upload and download of video files. These reports can be Daily/Weekly/Periodic.	Clarification Needed - Will BOB provide access to their network configurations and intranet bandwidth utilisation to the Digital Signage software?	The Bidder must provide the details on the bandwidth utilization needed according to the files required for upload and download. However Bank will not be providing any N/W configuration access to the bidder.
60	89, 90	Annexure 13.B.I.15 / Annexure 13.B.II.15	Functional and Technical Requirement	Supports Bluetooth Technology - Yes	Commercial Grade Displays do not come with Bluetooth interactivity. Kindly remove this point.	No change in existing terms and conditions of the RFP
61	89, 90	Annexure 13.B.I.18 / Annexure 13.B.II.18	Functional and Technical Requirement	Remote Control Type - IR, Bluetooth	Commercial Grade Displays do not come with Bluetooth interactivity. Kindly remove this point.	No change in existing terms and conditions of the RFP
62	89, 91	Annexure 13.B.I.22 / Annexure 13.B.II.22	Functional and Technical Requirement	Manufacturer Certification (For the model and make quoted) - Mandatory certifications required UL, BIS, FCC, Energy Star, ISO 14000. For Products classified under MII Category - Only BIS, Energy Star and ISO 14000 Certification is mandatory.	For Indian Market (MII) - Only UL, BIS and ISO 14000 is mandatory certification. Request you to please remove Energy Star certification from the specifications.	No change in existing terms and conditions of the RFP

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63	89, 91	Annexure 13.B.I.23 / Annexure 13.B.II.23	Functional and Technical Requirement	Energy Star Rating - Energy Star 5.0 or Above	Energy star rating is available in the Consumer-grade displays not in Commercial-grade displays. All requisite certifications regarding the display is already asked in tender. Hence, please remove this clause.	No change in existing terms and conditions of the RFP
64	88	Product Line 1 / 7	Functional and Technical Requirement	Brightness (Nits)	500 nits or higher. 1) Request to change the brightness to min 500 nits or more. As installation is at branches which are well high brightness areas. 2) Also more over existing display being used by bank are 450 nits for digital signage applications recommended brightness is 500 nits or more 3) LED technology characteristic is brightness gets reduce over period of time hence to ensure optimum over longer period it is recommended to have brightness 500 nits or more	No change in existing terms and conditions of the RFP
65		To be Added in Specification	Functional and Technical Requirement	Haze 28% or More	1) As installation is at branches we recommend displays with higher 28% or more for better readability of screens. 2) As per industry standards in public area display are recommended with higher better clarity and readability. We request to consider this point and add in specification	No change in existing terms and conditions of the RFP
66		To be Added in Specification	Functional and Technical Requirement	Conformal Coating	1) Conformal Coating as it protects Display PCB from harmful environmental conditions like moisture, humidity and dust. 2) We request to consider this point and add in specification	No change in existing terms and conditions of the RFP

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
67	90	Product Line 2 / 7	Functional and Technical Requirement	Brightness (Nits)	500 nits or higher. 1) Request to change the brightness to min 500 nits or more. As installation is at branches which are well high brightness areas. 2) Also more over existing display being used by bank are 450 nits for digital signage applications recommended brightness is 500 nits or more 3) LED technology characteristic is brightness gets reduce over period of time hence to ensure optimum over longer period it is recommended to have brightness 500 nits or more	No change in existing terms and conditions of the RFP
68		To be Added in Specification	Functional and Technical Requirement	Haze 28% or More	1) As installation is at branches we recommend displays with higher 28% or more for better readability of screens. 2) As per industry standards in public area display are recommended with higher better clarity and readability. We request to consider this point and add in specification	No change in existing terms and conditions of the RFP
69		To be Added in Specification	Functional and Technical Requirement	Conformal Coating	1) Conformal Coating as it protects Display PCB from harmful environmental conditions like moisture, humidity and dust. 2) We request to consider this point and add in specification	No change in existing terms and conditions of the RFP
70		Important Dates	Important Dates	Earnesh Money Deposit (EMD)	Request to modigy for Rs.20,00,000/- Twenty Lakhs instead of Seventy Five Laks	No change in existing terms and conditions of the RFP

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
71	11	6. Contract Period	Contract Period	The successful bidder to whom contract is awarded has to provide resource/s at Bank's Mumbai / Vadodara / Hyderabad location.	Kindly share the complete list of branches to deploy the onsite engineer	Refer to the addendum for clarification. The list of locations where the installations of DSS units need to be done shall be shared with the successful bidder based on which the successful bidder can plan for the deployment of engineers as part of DSS Unit installation.
72	55	D. Pre Qualification Criteria	Eligibility Criteria	The Bidder and OEM should be ISO 9000:2000 certified organization	Kindly consider the ISO 9000:2015 , as it describes the fundamental concepts and principles of quality management which are universally applicable.	Refer Addendum for necessary clarification
73	15	A. Digital Signage Unit	Payment Terms	<input type="checkbox"/> 20% of total cost after one month of successful installation and satisfactory functioning of Digital Signage Unit.	After Installation against the submission of IR or email confirmation from branch.	No change in existing terms and conditions of the RFP
74	16	Digital Signage Solution	Payment Terms	50% of the license cost on delivery of Software Licenses plus applicable tax (wherever applicable) at actuals against Original delivery Challans duly stamped and signed by the Bank Official.	70% of the license cost on delivery of Software Licenses plus applicable tax (wherever applicable) at actuals against Original delivery Challans duly stamped and signed by the Bank Official.	No change in existing terms and conditions of the RFP
75	16	Digital Signage Solution	Payment Terms	30% of the license cost plus applicable tax (wherever applicable) after go-live sign off from the Bank. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative.	20% of the license cost plus applicable tax (wherever applicable) after go-live sign off from the Bank. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative.	No change in existing terms and conditions of the RFP

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
76	16	Digital Signage Solution	Payment Terms	20% of the license cost plus applicable tax (wherever applicable) after Go-Live closure signoff from the Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.	10% of the license cost plus applicable tax (wherever applicable) after Go-Live closure signoff from the Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.	No change in existing terms and conditions of the RFP
77		C Staging and Test Environment	Functional and Technical Requirement		will the bank want to host the entire system within the bank intranet	The entire system will be within Bank's Internal Network (LAN / WAN)
78		General Queries	General		Power/network requirement at the location of the installation will be provided by the bank	It will be Bank's responsibility to provide Power point and Network point required for DSS installation
79		General Queries	General		How are screens supposed to be mounted at Bank sites? (Ceiling mount, wall mount or in floor standee.)	Mounting of DSS unit at the end location shall be wall mounted only. In any exceptional scenario where stand mounting is required Bank shall take a call accordingly in consultation with the successful bidder.
80		General Queries	General		Creatives in the required aspect ration and resolution needs to be provided by bank	Providing of creatives will the responsibility of the Bank
81	54	Annexure 02 – Eligibility Criteria C Experience & Support Infrastructure 1	Eligibility Criteria	The Bidder must be in the business of providing Digital Signage System (DSS) in in India at least for the last 3 years.	The Bidder/OEM must be in the business of providing Digital Signage System (DSS)/ Large Format Display (LFD)/Interactive Flat Panel (IFP) in India at least for the last 3 years.	No change in existing terms and conditions of the RFP

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
82	54	Annexure 02 – Eligibility Criteria C Experience & Support Infrastructure 2	eligibility Criteria	<p>The bidder should have supplied & supported Digital Signage System (DSS) comprising of a Centralised Digital Signage Solution and Digital Signage Unit:</p> <p>a) -500- nos. of Digital Signage Units at End location to at least -1- Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Single order or combination of orders to single entity)</p> <p>OR</p> <p>b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Cumulative Orders)</p>	<p>The bidder/OEM should have supplied & supported Digital Signage System (DSS) comprising of a Centralised Digital Signage Solution and Digital Signage Unit/Large Format Display (LFD)/Interactive Flat Panel (IFP):</p> <p>a) -500- nos. of Digital Signage/Large Format Display (LFD)/Interactive Flat Panel (IFP) Units at End location to at least -1- Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Single order or combination of orders to single entity)</p> <p>OR</p> <p>b) -1000- nos. of Digital Signage/Large Format Display (LFD)/Interactive Flat Panel (IFP) Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Cumulative Orders)</p>	No change in existing terms and conditions of the RFP, however, refer addendum for a few modification

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
83	11	Resources required at Bank's Mumbai / Vadodara / Hyderabad location	Contract Period	The successful bidder to whom contract is awarded has to provide resource/s at Bank's Mumbai / Vadodara / Hyderabad location. The seating arrangement for the resources will be provided by the Bank. The said resource/s is / are required during the period of co and are meant for managing delivery, installation and maintenance of Digital Signage System in co-ordination with relevant stake holders. The resources will be re during the contract period in which the bidder is selected for supply, installation and maintenance of Digital Signage System, till deliveries, installations and maintenance are completed / performed for that particular contract. The working hours of the resources shall be as per Bank working hours.	The Price Bid mentions 2 resources, hope this is required in any one of the location either Mumbai/Vadodara/Hyderabad. Kindly confirm	Refer to the addendum for clarification. Resource shall be required at any one, two or all of the Bank locations namely Mumbai, Vadodara and Hyderabad, the details of which shall be shared with the successful bidder. The commercial sought as per the commercial bid is for 2 persons however the Bank shall have the discretion to avail additional onsite support services also and number of support engineers at person day cost given in the commercial.
84	70	Annexure 10	Letter of Undertaking from OEM	– Letter of Undertaking from OEM	OEM may prefer giving letter of undertaking in their own format. Trust this would be accepted.	No change in existing terms and conditions of the RFP
85	73	Delivery Installation and Support	Project Details and Scope of Work	Patches / IOS / OS / Firmware updating, any other up gradations etc. should be done by the bidder.	The scope doesn't mention about iOS, kindly clarify.	The updation pertains to the DSS unit and the media player supplied by the bidder. Hence the responsibility of such updation lies with the bidder in coordination with the Bank team.
86	83	Annexure 13 Functional and Technical Requirement	Functional and Technical Requirement	The Bidder shall only install or use cryptographic modules based on authoritative standards and reputable protocols .The Bidder shall implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Bidder shall implement or support encryption when data is transmitted, transported or delivered.	a) As this is only a DSS, where is encryption required to be implemented? We do not allow any customer access to the system. Please clarify	Refer to the addendum for clarification.
87	83	Web Server	Functional and Technical Requirement	The application should have the ability to support Apache, Netscape enterprise, Commerce server, Microsoft IIS, OHS or any equivalent web servers and accordingly license need to be factored.	We understand that the application should support any one of the mentioned webservers. Kindly confirm.	The Solution should support any one of the mentioned webservers

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
88	83	application Server	Functional and Technical Requirement	The application should support the application layer technologies like Java, C++, Netscape server application process interface, Internet server application process interface, etc. should be supported	Kindly elaborate for what this support is required	As per the functional requirement mentioned in the RFP
89	88	Integrated Digital Signage	Functional and Technical Requirement	Videos transmission between the server and the branch should be encrypted using SFTP	HTTPS Protocol are also available. Kindly confirm	Videos transmission between the server and the branch should be encrypted using SFTP, HTTPS or equivalent.
90	88	Media Player Processor:	Functional and Technical Requirement	Intel Pentium or above Graphics Processor Unit (GPU) Integrated GPU Internal Storage: 16 GB local storage or above. With SSD 128 GB Windows 11 professional 64 bit / Linux Windows 11 can be downgraded to Windows 10 and whenever bank is ready with Win 11 ISO, the same need to be upgraded to Windows 11. Need to provide supports for 5 years for Operating System with latest updates / patches. Latest Antivirus need to be provided and updated for 5 years for Operating System. Necessary Connectors for video & audio interfaces: RS232, RJ45, HDMI, USBs 5 Years Onsite ATS Support	This particular requirement limits the product/solution to specific OEM/Vendor. Android, Other OS based solutions are available and also used in other banks request to amend accordingly.	No change in existing terms and conditions of the RFP, however refer addendum for a few modifications
91	39	40	The bid submission by related parties	If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.	Bidder should be allowed to bid separately with two OEMs	No change in existing terms and conditions of the RFP, however, refer addendum for a few modification

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
92	55	Section B & C	Eligibility Criteria	B: Financial C: Experience & Support Infrastructure	Can consortium of three entities participate, namely Hardware OEM, Software OEM and Financial Partner? In such case, will the financial eligibility of Financial partner acknowledged, while experience of hardware and software partners accepted?	No change in existing terms and conditions of the RFP
93	74	Section IV. Content Display	Project Details and Scope of Work	The supplied system should be capable of displaying multiple and standard formats of video, images and graphics like but not limited to MP4, AVI, MKV, FLV, MOV, PPT, PPTX, PDF, jpg, jpeg, png, BMP, TIFF etc.	Given that TIFF is a less common format for digital signage, could the Bank clarify if displaying TIFF files is a mandatory requirement, or if converting TIFF files to more standard formats like JPG or PNG is acceptable?	Refer to the addendum for clarifications (TIFF is not mandatory)
94	16	16.A.a	Payment Terms	SNR more than 60 days. The vendor will be paid after 60 days.	Site not ready...Is incumbent on the Bank. The vendors and OEMs payments cannot be held up to 2 months for this delay. Please note your payment terms are 30 day+ from invoicing. This will result in more than 100 days for payment receipt from the date of hardware procured. Please stick to max of 30 days post Delivery to bill the balance amount bill.	No change in existing terms and conditions of the RFP
95	16	16.A.a	Payment Terms	10% Hardware cost held back till warranty period.	OEMS take 100% in advance. This clause is largely unfair on the vendor to finance for a competitive bid like this. Request it to be reconsidered and pay this with the 20% within a month of installation	No change in existing terms and conditions of the RFP
96	80	Annexure 13 –A-Point no 4	Functional and Technical Requirement	Single Sign-On (SSO) integration with Active Directory is required.	Can you please clarify the specific authentication protocols or standards that should be supported (e.g., SAML, OAuth, etc.)?	Shall be provided to the successful bidder

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
97	80	Annexure 13 – A-Point no 5	Functional and Technical Requirement	The solution needs to be platform agnostic to support various hardware setups.	Can you share more information on the range of hardware already deployed or expected to be supported, particularly if specific compatibility certifications are required for any brands or models?	Shall be provided to the successful bidder
98	80	Annexure 13 –A- Point no 7	Functional and Technical Requirement	Scalable to support increased requirements of the Bank	Do you have any projections or estimates for the future expansion (in terms of the number of digital signage units) which would be helpful for us to plan for scalability	Refer to the addendum for clarifications
99	80	Annexure 13 –A- Point no 10	Functional and Technical Requirement	Solution architecture has the capability to be configured in active-active mode	Are there any specific load-balancing mechanisms or technologies that the Bank prefers or currently uses that the solution should integrate with.	Bank has Industry standard software and hardware load balancers. The solution must be capable to support both.
100	80	Annexure 13 –B- Point no 1	Functional and Technical Requirement	Ability to support for pooling multiple database connections when the load on the application increases	Is there a minimum or recommended number of concurrent connections that the solution should handle?	Bidder has to decide and factor the active concurrent connections created by database during operation according to the number provided by Bank to the successful bidder.
101	80	Annexure 13 –B- Point no 2	Functional and Technical Requirement	Ability of the database to support clustering. Indicate the number of clusters that can be configured.	Please provide more details on whether an existing database clustering infrastructure is in place, or if we have to propose and implement a new clustering solution?	Each layer (such as app, db) must contain redundancy and remain highly available
102	80	Annexure 13 –B- Point no 3	Functional and Technical Requirement	Ability of the database to support central storage of data with multiple instances of the database	Will the Bank provide the hardware for SAN/NAS storage, or is it the responsibility of ours to include this in the proposal?	Bank prefers SAN and NAS. Anything else, bidder has to facilitate. Bank will provide the necessary SAN / NAS required. The solution must support all industry supported hardwares.
103	81	Annexure 13 –B- Point no 4	Functional and Technical Requirement	The RFP states that the database utilization should remain below 70%.	Is there a performance benchmark or existing database metrics that we can use to estimate and propose the required infrastructure?	Bank will not be sharing any benchmark reference of other application. The bidder must draw the reference from already implemented similar set up

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

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104	81	Annexure 13 –G- Point no 2	Functional and Technical Requirement	Should be able to install on UNIX and Windows flavor of Operating systems.	Could you clarify whether there is flexibility in deploying the solution on Windows OS? Additionally, are there specific use cases where UNIX-based deployment is mandatory. Can we propose a Windows-only solution if it meets the technical requirements?	The solution can be deployed on the latest supported version of either Windows or UNIX (including LINUX) platform.
105	83	Annexure 13 –H- Point no 5	Functional and Technical Requirement	Support standard queuing engines (IBM MQ, MSMQ, Weblogic etc.) and license requirement needs to be defined like Standard / Enterprise	Regarding license requirements for these engines, should we assume Standard or Enterprise licenses for queuing engine solutions, or will the Bank provide specific guidance on this based on its existing infrastructure?	The licensing being defined should be based on the proposed solution requirement
106	49	65.5	Guidelines and E-tendering Instructions	The charges payable to GEM by the bidder.	The GEM fee charged is on total bid value to the selected vendor. If the bank does not meet the full value of the bid then the seller will end up paying a lot more in fee. The bank must commit to a minimum 75% of the total bid value or reciprocate in a manner that addresses this cost should they fall short of the expected bid value in execution.	No change in existing terms and conditions of the RFP
107	12		Delivery	System Delivery in 6 weeks	Will not be possible as there are customisations requested in the bid. And the hosting and approvals will take 4-6 alone.	No change in existing terms and conditions of the RFP, however, refer addendum for a few modification
108	14		Warranty	Full replacement	Multi media players come with only 1 year warranty. Full replacement will need to be paid for any significant failures by the bank after the warranty period.	No change in existing terms and conditions of the RFP. Multi Media Player to be supplied by the bidder as part of the solution shall not be purchased by the Bank however the Bank will only be paying the Multi Media Player rental cost to the successful bidder during the period of contract.
109	17		Payment Terms	Recurring ATS	Recurring ATS should be paid end of every month of service and not more than 3 months of service.	No change in existing terms and conditions of the RFP

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
110	22		Performance Guarantee	Performance guarantee	Performance guarantee of 3% is very high as the over all project margins will be very thin on account of huge hardware costs. PG should be 1%.	No change in existing terms and conditions of the RFP
111	87		Functional and Technical Requirement	Windows media player	Any particular OEM?	No particular preference of OEM from Bank end
112	21	Turnover	Eligibility Criteria	AVG Turnover of 12 Crore for last 3 Years	Can you please make it to 7 Crore	No change in existing terms and conditions of the RFP
113	10	4. Infrastructure	Infrastructure	The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.	Does the scope of this tender cover international branches (Bank Branches outside the Indian border) for supply and enablement of digital signage services from the vendor?	Scope of supplying , installing and maintaining of DSS units is restricted to domestic segment only however the license of the centralised Digital Signage Solution should be enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
114	53	Annexure 2.B.1	Eligibility Criteria	<p>The Bidder must have registered average annual turnover of Rs. 25 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021- 22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p><u>Below clause is applicable for MSE / Start-ups:</u> The Bidder must have registered average annual turnover of Rs. 12 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021- 22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>	<p>The Bidder or its Group/ Parent company must have registered average annual turnover of Rs. 25 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021-22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p><u>Below clause is applicable for MSE / Start-ups:</u> The Bidder must have registered average annual turnover of Rs. 12 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021-22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>	No change in existing terms and conditions of the RFP

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
115	54	Annexure 2.B.2	Eligibility Criteria	<p>The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – FY 2021- 22 & 2022-23 & 2023-24*.</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>* If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>	<p>The Bidder or its Group/ Parent company must be Net profit making entity continuously for the last three years i.e. financial years – FY 2021- 22 & 2022-23 & 2023-24*.</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>* If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>	No change in existing terms and conditions of the RFP

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
116	54	Annexure 2.C.2	Eligibility Criteria	<p>"The bidder should have supplied & supported Digital Signage System (DSS) comprising of a Centralised Digital Signage Solution and Digital Signage Unit:</p> <p>a) -500- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Single order or combination of orders to single entity)</p> <p>OR</p> <p>b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Cumulative Orders)"</p>	<p>In order to maximise bid participation(Specially from MSMEs), we recommend the eligibility criteria to be modified as per below:</p> <p>"The bidder should have supplied & supported Digital Signage System (DSS) comprising of a Centralised Digital Signage Solution OR Digital Signage Unit:</p> <p>a) -500- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways/Private Organizations in India in the last 2 years from the RFP date (Single order or combination of orders to single entity)</p> <p>OR</p> <p>b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways/Private Organizations in India in the last 2 years from the RFP date (Cumulative Orders)"</p>	Refer addendum for necessary clarification
117	72	Annexure 12 - Summary	Project Details and Scope of Work	The Bidder should integrate the Digital Signage System with Bank's existing Network Management Systems and also follow all network and security level protocol	Clarification Needed - Need more details of the integration.	Clarifications / details shall be provided to the successful bidder
118	73	Annexure 12.II.b	Project Details and Scope of Work	The bidder shall be responsible for mounting the display at each branch / office either as wall-mounting if wall space is available or stand mounting. All accessories have to be provided by the bidder.	Request to please share the information of sites where stand mounted TVs are required. Should the bidder consider site survey also as a scope of deliverable?	Mounting of DSS unit at the end location shall be wall mounted only. In any exceptional scenario where stand mounting is required Bank shall take a call accordingly in consultation with the successful bidder.

Pre-Bid Queries - RFP - Selection of vendor for Supply, Installation and Maintenance of Digital Signage System (DSS)

Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
119	74	Annexure 12.II.m	Project Details and Scope of Work	Maker checker functionality should be available to upload the contents along with audit trail	Clarification Needed - Need elaboration on the maker/check configurations w.r.to. this is needed on which all functionalities?	Refer annexure 12 Project Details and Scope of Work
120	80	Annexure 13.A.A.13	Functional and Technical Requirement	Application supports database and OS level clustering	Is Clustering mandatory database & OS? or would Master-Slave concept work?	Each layer (such as app,db) must contain redundancy and remain highly available
121	80	Annexure 13.A.B.2	Functional and Technical Requirement	Ability of the database to support clustering. Indicate the number of clusters that can be configured.	Is Clustering mandatory database & OS? or would Master-Slave concept work?	Each layer (such as app,db) must contain redundancy and remain highly available.
122	81	Annexure 13.A.B.5	Functional and Technical Requirement	Ability to support online replication	Clarification Needed - What is Online replication ? is it an imaging of the system? Need clarification	Online sync/ replication means, the solution must be capable to have sync between DC and DR systems as part of BCP configuration.
123	81	Annexure 13.A.B.6	Functional and Technical Requirement	Ability to implement SAN / NAS for data storage in the architecture	Is SAN/NAS mandatory for data storage? What in case the server technology used in the architecture is specific DB technologies (e.g. Postgress) where NAS/SAN is not required for data storage? Please clarify.	Bank prefers SAN and NAS. Anything else, bidder has to facilitate. Bank will provide the necessary SAN / NAS required. The solution must support all industry supported hardwares.
124	82	Annexure 13.A.F.1	Functional and Technical Requirement	All modules in the system are fully integrated and provide online processing, real time updates and batch processing	What is Batch Processing in the context of Interfaces? Is it content delivery ?	Refer to the addendum for clarification. Batch Processing is related to the content to be delivered
125	83	Annexure 13.A.F.5	Functional and Technical Requirement	Availability of application interface APIs on Unix and Windows platforms	What applications are referred here ? Are these server accessibility ?	The application means the solution. The solution interface APIs should support both on unix (including linux) and windows.
126	84	Annexure 13.A.J.3	Functional and Technical Requirement	Generation / transmission of email and sms alerts / advices at various stages	Which service provider to be used for email and SMS? Will BOB provide services and licenses for on-premise infrastructure? Please also define which triggers are required?	The proposed solution must be able to intergrate the existing Email / SMS services deployed in Bank. The required shall be shared with the successful bidder.The alerts have to be configured as per the Bank's requirement.
127	85	Annexure 13.A.L.3	Functional and Technical Requirement	Add/modify/delete/combine content in any of the file formats which results in audio, video, graphical or text format (this includes pdf, word, ppt, media files, etc)	Clarification Needed - Please elaborate in detail what is the functionality sought as per this point?	As per the functional requirement mentioned in the RFP

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
128	86	Annexure 13.A.O.3	Functional and Technical Requirement	Bandwidth utilization report for upload and download of video files. These reports can be Daily/Weekly/Periodic.	Clarification Needed - Will BOB provide access to their network configurations and intranet bandwidth utilisation to the Digital Signage software?	The bidder must provide the details on the bandwidth utilization needed according to the files required for upload and download. However Bank will not be providing any N/W configuration access to the bidder.
129	89, 90	Annexure 13.B.I.15 / Annexure 13.B.II.15	Functional and Technical Requirement	Supports Bluetooth Technology - Yes	Commercial Grade Displays do not come with Bluetooth interactivity. Kindly remove this point.	No change in existing terms and conditions of the RFP
130	89, 90	Annexure 13.B.I.18 / Annexure 13.B.II.18	Functional and Technical Requirement	Remote Control Type - IR, Bluetooth	Commercial Grade Displays do not come with Bluetooth interactivity. Kindly remove this point.	No change in existing terms and conditions of the RFP
131	89, 91	Annexure 13.B.I.22 / Annexure 13.B.II.22	Functional and Technical Requirement	Manufacturer Certification (For the model and make quoted) - Mandatory certifications required UL, BIS, FCC, Energy Star, ISO 14000. For Products classified under MII Category - Only BIS, Energy Star and ISO 14000 Certification is mandatory.	For Indian Market (MII) - Only UL, BIS and ISO 14000 is mandatory certification. Request you to please remove Energy Star certification from the specifications.	No change in existing terms and conditions of the RFP
132	89, 91	Annexure 13.B.I.23 / Annexure 13.B.II.23	Functional and Technical Requirement	Energy Star Rating - Energy Star 5.0 or Above	Energy star rating is available in the Consumer-grade displays not in Commercial-grade displays. All requisite certifications regarding the display is already asked in tender. Hence, please remove this clause.	No change in existing terms and conditions of the RFP
133	Page 10	4. Infrastructure	Infrastructure	Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement	The server for DSS will be provided by the bank and the same setup of DC DR will be provisioned by the bank along with the firewall and information security requirement.	The server and related infrastructure will be provided by the Bank however the responsibility of providing details of the same lies with the bidder as per the RFP terms and conditions

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
134	Page 11	6. Contract period	Contract Period	Under Resources required at Bank's Mumbai / Vadodara / Hyderabad location	Resource required will be at Mumbai / Vadodara / Hyderabad. Does this mean we can position resource at either of location or at all the location. Also price bid mentions resource quantity to be 2 and both will be positioned in bank premises?	Resource shall be required at any one, two or all of the Bank locations namely Mumbai, Vadodara and Hyderabad, the details of which shall be shared with the successful bidder. The commercial sought as per the commercial bid is for 2 persons however the Bank shall have the discretion to avail additional onsite support services also and number of support engineers at person day cost given in the commercial.
135	Page 13	11. Installation	Installation	Bidder will have to install the Hardware/s and make it operational as per the defined scope of work within a period of 1 week from the day of receiving intimation from the Bank and hand it over to the Bank for acceptance testing on the same day of installation and making the hardware operational.	Delivery and installation to happen in 7 days from banks intimation is too short period for tier 2 cities and remote areas. We request you to modify the same to 2 – 3 weeks with exclusion with regards to natural calamities or riots or strikes any unforeseen circumstance. This should be considered as 5 weeks as per timeline mentioned on Page 12 of delivery clause.	Refer addendum for necessary clarification
136	Page 15	16. Payment Terms	Payment Terms	SNR (Site Not Ready) case - Wherever installation could not be carried out by the successful bidder due to the Bank dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful bidder has to give an undertaking to complete installation within a week of being informed that the site is ready. Payment of 20% of the total cost after two months on delivery of Digital Signage Unit.	it mentions that 20% payment terms in case of site not ready post 60days of delivery. Kindly confirm if payment will be released on 60th day post delivery or it will be additional processing days post 60days of delivery. We also would like to incorporate that the engineer to visit once only after delivery for installation as this will be cost. Adding multiple visit will be cost to the bank if multiple visit are incorporated in the price bid for all the displays.	No change in existing terms and conditions of the RFP

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
137	Page 19	19. Escrow Mechanism (Applicable for perpetual licenses)	Escrow Mechanism (Applicable For Perpetual Licenses)	Under Escrow Mechanism clause it is mentioned that Costs for the Escrow will be borne by the Bidder.	Costs for the Escrow will be borne by the Bidder. Kindly confirm on the agents approved by the bank so we can align ourself to either of the agents and provide cost estimate.	The necessary details will be shared with the successful bidder.
138	Page 19	20. Additional Requirement	Escrow Mechanism (Applicable For Perpetual Licenses)	Under 20. Additional Requirement the VAPT need to be conducted by successful bidder and Bank at periodic intervals during the contract period. The cost for VAPT carried out at bidder's end shall be borne by the bidder only.	Kindly confirm on the frequency of VAPT testing to be done so the cost to be incorporated in the setup. Also we suggest to incorporate man days of software development as the modification arising in later years due to any circumstances cannot be foreseen at the moment. Bidder and bank can collectively arrive at common man days for modification and Bank to pay the modification charges.	No change in existing terms and conditions of the RFP. Any additional details required will be shared with the successful bidder.
139	Page 55	Point D Other in Eligibility Criteria	Eligibility Criteria	The Bidder and OEM should be ISO 9000:2000 certified organization	The Bidder and OEM should be ISO 9000:2000 certified organization. Kindly confirm if ISO 9001 : 2015 eligible in the mentioned clause.	Refer Addendum for necessary clarification
140	Page 72	Annexure 12 Point 1 General sub section- h	Project Details and Scope of Work	Must ensure before delivery that the Operating System is hardened to block the services which are not required. The bidder should have necessary controls in the Digital Signage System to prevent any cyber-attacks (like ransom ware, virus attack etc.)	Operating system must be hardened to block the services. Kindly provide with the detailed guidelines of banks IS policy along with preferred make of antivirus to incorporate in the bid.	The necessary details will be shared with the successful bidder. Refer to the addendum for clarification. It will be Bank's responsibility to provide the Antivirus
141	Page 73	Annexure 12 Point 2 Delivery and Support sub section - b	Project Details and Scope of Work	The bidder shall be responsible for mounting the display at each branch / office either as wall-mounting if wall space is available or stand mounting. All accessories have to be provided by the bidder.	The bidder shall be responsible for mounting the display at each branch / office either as wall-mounting if wall space is available or stand mounting. We request bank to provide the clear indication of quantity to be floor or ceiling mounted in the price bid to avoid over budgeting in the scope. We also suggest to have additional line item with RO of ceiling mount or floor mounting of the displays	Mounting of DSS unit at the end location shall be wall mounted only. In any exceptional scenario where stand mounting is required Bank shall take a call accordingly in consultation with the successful bidder.

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
142	Page 73	Annexure 12 Point 2 Delivery and Support sub section - d	Project Details and Scope of Work	The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to de-install the equipment, pack the equipment along with other accessories and hand it over to Bank for transport. Further the bidder shall re install and maintain the same at the shifted location. Bank will bear the transportation & transit insurance cost only in respect of shifting for already installed devices and all other costs need to be borne by the bidder. The Warranty of the equipment will continue from the new location as the case may be and the bidder needs to provide service & support of the same from the new location.	Shifting of display will be covered under additional cost which is provided under Need Basis Services.	Please refer to the RFP for necessary details
143	Page 86	Point P connectivity	Functional and Technical Requirement	Capability of the Digital Signage Solution to work in Bank's WAN. Content pushing is only through Bank's WAN from the Central server	Capability of the Digital Signage Solution to work in Bank's WAN. Kindly confirm if the cabling from the network switch of the bank at branch level to the display unit will be under bidder or banks scope ? Also confirm the timeline to have a network port available in case all the existing ports are utilised by the banks hardware.	Cabling at the branch level will be the responsibility of the Bank.
144	Page 88	Point B. Technical Requirement of the Digital Signage Unit	Functional and Technical Requirement	Brightness (Nits) 350 Nits or higher	Brightness to be increased from 350 nits to 450nits or more as some branch may have high light source. Also with time the brightness of display reduces and with the ROI for bank, it is highly recommended to use 450nits or above as the standard brightness for both the units.	No change in existing terms and conditions of the RFP

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
145	Page 88	Point B. Technical Requirement of the Digital Signage Unit	Functional and Technical Requirement	We recommend to add	Haze 28% or More: 1) As installation is at branches we recomand disaplays with higher 28% or mor for better readability of screens. 2) As per industry standards in public area display are recommanded with higher better clarity and readability. We request to consider this point and add in specification	No change in existing terms and conditions of the RFP
146	Page 88	Point B. Technical Requirement of the Digital Signage Unit	Functional and Technical Requirement	We recommend to add	Conformal Coating: Conformal Coating as it protects Display PCB from harmful environmental conditions like moisture, humidity and dust. We request to consider this point and add in specification	No change in existing terms and conditions of the RFP
147	Page 92	Annexure 14 – Service Levels	Service Levels	A. Digital Signage Solution (Installed at the centralised location (DC & DR)).	Vendor should have 24x7x365 Management, escalation and resolution infrastructure Does this include the resource that are stationed at bank premise or bidder needs to setup the arrangement at their premise in case the positioned resource is on leave.	Please refer to the RFP Terms & Condiitions
148	Page 93	Annexure 14 – Service Levels	Service Levels	B. Digital Signage Unit (Installed at the end Location)	Also confirm if the 2 resource requested by the bank will be on rotational basis to fulfil 12x7x365 availability of Digital signage unit	Refer addendum for clarification.
149	Page 95	Annexure 15 – Masked Commercial Bid	Masked Commercial Bid	Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. including GST. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	We would like to inform that the GST levied on display is 28% so we request you to kindly modify the same. Also, Point h in terms and condition of price bid. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. including GST. We suggest to quote for price excluding GST and any changes in GST to be transferred to bank.	No change in existing terms and conditions of the RFP

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
150	Page 12	9. Delivery	Delivery	<p>The End to End Digital Signage System comprising of a Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and Digital Signage Unit installed at the end locations must be implemented and delivered as per the Project Details and Scope of Work detailed in Annexure 12 and Functional and Technical Requirement detailed in Annexure 13 within 6 weeks from the date of acceptance of purchase order placed by the Bank. The said timelines of 6 weeks shall include Data gathering, development / customization (if any), UAT testing, Production movement of the Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and also the delivery of Digital Signage Unit at the Bank End locations. Delivery of any Digital Signage Unit for orders placed separately shall adhere to the same delivery timeline of 6 weeks from the date of acceptance of purchase order placed by the Bank.</p>	<p>Requesting bank to Amend this clause as below:- The End to End Digital Signage System comprising of a Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and Digital Signage Unit installed at the end locations must be implemented and delivered as per the Project Details and Scope of Work detailed in Annexure 12 and Functional and Technical Requirement detailed in Annexure 13 within 12 weeks from the date of acceptance of purchase order placed by the Bank. The said timelines of 12 weeks shall include Data gathering, development / customization (if any), UAT testing, Production movement of the Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and also the delivery of Digital Signage Unit at the Bank End locations. Delivery of any Digital Signage Unit for orders placed separately shall adhere to the same delivery timeline of 12 weeks from the date of acceptance of purchase order placed by the Bank.</p>	<p>Refer Addendum for necessary clarification</p>

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
151	Page 13	11. Installation	Installation	Installation of Digital Signage Unit along with other components (like Multi Media Player etc.) at Bank's end location for which order is placed, including unpacking of cartons / boxes, will be the responsibility of the successful bidder. Bidder will have to install the Hardware/s and make it operational as per the defined scope of work within a period of 1 week from the day of receiving intimation from the Bank and hand it over to the Bank for acceptance testing on the same day of installation and making the hardware operational. Successful bidder has to submit successful installation report duly signed by Bank official and installation engineer to the Bank	Requesting bank to Amend this clause as below:- Installation of Digital Signage Unit along with other components (like Multi Media Player etc.) at Bank's end location for which order is placed, including unpacking of cartons / boxes, will be the responsibility of the successful bidder. Bidder will have to install the Hardware/s and make it operational as per the defined scope of work within a period of 4 week from the day of receiving intimation from the Bank and hand it over to the Bank for acceptance testing on the same day of installation and making the hardware operational. Successful bidder has to submit successful installation report duly signed by Bank official and installation engineer to the Bank	Refer Addendum for necessary clarification

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
152	Page 15	16. Payment Terms	Payment Terms	<p>· 70% of the total cost on delivery of Digital Signage Unit plus 100% of GST at actuals. The required documents to be provided along with original invoice: ØOriginal delivery Challans dully signed by the Bank Official (Bank stamp also would be required). · 20% of total cost after one month of successful installation and satisfactory functioning of Digital Signage Unit. ØOriginal Installation Report duly signed by the Bank Official (Bank stamp also would be required) along with the signature of the Field Engineer of bidder · Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 18 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.</p>	<p>Requesting bank to Amend this clause as below:- · 80% of the total cost on delivery of Digital Signage Unit plus 100% of GST at actuals. The required documents to be provided along with original invoice: ØOriginal / Softcopy of delivery Challans dully signed by the Bank Official (Bank stamp also would be required). · 15% of total cost after one month of successful installation and satisfactory functioning of Digital Signage Unit. ØOriginal / Softcopy of Installation Report duly signed by the Bank Official (Bank stamp also would be required) along with the signature of the Field Engineer of bidder · Balance amount of 5% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 18 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months. Note: As per the amendment in General Financial Rules, 2017 — Rule 171(i) Performance Security Regarding in respect of procurement only of</p>	<p>No change in existing terms and conditions of the RFP</p>

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
153	Page 54 & 55	Annexure 02 – Eligibility Criteria / C Experience & Support Infrastructure	Eligibility Criteria	a) -500- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Single order or combination of orders to single entity) OR b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Cumulative Orders)	Requesting bank to Amend this clause as below:- a) -500- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 3 years from the RFP date or During last 2 FY as on 31st Mar 2024 (Single order or combination of orders to single entity) OR b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 3 years from the RFP date or During last 2 FY as on 31st Mar 2024 (Cumulative Orders)	Refer addendum for necessary clarification
154	Page 87	Annexure 13 – Functional and Technical Requirement / A. Functional and Technical Requirement of the Digital Signage Solution:	Functional and Technical Requirement	U. External Media Player (To be part of the Digital Signage\ Solution)	Requesting bank to Amend this clause as below:- Media play can be in-built or external. However, it is clarified that associated cables and other accessories for successful installation and working of the display units as Digital Signages at the Branches/Offices and Server workstation including the ports at central location is responsibility of the Bidder. Note: 1.With the current technology there are various option of professional displays coming with integrated options. 2.Even the cost also may come down if it is kept as Internal/External option. 3.If integrated is included it will reduce additional plug provision, reduce excess wiring etc. also maintenance.	No change in existing terms and conditions of the RFP

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
155	Page 89 & 90	Annexure 13 – Functional and Technical Requirement / B. Technical Requirement of the Digital Signage Unit / I. Product Line 1 & 2	Functional and Technical Requirement	18. Remote Control Type: IR, Bluetooth	18 Remote Control Type IR / Bluetooth	No change in existing terms and conditions of the RFP
156	Page 89 & 91	Annexure 13 – Functional and Technical Requirement / B. Technical Requirement of the Digital Signage Unit / I. Product Line 1 & 2	Functional and Technical Requirement	28. Connectivity (Input / Number of HDMI Ports : USB, Built-in HDMI or VGA,DVI-- D,DP,AUDIO, Ethernet, VGA,	28. Connectivity (Input / Number of HDMI Ports : USB, Built-in HDMI, Ethernet	Refer to the addendum for clarification.
157	2	Important Dates	Important Dates	Earnest Money Deposit (EMD) - Rs. 75 Lakh (Rupees Seventy Five Lakh only)	This seems about 7% to 8% of the bid value, which seems extraordinarily high. Typical EMD would range around 1% to 2% of bid value.	No change in existing terms and conditions of the RFP
158	55	Annexure 02 , Section D, Point 1	Eligibility Criteria	One bidder can bid only with one OEM and similarly one OEM can bid only with one bidder but both cannot bid. (OEM here would be both the Centralised Digital Signage Solution and Digital Signage Unit)	Please clarify if this means the Signage software and the hardware should be from the same OEM? Or hardware and software can be from separate OEMs?	Refer Addendum for necessary clarification. Hardware and software can be from same or separate OEMs. The said eligibility clause shall be individually and separately applicable on the hardware (Digital Signage Unit) and Software (Digital Signage Solution)
159	55	Annexure 02 , Section D, Point 5	Eligibility Criteria	The Bidder and OEM should be ISO 9000:2000 certified organization	We have ISO:9001:2015 which is the most current and more detailed ISO certification. Please confirm this is acceptable.	Refer Addendum for necessary clarification.
160	72	Annexure 12, I. General, Para a)	Project Details and Scope of Work	Only licensed copies of software shall be supplied and ported as part of the overall Digital Signage System. The bidder shall grant an enterprise wide perpetual level license to the Bank to use the solution. Further, all software / hardware supplied shall be of latest version / model available in the market.	Do this mean to say that the bank should be able to connect as many screens as it wants without incurring additional software cost for screen client software licenses beyond the initial 2000 screens?	Bank should be able to connect as many screens as it wants without incurring additional software cost for screen client software licenses beyond the initial 2000 screens. Refer to the addendum for clarifications

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
161	73	Annexure 12, II. Delivery Installation and Support, Para g)	Project Details and Scope of Work	The bidder should have full-fledged development and support center in India. Bidder should be well-equipped and provide 12x7x365 support to the Bank for the equipment's / devices (Digital Signage Unit, Multi Media Player etc.) installed at the end locations and provide 24x7x365 support to the Bank for the Digital Signage Solution installed at the centralised location (DC & DR).	Why the does the bank need 24X7X365 support for a non-banking solution like Digital signage which is non-transactional and secondly will only be running 8 to 10 hours a day on work days.	No change in existing terms and conditions of the RFP
162		Annexure 12, IV. Content Display, Para a)	Project Details and Scope of Work	The supplied system should be capable of displaying multiple and standard formats of video, images and graphics like but not limited to MP4, AVI, MKV, FLV, MOV, PPT, PPTX, PDF, jpg, jpeg, png, BMP, TIFF etc.	FLV is outdated and discontinued and most importantly considered a security vulnerability. Request to remove FLV.	Refer to the addendum for clarifications (FLV is not mandatory)
163	78	Annexure 12, IX. Preventive Maintenance – Half Yearly mandatory visit, para a)	Project Details and Scope of Work	Bidder shall carry out preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of equipment) at least once in Half Year for the entire period of contract to ensure that the equipment is in efficient running condition. Reports for the same must be submitted to Bank and also present in the Bank portal so that the same can be monitored upon.	The equipment is a screen a fully electronic equipment not requiring preventive maintenance. This clause will only drive up the cost of ownership for the bank by forcing 2000 physical visits half yearly. We request this clause be removed.	No change in existing terms and conditions of the RFP

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Sr. No.	Page #	Point / Section #	Category (Scope / Commercial / Legal / General)	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
164	87	Annexure 13, Section U: External Media Player (To be part of the Digital Signage Solution)	Functional and Technical Requirement	<p>Media Player Processor:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Intel Pentium or above <input type="checkbox"/> Graphics Processor Unit (GPU) – Integrated GPU <input type="checkbox"/> Internal Storage: 16 GB local storage or above. <input type="checkbox"/> With SSD 128 GB <input type="checkbox"/> Windows 11 professional 64 bit / Linux <input type="checkbox"/> Windows 11 can be downgraded to Windows 10 and whenever bank is ready with Win 11 ISO, the same need to be upgraded to Windows 11. Need to provide supports for 5 years for Operating System with latest updates / patches. <input type="checkbox"/> Latest Antivirus need to be provided and updated for 5 years for Operating System. <input type="checkbox"/> Necessary Connectors for video & audio interfaces: RS232, RJ45, HDMI, USBs <input type="checkbox"/> 5 Years Onsite ATS Support <p>Software Compatibility :</p> <ul style="list-style-type: none"> <input type="checkbox"/> Content Management Software should be compatible <input type="checkbox"/> Control and Monitoring Software should be compatible 	<p>This is a huge overkill driving up the TCO by more than Rs. 5 Crore. We request the bank to allow System on Chip or (SOC) solution. Using external media player is not only expensive but also more likely to fail, it is outdated while the whole world has moved to SOC solutions for Digital Signage due to significant advantages available with SOC based solution. The hardware is more reliable in SOC, less vulnerable, lower cost, higher uptimes, lesser points of failures etc.</p> <p>Also does this mean a System Integrator Bidder who is not an OEM for any of the hardware or software has to provide 3 OEM certificates?</p> <ol style="list-style-type: none"> 1. Screen Manufacturer 2. Media Player 3. Software 	<p>No change in existing terms and conditions of the RFP, however refer addendum for a few modifications.</p> <p>If the bidder is not an OEM of any of the product line items then OEM certificates of all the different product line items need to be provided as part of the RFP Terms & Conditions.</p>
165	88	Annexure 13, B. Technical Requirement of the Digital Signage Unit, Point 7	Functional and Technical Requirement	Brightness (Nits) 350 Nits or higher	Since the aim of digital signage is to have bright and attractive displays, and given that banks have bright lights, it is advisable to have digital displays with brightness of 500 Nits or higher for both 55" and 43" screens.	No change in existing terms and conditions of the RFP
166	126	Annexure 23 - GOI Guidelines with Model wise classification, Model wise classification of Product Compliance Sheet:	GOI Guidelines with Model wise classification	Digital Signage Unit (55 Inches), Digital Signage Unit (43 Inches)	Does this mean there is no requirement for MII clause for Media Player and Software? If yes then why so, they are also a part for the solutioning?	Refer to the addendum for clarification.
167	21	Turnover	Eligibility Criteria	AVG Turnover of 12 Crore for last 3 Years	Can you please make it to 5.5 Crore	No change in existing terms and conditions of the RFP


[A] Important Dates:

#	Particulars	Timeline
1	Last Date & Time of Submission of bids	3.00 PM on 29th Oct 2024 GeM (Online)
2	Eligibility Cum Technical Bid Opening Date	3:30 PM on 29th Oct 2024 GeM (Online)

Clause in RFP

S#	Existing Clause	Modifications / Relaxation
1	<p>4. Infrastructure</p> <p>.....</p> <p>.....</p> <p>The Bidder is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Annexure 12 – Project Details and Scope of Work. The Bank is not responsible for any assumption made by the Bidder with respect to the sizing.</p> <p>.....</p> <p>.....</p>	<p>4. Infrastructure</p> <p>.....</p> <p>.....</p> <p>The Bidder is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Annexure 12 – Project Details and Scope of Work.</p> <p>It will be Bank's responsibility to provide the Server, Related Hardware Infrastructure (like Load Balancer, SAN / NAS, NW Switch etc.), Operating system and Database required for implementation of Centralised Digital Signage Solution hosted at DC / DR. Providing Antivirus software for Media Player and Servers will be the responsibility of the Bank. However the responsibility of providing details of the required infrastructure and software lies with the bidder as per the RFP terms and conditions.</p> <p>Successful Bidder has to co-ordinate and co-operate with the managed service provider of the Bank during the first time installation of Antivirus in the Media Player at the End location and the Server at the centralised location. Thereafter, the successful bidder needs to ensure resolution of antivirus related issues in co-ordination with the Bank's Managed</p>

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S#	Existing Clause	Modifications / Relaxation
		<p>Service Provider.</p> <p>Providing Operating System for the Media Player will be the responsibility of the bidder.</p> <p>The Bank is not responsible for any assumption made by the Bidder with respect to the sizing.</p> <p>.....</p> <p>.....</p>
2	<p>6. Contract period</p> <p>.....</p> <p>.....</p> <p>The payment will be released as per the defined Payment Terms on actual basis of devices supplied, installed and maintained against purchase order placed by the Bank.</p> <p>Resources required at Bank's Mumbai / Vadodara / Hyderabad location</p> <p>.....</p> <p>.....</p> <p>The working hours of the resource/s shall be as per Bank working hours.</p>	<p>6. Contract period</p> <p>.....</p> <p>.....</p> <p>The payment will be released as per the defined Payment Terms on actual basis of devices supplied, installed and maintained against purchase order placed by the Bank.</p> <p>Resources required at Bank's Mumbai / Vadodara / Hyderabad location</p> <p>.....</p> <p>.....</p> <p>The working hours of the resource/s shall be 8 am to 8 pm as per Bank / Branch working days. However Bank based on the field / business requirement may modify / change the work timings which should be adhered by the successful bidder during the period of contract.</p> <p>Resource shall be required at any one, two or all of the Bank locations namely Mumbai, Vadodara and Hyderabad, the details of which shall be shared with the successful bidder.</p> <p>The commercial sought as per the commercial bid is for 2 persons however the Bank shall have the discretion to avail additional / less onsite support resources during the period of contract and the number of onsite support resources availed by the Bank shall be calculated at person day cost given in the commercial.</p>
3	<p>9. Delivery</p> <p>.....</p>	<p>9. Delivery</p> <p>.....</p>

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S#	Existing Clause	Modifications / Relaxation
	<p>.....</p> <p>The End to End Digital Signage System comprising of a Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and Digital Signage Unit installed at the end locations must be implemented and delivered as per the Project Details and Scope of Work detailed in Annexure 12 and Functional and Technical Requirement detailed in Annexure 13 within 6 weeks from the date of acceptance of purchase order placed by the Bank. The said timelines of 6 weeks shall include Data gathering, development / customization (if any), UAT testing, Production movement of the Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and also the delivery of Digital Signage Unit at the Bank End locations.</p> <p>Delivery of any Digital Signage Unit for orders placed separately shall adhere to the same delivery timeline of 6 weeks from the date of acceptance of purchase order placed by the Bank.</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>The End to End Digital Signage System comprising of a Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and Digital Signage Unit installed at the end locations must be implemented and delivered as per the Project Details and Scope of Work detailed in Annexure 12 and Functional and Technical Requirement detailed in Annexure 13 within 10 weeks from the date of acceptance of purchase order placed by the Bank. The said timelines of 10 weeks shall include Data gathering, development / customization (if any), UAT testing, Production movement of the Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and also the delivery of Digital Signage Unit at the Bank End locations.</p> <p>Delivery of any Digital Signage Unit for orders placed separately shall adhere to the same delivery timeline of 10 weeks from the date of acceptance of purchase order placed by the Bank.</p> <p>.....</p> <p>.....</p>
4	<p>11. Installation</p> <p>.....</p> <p>.....</p> <p>Bidder will have to install the Hardware/s and make it operational as per the defined scope of work within a period of 1 week from the day of receiving intimation from the Bank</p> <p>.....</p> <p>.....</p>	<p>11. Installation</p> <p>.....</p> <p>.....</p> <p>Bidder will have to install the Hardware/s and make it operational as per the defined scope of work within a period of 10 days from the day of receiving intimation from the Bank</p> <p>.....</p> <p>.....</p>
5	<p>15. Annual Technical Support</p> <p>.....</p> <p>.....</p> <p>The Multi Media Player supplied by the bidder covering all components will remain under, onsite, comprehensive maintenance Annual Technical Support for the entire period of contract. Bidder</p>	<p>15. Annual Technical Support</p> <p>.....</p> <p>.....</p> <p>The Multi Media Player supplied by the bidder covering all components will remain under, onsite, comprehensive maintenance Annual Technical Support for the entire period of contract. The</p>

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S#	Existing Clause	Modifications / Relaxation
	will have to provide services as part of Annual Technical Support as per the terms mentioned below:	commercial sought as per the commercial bid is for 2,000 nos. of Multi Media Player however the Bank shall have the discretion to place order for additional unit of Multi Media Player during the period of contract and the number of additional Multi Media Player deployed shall be at the same unit rate given in the commercial proposal against the Unit cost for the said line item. Bidder will have to provide services as part of Annual Technical Support as per the terms mentioned below:
6	16. Payment Terms B. Digital Signage Solution c) Recurring Charges (ATS – Digital Signage Solution) – Payable half yearly quarterly in arrears against receipt of satisfactory service report of previous half year from the Bank’s Project / Operation Manager.	16. Payment Terms B. Digital Signage Solution c) Recurring Charges (ATS – Digital Signage Solution) – Payable quarterly in arrears against receipt of satisfactory service report of previous quarter from the Bank’s Project / Operation Manager.

Addendum to the following Annexures:

- a) Annexure 02 – Eligibility Criteria
- b) Annexure 12 – Project Details and Scope of Work
- c) Annexure 13 - Functional and Technical Requirement
- d) Annexure 14 – Service Levels
- e) Annexure 23 - GOI Guidelines with Model wise classification

All other Terms & Conditions are same as per GEM Bid Reference – GEM/2024/B/5387603 dated 11th September 2024 - Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

Annexure 02 - Eligibility Criteria
Eligibility Criteria Compliance to be directly met by the Vendor

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 3 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The Bidder are from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 03 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OSD/OEM)
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
5	The Bidder to provide an undertaking on his letter head that all requirements highlighted as part of RFP Document are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder (self-certified letter)
6	Applicable for bidders under, Preference to 'Make in India' initiative: The bidder / OEM should be a Class-I / Class-2 Local Supplier as defined in the Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by DPIT(PPD)/MoC/GOI AND The bidder / OEM needs to comply with the Minimum Local Content Percentage (%) as defined in Annexure Order No. 18-10/2017-IP dated 29.08.2018 by DOT/MOC/GOI		1) Self certification as per Annexure 23 specifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which the local value addition is made in the format as per attached Annexure 23 2) Certification from the statutory Auditor or Cost Auditor of the company (in

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S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	<p>and File no. 1 (10)/ 2017-CLES MeIT/ GOI/od dated 6.12.2019.</p> <p>In this RFP process, OEM / Bidders product (make & Model) will be classified as Local Supplier or Non-Local Supplier as per definition in the above mention order for preference to make in India Product during Commercial Evaluation Stage.</p>		<p>case of companies) or Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content against each quoted line item as per attached Annexure 24</p>
B	Financial		
1	<p>The Bidder must have registered average annual turnover of Rs. 25 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021-22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p><u>Below clause is applicable for MSE / Start-ups:</u></p> <p>The Bidder must have registered average annual turnover of Rs. 12 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021-22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p>*If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>		<p>Audited Financial statements for the financial years FY 2021-22 & 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>(Valid certification to claim MSE / Start-up exemptions)</p>
2	<p>The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – FY 2021-22 & 2022-23 & 2023-24*.</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>* If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-</p>		<p>Audited Financial statements for the financial years FY 2021-22 & 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>

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S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	<p>23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>		
C	Experience & Support Infrastructure		
1	The Bidder must be in the business of providing Digital Signage System (DSS) in in India at least for the last 3 years.		Documentary proof of order / contract copy / customer credentials.
2	<p>The bidder should have supplied & supported Digital Signage System (DSS) comprising of a Centralised Digital Signage Solution and Digital Signage Unit:</p> <p>a) -400- nos. of Digital Signage Units at End location to at least -1- Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways / Private Organizations in India in the last 5 years from the RFP date (Single order or combination of orders to single entity)</p> <p>OR</p> <p>b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways / Private Organizations in India in the last 5 years from the RFP date (Cumulative Orders)</p>		Letter of confirmation from the entity on satisfactory delivery of the ordered quantity and support.
D	Others		
1	<p>One bidder can bid only with one OEM and similarly one OEM can bid only with one bidder but both cannot bid.</p> <p>(OEM here would be applicable separate for Centralised Digital Signage Solution and Digital Signage Unit)</p>		Letter of confirmation from both bidder and OEM.
2	The Bidder should have authorization from OEM to quote for their products		Letter of authorization from the OEM as per Annexure 10 (Not applicable in case if OEM bids directly).
3	Bidder should stock adequate spares of all items supplied		Letter of undertaking from the bidder.
4	The Bidder should supply the required quantity in the given delivery time frame.		Letter of undertaking from the bidder.



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
5	The Bidder and OEM should be ISO 9001:2015 certified organization		Copy of certificate from Bidder and OEM

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

Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address & Email and Phone #

Annexure 12 – Project Details and Scope of Work

The scope of work is to provide Digital Signage System comprising of a Centralised Digital Signage Solution and Digital Signage Unit along with other components (like Multi Media Player etc.) which will be integrated with the Bank's existing Network Management System for display of all electronic advertisement and / or informational content decided by the Bank from time to time across all the Digital Signage Unit installed at the Bank's end locations. Detailed Scope of Work is mentioned below:

I. General

- a) Only licensed copies of software shall be supplied and ported as part of the overall Digital Signage System. The bidder shall grant an enterprise wide perpetual level license to the Bank to use the solution. Further, all software / hardware supplied shall be of latest version / model available in the market.
- b) The Bidder should integrate the Digital Signage System with Bank's existing Network Management Systems and also follow all network and security level protocol.
- c) Any new advisory / guidelines issued by regulatory authorities need to be implemented without any additional cost to the Bank immediately by the Bidder.
- d) Bidder must provide a solution which will be scalable to integrate with Bank's system.
- e) The selected bidder shall be responsible but not limited to end-to-end supply, installation, De-installation, configuration, customization, implementation roll-out, failover testing, integration with bank setup, management and maintenance during the entire contract period at no additional cost to the Bank.
- f) Bidder should be able to provide following type of Digital Signage Unit (Based on the order placed by the Bank):
 - Product Line 1 – Digital Signage Unit (55 Inches)
 - Product Line 2 – Digital Signage Unit (43 Inches)
- g) The bidder shall also provide documentation as required by Bank
- h) Must ensure before delivery that the Operating System is hardened to block the services which are not required. The bidder should have necessary controls in the Digital Signage System to prevent any cyber-attacks (like ransom ware, virus attack etc.).
- i) **It will be Bank's responsibility to provide UPS / Electrical Power point and Network point required for DSS installation at end locations.**

II. Delivery Installation and Support

- a) The bidder should provide support on PAN INDIA basis. The scope of support shall include:
 - Setting up of the overall Digital Signage System comprising of a Centralised Digital Signage Solution and Digital Signage Unit along with other components (like Multi Media Player etc.).
 - Delivery and installation of the Digital Signage Unit box at each Bank



location as requested by the Bank and providing demo to the identified Bank official/s.

- Rectification of bugs / defects if any.
 - Maintenance of Hardware / Software.
 - Patches / IOS / OS / Firmware updation, any other up gradations etc. **of the DSS unit and the Media Player** should be done by the bidder.
 - Reinstallation of firmware / software once the firmware / patches are released.
 - Solving issues in devices and taking remedial steps
 - Replacement of faulty hardware, software, accessories etc.
- b) The bidder shall be responsible for mounting the display at each branch / office **as wall-mounting on the wall space which is available (based on the agreed list of site requirement between Bank and successful bidder)**. All accessories have to be provided by the bidder.

In any exceptional scenario where stand mounting is required Bank shall take a call accordingly in consultation with the successful bidder. The readiness of the site for installation of DSS unit shall be based on agreed list of site requirement between Bank and successful bidder. The Site survey for any location is left to the bidder to decide before any installation.

- c) All necessary cables, connectors, Multi Media Player, power adapters etc. will also be supplied by the bidder along with the Digital Signage Unit.
- d) The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to de-install the equipment, pack the equipment along with other accessories and hand it over to Bank for transport. Further the bidder shall re-install and maintain the same at the shifted location. Bank will bear the transportation & transit insurance cost only in respect of shifting for already installed devices and all other costs need to be borne by the bidder. The Warranty of the equipment will continue from the new location as the case may be and the bidder needs to provide service & support of the same from the new location.
- e) Bidder should have adequate staff to provide support physically at Bank location.
- f) Bidder should have repairing / service center, having adequate number of trained personal in the country PAN India.
- g) The bidder should have full-fledged development and support center in India. Bidder should be well-equipped and provide 12x7x365 support to the Bank for the equipment's / devices (Digital Signage Unit, Multi Media Player etc.) installed at the end locations and provide 24x7x365 support to the Bank for the Digital Signage Solution installed at the centralised location (DC & DR).
- h) Bidder has to deliver the device as per the requirement of the Bank at the Bank location PAN India at no additional cost to the Bank.
- i) The bidder should provide online support immediately on raising request and

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presence of support staff on site, if required, shall be made available within 24 hours.

- j) Any defective device / missing part identified while installation shall be replaced with a new device immediately by the bidder without any additional cost to the Bank.
- k) After successful installation of Digital Signage Unit at Bank location, bidder should take installation sign off report signed and stamped by the concerned Bank Branch official.
- l) Generate necessary audit-trails and dashboard / analytics to monitor performance on SLA parameters.
- m) Maker checker functionality should be available to upload the contents along with audit trail.
- n) Facility to view web-casts / integration with social media (Twitter, Facebook, YouTube etc.) for bank's official contents from banks administrative offices / corporate office.
- o) Bidder to clearly indicate the fault resolution process including the process for lodging complaints for break downs or other problems encountered by branches in the functioning of the Digital Signage System.
- p) Bidder should be able to remotely reconfigure, maintain and monitor all digital signage hardware and software components at regular intervals and provide health reports as per Bank guidelines. This should include switching on and off of the equipment on a daily basis at stipulated times.
- q) Digital Signage Unit should have protection through metal jacket for the safe housing of the Media Player and all cables to avoid damages from pests, rats, rodent etc. starting from the date of delivery till the contract period. Bidder will replace the damaged part during the contract period in case of any loss due to pests, rats, rodent. Bank will not entertain any claim of any part damages by pests, rats, rodent.

III. Stock Maintenance

- a) Bidder should maintain considerable quantity of Digital Signage Unit at any point of time in different geographical area.
- b) The stock should be made available to all the regional centers of bidder to comply with TAT of delivery and installation.
- c) The selected bidder will undertake to ensure availability of offered Digital Signage Unit during the contract period, as well as maintenance of sufficient inventory of genuine spare parts during the contract period.
- d) The safety of the stock is responsibility of the bidder and depreciation in stock valuation (if any) is not the liability of Bank.

IV. Content Display

- a) The supplied system should be capable of displaying multiple and standard formats of video, images and graphics like but not limited to MP4, AVI, MKV, MOV, PPT, PPTX, PDF, jpg, jpeg, png, BMP etc.
- b) The system should be capable of dividing the display screen into various

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zones so that content can be displayed on each zone independently.

- c) Ability to form various groups of displays based on various criteria like but not limited to geography, customer-segment, etc. The formation of groups is to be non-exclusive where the same display is part of multiple groups, appropriate conflict resolution algorithm must be in place to resolve conflicts
- d) The system should provide option to either schedule content or display it immediately.
- e) The content should be stored in the display device so that it can function in low / no bandwidth (**No bandwidth here means no connectivity at a particular instance when the network link is down**).
- f) The contents are to be administered from both banks corporate offices as well as control delegated to Zonal / Regional offices. Location to be decided by the bank from time to time. The system should provide the capability to administer (choose what and how to display) either / both centrally or / and through Head Offices / Zonal Offices / Regional Offices.
- g) Information that has to be displayed on the screens would be created centrally by the Bank and the system will have the capability to broadcast the information from a centralized location.
- h) The connectivity medium would be Bank's Internal Network (LAN / WAN)

V. Dashboard and Report

a) Bank Portal:

- Should have user id and password to enable login by Bank team. Option to be available for providing Administrator or Normal User rights to a Bank User.
- Portal should have option for tracking the delivery & installation of the device.
- The portal should have the download option for report generation which should contain date of delivery and date of installation with the signed copy from Bank official having received the demo.
- Portal should have detailed and summary report (monthly, quarterly, half-yearly, yearly, between any specific dates) for uptime of the entire Digital Signage System and also for individual Digital Signage Units installed at end locations. This will be used for Uptime calculation purpose. Bank should be able to generate the penalty calculation report through the portal.
- Any Digital Signage Unit being down should have details related to reason for failure. Portal should have details related to such failures and the same to be available in the form of report.
- Lodging / raising trouble ticket with asset tagging for each machine and a separate Tab / portal for complaint received and its status. The portal should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day, Call logged and Closed etc.
- Providing periodical reports and insights on the contents displayed, screen

time, server performance etc. as required by the bank. Providing on-line real time health / usage status of each machine.

- The portal should also enable push notification from bank for promotional message.
- Billing reports should be generated, and respective Bank official should be able to verify online by providing the dashboard.

b) Inventory Management Portal:

Bidder should provide a dash board utility to the bank (for access by branches / Regional offices / Zonal offices / Digital operations) with the following features:

- Portal should allow login with pre created User ids as allotted by the bank to its field functionaries.
 - Placing indent for fresh Digital Signage Unit with location details (Facility to enter single entry as well as upload of bulk entry by way of Excel sheet)
 - Report option to be available for generating Regions wise / Zone wise indent report on a daily / period wise report along with installation status
 - Bidder should update the portal with installation status and upload the Bank sign off on installation as successful sign off.
 - Maintaining inventory of Buffer stock and further allocation of buffer stock by the respective Bank team.
 - Maintaining the entire inventory of delivered and installed devices along with the details like Serial No., Device id etc.
 - The device delivery and installation status should be updated in the portal on regular basis by the Bidder for tracking of the same by the Bank.
- c) The report should be downloadable / exportable in PDF / Excel / CSV and other compatible format as per the Bank's requirement.
- d) Complete details required as part of the Dashboard will be shared by Bank to the successful bidder.

VI. Repair & Maintenance

- a) The bidder shall submit the maintenance procedures and call log-in procedures along with the escalation matrix.
- b) Any software support like update / enhancement / software upgrade (Centralized system upgrade, Patch, OS and Database version upgrade along with other upgrades) etc. shall be supplied, Installed and commissioned by the bidder at no additional cost to the Bank. However, any such software support like update / enhancement / upgrade shall be communicated to the Bank by the bidder within a period of one month from the date of release.
- c) Any software related issue or media related malfunctioning which ultimately affects the performance of Digital Signage Unit, shall be rectified during the full period of the Contract, at no additional cost to the Bank
- d) The system spare parts / services, accessories and complete maintenance of the system shall be supported during contract period. Further, bidder

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should provide the spare equipment in case of device failure. The replacement of faulty equipment should be of same model or higher end model subject to approval of the Bank and should support all the performance requirements of existing equipment without any extra cost to bank.

- e) If any of the peripheral(s) / component(s) is taken by the bidder for repair during the contract period, the substitution shall be carried out with peripheral(s) / component(s) of equivalent or higher capacity.
- f) In case of need, switching to other make / model of Digital Signage Unit, Bidder will support and provide its service related to switching with other vendor without any additional cost to Bank.
- g) Any application or firmware update related to Digital Signage Unit installed at the field should be provided over the network by the bidder.
- h) Providing on call and field support where required to take care of any disruption in operation of the Digital Signage System.
- i) There should be a provision for sending email and SMS containing fault information to respective custodian of digital signage units, in case it's not working.
- j) Tickets should be automatically raised instead of waiting for manual raising of tickets in case of non-working of DSS unit and tracking of status of the raised ticket to be made available. **Providing the said facility shall be the responsibility of the bidder and should be part of the overall Digital Signage Solution.**

VII. Compliance and Audit

- a) Ensure compliance with the existing regulations / laws on consumer data protection and privacy.
- b) There should be adequate safeguards built in its IT systems (**proposed overall Digital Signage Solution**) to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data
- c) The entity should have robust IT infrastructure and managerial resources. The IT systems (**proposed overall Digital Signage Solution**) used for end-to-end processing shall provide end-to-end integrity of information processing.
- d) The Bidder along with OEM should comply with the CISP policy, regulatory guidelines i.e. Govt. / RBI / CERT-IN / NPCI / DeitY / MeitY / SEBI / AMFI etc. and industry guidelines.
- e) The Bidder solution should be compliant to all the existing operating circular of any regulatory body or Government of India guidelines and as and when issued by any such authority.
- f) Providing support for closing any internal or external audit / VAPT recommendations.
- g) Periodical certification / audit of the hardware, software and application to be completed at bidder's end and the copy of certificate and report to be

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submitted to the Bank.

- h) Bidder should comply with Bank's Information security policy such as but not limited to:
- Responsibilities on system and software access control and administration.
 - Responsibilities for data and application privacy and confidentiality.
 - Data encryption / protection requirement of the bank.

VIII. Outsourcing

- a) The security and data integrity to be ensured and it would be responsibility of Bidder.
- b) Adequate and testing Disaster Recovery and Business continuity plan.
- c) Should comply with outsourcing policy of RBI and Bank.

IX. Preventive Maintenance – Half Yearly mandatory visit

- a) Bidder shall carry out preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of equipment) at least once in Half Year for the entire period of contract to ensure that the equipment is in efficient running condition. Reports for the same must be submitted to Bank and also present in the Bank portal so that the same can be monitored upon.
- b) Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc. Worn out parts should be replaced / repaired / rectified within a maximum period of 24 hours from the time of fault occurrence. No charges will be borne by the bank in case the preventive maintenance is not carried out as per the stipulated conditions.
- c) In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected.
- d) The Bidder shall keep sufficient quantity of spares as stock during the period of contract at their support office across the country.

X. Others

- a) Bidder should be capable of providing the Digital Signage Unit as specified under Functional and Technical Requirement Annexure 13.
- b) Supply, install and maintain the Digital Signage Unit at various locations identified by the bank. The bidder will also coordinate with relevant teams and provide the necessary assistance for successful installation, integration and functioning of the devices.
- c) Bidder should provide Break-fix support and upgrades for the supplied Digital Signage Unit.
- d) The bidder should liaison with Bank's identified team and provide service & support for the Digital Signage Unit. The service calls shall be logged by Bank's identified team and the bidder should support and service the request

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in coordination with them.

- e) Bank will have periodic review of technology. Bidder will supply the models approved as per technical aspects. In case any of the models becomes obsolete, then Bidder will provide the latest model available at no extra cost to Bank.
- f) The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to de-install the equipment, pack the equipment along with other accessories and hand it over to Bank for transport. Further the bidder shall re-install and maintain the same at the shifted location. Bank will bear the transportation & transit insurance cost only in respect of shifting for already installed devices and all other costs need to be borne by the bidder. The Warranty of the equipment will continue from the new location as the case may be and the bidder needs to provide service & support of the same from the new location.
- g) All the parts of items supplied would be covered under comprehensive onsite warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of bidder to fill up the gap.
- h) Bidder should undertake to provide maintenance support to equipment and arrange for spare parts for Digital Signage Unit during warranty period or any extended period.
- i) If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the bidder at no additional cost to the Bank.
- j) The Digital Signage System should be scalable as per Bank's future requirement to extend in branches at other locations / cities. **Bank envisages additional 3,000 DSS units (over and above the current 2,000 DSS unit requirement as part of this RFP) over a period of 5 years however the numbers may increase or decrease based on the Bank's future business requirement. Hence, the license for the proposed solution should be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches / users / units for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.**
- k) The Server Hardware proposed should be sized initially for 2000+ machines with further scalability to accommodate more number of machines in future.
- l) If at any stage during the period of contract, the performance degrades due to any reason, the bidder shall be responsible for taking corrective steps with respect to Software up gradation, customization etc. without any additional cost.

Annexure 13 – Functional and Technical Requirement
A. Functional and Technical Requirement of the Digital Signage Solution:

S. No.	Requirements	Comments / Remarks
A	Application Architecture	
1	The architecture should support online real time updation between the application & database across the primary and secondary sites	
2	Integrity of the data should be maintained between the application & database.	
3	The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilisation (CPU, Memory, Storage Capacity / Hard disk, etc.)	
4	Should provide a single-sign-on solution and support LDAP. Solution should integrate with Bank's Windows Active Directory to achieve Single Sign On (SSO)	
5	Solution is platform agnostic – not dependent on a particular hardware setup.	
6	Solution should be agnostic to any make, model and size of Digital Signage Unit installed at the end locations.	
7	Scalable to support increased requirements of the Bank	
8	Solution is capable and being offered in such a manner that includes installation either as a single instance or multi instance depending on Bank's requirements	
9	Supports real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site	
10	Solution architecture has the capability to be configured in active-active mode	
11	Application supports database and OS level clustering (Each layer (such as APP, DB) must contain redundancy and remain highly available)	
B	Database Requirements	
1	Ability to support for pooling multiple database connections when the load on the application increases	
2	Ability of the database to support clustering. Indicate the number of clusters that can be configured (Each layer (such as APP, DB) must contain redundancy and remain highly available)	
3	Ability of the database to support central storage of data with multiple instances of the database	

S. No.	Requirements	Comments / Remarks
4	The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below 70% utilisation (CPU, Memory, Hard disk, etc.)	
5	Ability to support online replication (Online sync / replication means, the solution must be capable to have sync between DC and DR systems as part of BCP configuration).	
6	Ability to implement SAN / NAS for data storage in the architecture (Bank prefers SAN and NAS. Anything else, bidder has to facilitate. Bank will provide the necessary SAN/NAS required. The solution must support all industry supported hardware).	
C	Staging and Test Environment	
1	Adequate staging procedures and test environments for staging should be supported	
2	Test environments should be exactly similar to production environment (Barring High Availability)	
D	Availability Parameters	
1	The solution should be available 24x7x365	
E	Security / Data Integrity	
1	Integrity of data to be maintained at 100% of time	
2	Data Encryption to be used	
3	Standards & Guidelines should be developed, implemented and followed	
4	Data Integrity should be ensured using internationally accepted hashing algorithms at the level of AES-256 SHA-3	
5	System security is password controlled (for operating system, database, application and terminal id) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.).	
i	sensitive data such as passwords and authentication credentials shall not be logged in transaction or system activity files	
ii	The maximum data length for logging is pre-determined	
iii	Successful and unsuccessful authentication attempts are logged	
iv	Successful and unsuccessful authorization events are logged	

S. No.	Requirements	Comments / Remarks
6	An authenticated session, together with its encryption protocol, should remain intact throughout the session. In the event of interference, necessary control should be in place to terminate the session and reverse out the affected session. Appropriate measures to minimize exposure to a middleman attack which is more commonly known as a man-in-the-middle attack (MITMA), man-in-the browser attack or man-in-the application attack, are implemented.	
i	Sensitive information that is passed in the cookies is encrypted.	
ii	The session identifier shall be random and unique.	
iii	The session shall expire after a pre-defined length of time.	
7	The Bidder shall create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps	
8	The Bidder shall implement end-to-end application layer encryption to protect user passwords and other sensitive data in networks and storage. The Bidder shall implement or support encryption when data is transmitted, transported or delivered.	
9	Security framework is supported in terms of authentication, multi-level authorisation, auto log-off, password control, single sign-on audit	
10	System allows administrators to implement access management in a granular manner	
11	System provides comprehensive audit trail features to monitor activity of specific programs and data files etc. The system should also provide on-line access to audit trail information.	
12	Time/date stamp, user ID, & before and after changes	
13	Should maintain activities executed by the Application system administrator	
14	Segregation of duties is permitted (e.g. segregated function between system and application administration)	
15	Ability to define groups so that access can be categorised	
F	Interfaces	
1	All modules in the system are fully integrated and provide online processing, real time updates and batch processing of the content to be deployed.	
2	Provide support to standard messaging protocols for interfacing.	
3	The system should have the ability to rollback a session to a particular stage and restart, if required.	

S. No.	Requirements	Comments / Remarks
4	Ability to interface with mail and sms server (The proposed solution must be able to integrate the existing EMAIL / SMS services deployed in Bank. The alerts have to be configured as per the Bank's requirement).	
5	Availability of application (proposed Digital Signage Solution) interface APIs on Unix (including Linux) and Windows platforms as the solution interface APIs should support both on Unix (including Linux) and Windows.	
6	Security features and consideration for the interfaces. System should cater for end-to-end encryption.	
7	Interface should be able to handle exceptions (e.g. output to log files, retries) when unsuccessful. Able to handle continual processing or gracefully terminated.	
G	Web Server	
1	The application should have the ability to support any one of the Webservers like Apache, Netscape enterprise, Commerce server, Microsoft IIS, OHS or any equivalent web servers and accordingly license need to be factored.	
2	Should be able to install on UNIX (including Linux) and / or Windows flavor of Operating systems.	
3	The web server should scale to future bank requirements	
H	Application Server	
1	The application should be able to support HTML, DHTML, etc. (Markup language)	
2	Client side scripting / programming languages like Java scripts, VB scripts, Java Applets, ActiveX, etc. should be supported	
3	The application should support the application layer technologies like Java, C++, Netscape server application process interface, Internet server application process interface, etc. should be supported	
4	Database Connectivity support should at a minimum be ODBC, JDBC, etc.	
5	Support standard queuing engines (IBM MQ, MSMQ, Weblogic etc.) and license requirement needs to be defined like Standard / Enterprise	
I	Audit Trail	
1	System should provide comprehensive audit trail features such as:	
i.	Daily activities log are merged into the history log files	
ii.	Date, time and user-stamped transaction list are generated for different transactions	

S. No.	Requirements	Comments / Remarks
iii.	Do transaction screens display system information including Processing Date, Current Time, Current User	
iv.	Daily activity reports are provided to highlight all the transactions being processed during the day	
v.	Support for recording of Unsuccessful attempts to log-in to the system	
vi.	System to provide session log files. The user should be able to analyse the information (e.g., account id, session time etc.)	
vii.	System should provide tracking of the client's IP & Network Interface address	
J	Reporting	
1	Provide a full set of operational and audit trail reports for each of the modules.	
2	Periodical reports to appropriate authorities can be generated. The frequency and content of the reports can be determined by the bank user.	
3	Generation / transmission of email and sms alerts / advices at various stages	
4	Support for online access of reports	
5	Support for integration with standard report writers to generate user defined reports	
6	Ensure complete log of all successful / unsuccessful events / accesses to the system / database by users, resources used and actions performed (including recording all changed values where applicable)	
7	Automatic report generation capability	
K	Central Server (Software)	
1	Capability to identify screens based on logical combination such as IP address, Branch code, Branch Name, Address, Contact Info, Type of Screen etc.	
2	Logical grouping Signage Screens / Media player by Location / Zones / Region / Subsidiaries etc	
3	Content that has to be displayed on the screens would be created centrally by the bank system to have ability to broadcast information (live text alert, image, audio, video etc.) from a central location on a real-time basis as well as on an offline basis i.e. store and show technique.	
4	Ability to manage the Digital Signage system for content distribution based on maker checker concept. (at server/ content distribution and storage)	
5	Ability to manage/monitor the Digital Media Player centrally.	

S. No.	Requirements	Comments / Remarks
6	Complete Audit log to be maintained of the information added/modified/deleted in the system by user/IP address, with backup facility.	
7	Should be able to automatically relay foreign exchange rates, RSS Feeds, Twitter Feeds, Gold Rates, stock market updates as per bank's requirement.	
L	Content Management, Access and Display	
1	Ability to manage the content in terms of time to display, screen split, duration of display, etc	
2	Content Repository facility for reusing the content	
3	Add/modify/delete/combine content in any of the file formats which results in audio, video, graphical or text format (this includes pdf, word, ppt, media files, etc)	
4	Transmitting / downloading /deploying content to a logically grouped branches / locations	
5	Ability to manage the display layout / design on individual screen from a centralized location based on clustering. Single screen or split screen. Facility of Scrolls, crawls images/videos to separate regions on the screens.	
6	Content distribution module should be able to compress the content during transmission and decompress it at the Media player/LED at a particular installation	
7	Ability to view the content by Bank central team before final upload. Tool to create display design preview before publishing.	
8	Design the content with ease in any media format. (Drag and drop content for effective placement on the screen as per the requirement)	
9	Multi-lingual / regional language contents as per the location/region the Digital Signage Screen.	
10	Smart downloading: <ul style="list-style-type: none"> Option to schedule downloading for better bandwidth management. Divide big files in smaller fragments. Resume download from the break point if there is network issue 	
M	Monitoring and Control Module	
1	Provision to identify Media Player not getting updates due to power off, network failure etc	
2	Remotely monitoring status of Signage screens.	
3	Ability to power ON/OFF Screens from a centralized location.	
N	User Management & Security Module	

S. No.	Requirements	Comments / Remarks
1	<ul style="list-style-type: none"> Admin Console for User creation - Create user and groups with different access levels Password protected access Forgot Password option 	
2	Ability to manage the Digital Signage Solution based on Maker - Checker concept.	
O	MIS Module	
1	Solution shall provide access to bank officials to generate reports and view dashboards w.r.t. the digital signage i.e. downtime, uptime, ticket logged, content created, content deployed, digital media/LED's working status, etc	
2	MIS on the frequency of content review and update Audit log report on content played for each player	
3	Bandwidth utilization report for upload and download of video files. These reports can be Daily/Weekly/Periodic (The Bidder must provide the details on the bandwidth utilization needed according to the files required for upload and download).	
4	Frequency of switching on/off the LED / Media Player	
P	Connectivity	
1	Capability of the Digital Signage Solution to work in Bank's WAN. Content pushing is only through Bank's WAN from the Central server	
2	Module at the central location shall have intelligence to check the network usage and then accordingly transmit content i.e. store and forward.	
Q	File Fragmentation	
1	Should support files to be sent in fragments to avoid load on bandwidth. Bigger Media Content are downloaded into small part and then transmitted from the server to the respective Media Player on the client side.	
2	Delta file downloading - Contents are downloaded in an incremental fashion which means if a file is downloaded half way and after sometime if there is any network error then this file gets auto regained from the last point it had stopped the download.	
R	Time Sync	
1	Date and time should be standard even after system restart.	
2	Digital signage management server should provide a user interface to add new promotions for a selection of dates and times.	

S. No.	Requirements	Comments / Remarks
S	Integrated Digital Signage	
1	Digital signage management server should allow users to change screen layouts, change colors of the LED layouts including the fonts and sizes.	
2	Shall support all available Video formats	
3	Videos transmission between the server and the branch should be encrypted using SFTP, HTTPS or equivalent	
4	Automated display of foreign exchange rates, term deposit rates, etc through integration with bank's backend system. The system should alternate between rates and other promotional content, if required.	
T	Accessibility	
1	The administrator access should be available to multiple users as per role defined by bank.	
2	Should be a Web based system to ensure easy access.	
U	External Media Player (To be part of the Digital Signage Solution)	
1	<p>Media Player Processor:</p> <ul style="list-style-type: none"> • Intel Pentium or above • Graphics Processor Unit (GPU) – Integrated GPU • Internal Storage: 16 GB local storage or above. • With SSD 128 GB • Windows 11 professional 64 bit / Linux • Need to provide support of 5 years for Operating System with latest updates / patches. • Necessary Connectors for video & audio interfaces: RS232, RJ45, HDMI, USBs • 5 Years Onsite ATS Support <p>Software Compatibility :</p> <ul style="list-style-type: none"> • Content Management Software should be compatible • Control and Monitoring Software should be compatible 	

B. Technical Requirement of the Digital Signage Unit

I. Product Line 1

S. No.	Parameters	Minimum Requirements	Compliance (Y/N)
1	Screen size	55 Inch or above Commercial Grade	
2	Minimum life span of display	50,000 hours	

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S. No.	Parameters	Minimum Requirements	Compliance (Y/N)
3	Panel Technology	IPS / VA or Equivalent	
4	Display Technology	Energy Efficient LED	
5	Display Orientation	Portrait and Landscape	
6	Native Resolution (Pixels)	3840 x 2160 (UHD/4K)	
7	Brightness (Nits)	350 Nits or higher	
8	Response Time	8 ms	
9	Aspect Ratio	16:9	
10	Contrast Ratio	1100:1 or above	
11	Viewing Angle(H x V)	178 x 178 degree	
12	Refresh Rate	50 Hz or above	
13	Mounting option:	Wall / Roof mounting or fit into the stand	
14	In Built Speakers Capacity	20 watt or more (10 W – 2 Channel)	
15	Supports Bluetooth Technology:	Yes	
16	BIS Registration and RF Registration	Required	
17	Operating Temperature	0-40 Degree centigrade	
18	Remote Control Type	IR, Bluetooth	
19	Temperature Sensor	Should be present	
20	Dust proof IP Rating	IP5x or higher	
21	Power requirements	100-240V AC, 50-60 HZ	
22	Manufacturer Certification (For the model and make quoted)	Mandatory certifications required UL, BIS, FCC, Energy Star, ISO 14000. For Products classified under MII Category - Only BIS, Energy Star and ISO 14000 Certification is mandatory.	
23	Energy Star Rating	Energy Star 5.0 or Above	
24	Supported Image Type:	All types of images (including GIF, PNG, JPEG)	
25	Supported Media Format	All types of media files (including AVI, Blu-ray, DVD, MPEG, WAV, WMA, MPEG, MPEG2, MPEG4)	
26	Supported Audio Format	All Types of audio format (including Mp3_audio, Wma)	
27	Operating Distance	Minimum 7 feet	

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S. No.	Parameters	Minimum Requirements	Compliance (Y/N)
28	Connectivity (Input / Output / External Control) (The ports should not be accessible to the public, it should only be accessible through an admin module requiring either a password or mapping of a utility.)	Number of HDMI Ports : Minimum 2	
		Number of USB Ports: Min 2 (to connect hard drives and other USB devices)	
		USB, Built-in HDMI, Ethernet	
		RJ 45:1,RS232,IR In	

II. Product Line 2

S. No.	Parameters	Minimum Requirements	Compliance (Y/N)
1	Screen size	43 Inch or above Commercial Grade	
2	Minimum life span of display	50,000 hours	
3	Panel Technology	IPS / VA or Equivalent	
4	Display Technology	Energy Efficient LED	
5	Display Orientation	Portrait and Landscape	
6	Native Resolution (Pixels)	3840 x 2160 (UHD/4K)	
7	Brightness (Nits)	350 Nits or higher	
8	Response Time	8 ms	
9	Aspect Ratio	16:9	
10	Contrast Ratio	1100:1 or above	
11	Viewing Angle(H x V)	178 x 178 degree	
12	Refresh Rate	50 Hz or above	
13	Mounting option:	Wall / Roof mounting or fit into the stand	
14	In Built Speakers Capacity	20 watt or more (10 W – 2 Channel)	
15	Supports Bluetooth Technology:	Yes	
16	BIS Registration and RF Registration	Required	
17	Operating Temperature	0-40 Degree centigrade	
18	Remote Control Type	IR, Bluetooth	
19	Temperature Sensor	Should be present	
20	Dust proof IP Rating	IP5x or higher	

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S. No.	Parameters	Minimum Requirements	Compliance (Y/N)
21	Power requirements	100-240V AC, 50-60 HZ	
22	Manufacturer Certification (For the model and make quoted)	Mandatory certifications required UL, BIS, FCC, Energy Star, ISO 14000 For Products classified under MII Category - Only BIS, Energy Star and ISO 14000 Certification is mandatory.	
23	Energy Star Rating	Energy Star 5.0 or Above	
24	Supported Image Type:	All types of images(ex- GIF, PNG, JPEG)	
25	Supported Media Format	All types of media files(ex AVI, Blu-ray, DVD, MPEG, WAV, WMA, MPEG, MPEG2, MPEG4)	
26	Supported Audio Format	All Types of audio format (ex- Mp3_audio, Wma)	
27	Operating Distance	Minimum 7 feet	
28	Connectivity (Input / Output / External Control) (The ports should not be accessible to the public, it should only be accessible through an admin module requiring either a password or mapping of a utility.)	Number of HDMI Ports : Minimum 2	
		Number of USB Ports: Min 2 (to connect hard drives and other USB devices)	
		USB, Built-in HDMI, Ethernet	
		RJ 45:1,RS232,IR In	

Annexure 14 – Service Levels

The Bidder understands the scale of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP.

The Bank expects that the successful bidder to adhere to the following minimum Service Levels:

- Any fault / issue / defect failure intimated by Bank through any mode of communication is to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful bidder.
- The Vendor should have 24x7x365 Management, escalation and resolution infrastructure.
- Availability of a Ticketing System - The transition of a complaint to a defect and fixing of the same should be captured automatically in the tool / workflow and status of the same should be available to Bank on an ongoing basis.
- Time bound problem addressing team (onsite / offsite) for the complete contract period.
- Vendor to arrange for updates required in the system to meet the changes suggested by NPCI / RBI / Govt. of India / regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines which results in penalty to the Bank would be borne by the successful bidder.

A. Digital Signage Solution (Installed at the centralised location (DC & DR))

Bidder will have to guarantee a minimum uptime of 99.50%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.50% on 24x7x365. The penalty will be calculated on a monthly basis as per the details given below:

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% > A >= 99.0%	2% of cost of monthly ATS charges
99.0% > A >= 98.5%	5% of cost of monthly ATS charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly ATS charges for every 0.1% lower than the stipulated uptime

B. Digital Signage Unit (Installed at the end Location)

Bidder will have to guarantee a minimum uptime of 99%, calculated on a monthly basis. Individual Unit (As a whole / any module of the unit including Multi Media Player) availability will be 97% on 12x7x365. The penalty will be calculated on a monthly basis as per the details given below:

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a

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monthly basis.

Total Available Time – 12 hrs per day for seven days a week excluding planned downtime [12 hrs considered for the period 8 am to 8 pm]

Unavailable Time - Time involved while the equipment / device is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 97%	No Penalty
97% > A >= 95%	0.5% of the price of the respective Digital Signage Unit
95% > A >= 93%	1% of the price of the respective Digital Signage Unit
A < 93%	Penalty at an incremental rate of 0.5% (in addition to a base of 1%) of the price of the respective Digital Signage Unit for every 1% lower than the stipulated uptime

C. L2 Help Desk Resources (Resident at Bank Office)

The Bidder shall ensure 100% availability of L2 Help Desk Resource resident at Bank's Office. Bank will calculate the availability of Resource on monthly basis based on attendance report submitted by the Bidder. The bidder shall make an arrangement of alternate resource in case if any resource is not reporting / available continuously for more than 3 days.

The penalty will be applied on the absence of any resident resource without suitable replacement. Penalty will be charged @ Rs. 1,000/- per day per resident resource. **Per person per shift shall comprise of 8 hours a day.**

Bank will recover the penalty from invoices payable to the successful bidder in case the bidder fails to provide the standby resource. **The working hours of the onsite resource/s shall be 8 am to 8 pm as per Bank / Branch working days. However Bank based on the field / business requirement may modify / change the work timings which should be adhered by the successful bidder during the period of contract.**

Overall Penalty

The penalty will be calculated on monthly basis and the amount to be deducted will be adjusted from the invoice of subsequent quarter. In case if there is no pending invoice to be paid by the bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai in favor of Bank of Baroda for the same within 15 days from the notice period from the Bank.

The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. In the event of failure of maintaining the uptime SLA and Warranty terms, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of break-down message over telephone / SMS or by e-mail till the system becomes functional or standby is provided.

The overall penalty on account of service level default is capped to a max 10% of the TCO value and thereafter, Bank has the discretion to cancel the contract. These penalty charges will be deducted from the Bank guarantee offered as part of the RFP or from any Bill payable to the Bidder. Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

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Note: If equivalent standby is provided that will not be considered as downtime to the maximum period of 7 working Days.

Annexure 23 - GOI Guidelines with Model wise classification

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

It is clarified that for all intents and purposes, the latest revised order i.e. the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e. Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

1. Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
2. Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. The margin of purchase preference shall be 20 %., Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier', same shall be applicable.

Verification of Local contents:

The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the 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 as per Annexure-1G. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1)/2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020.

False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE- II) dated 16-09-2020, para 9(h).


Model wise classification of Product Compliance Sheet:

Description of Product	Make & Model	MII %	Classification (Class-I Local supplier / Class-II Local supplier / Non-Local supplier)
Digital Signage Unit (55 Inches)			
Digital Signage Unit (43 Inches)			
Digital Signage Solution (Including Media Player)			

Note:

- Bidder has to submit the Make in India Class-I / Class-II local supplier certificate as per attached format.
- Bidder has to submit proposal for all line items for which they are participating as part of this RFP.
- Any change in classification of Class-I and Class-II, Bidder may submit any change in class level for consideration in subsequent requirements.

Purchase Preference:

- Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under,
- In the procurements of goods or works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.



- If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
4. "Class-2 local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

All other terms and conditions are as per order no. No. P-45021/2/2017-PP (BE-II) dated: 16th September 2020.



बैंक ऑफ़ बड़ौदा *Bank of Baroda*



**Request for Proposal – Selection of
Vendor for Supply, Installation &
Maintenance of Digital Signage
System (DSS)**

Bank of Baroda

GEM Bid Reference – GEM/2024/B/5387603
Dated: 11th September 2024

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	11th September 2024
2	RFP Coordinator details (Bank)	<ol style="list-style-type: none"> 1. Mr. R Shashidhara (CM) / Mr. Nikhil Dwivedi (SM) 2. Contact No.: 0265-2316212 / 6285 3. Email: dss.operations@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 – 39007
3	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) on 19th September 2024 at 11:30 AM. ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on dss.operations@bankofbaroda.com by 17th September 2024 along with pre-bid clarification as per Annexure 08. ○ 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
4	Last Date & Time of Submission of Bids	8th October 2024 at 03:00 PM GeM (Online)
5	Date & Time of opening of Eligibility cum Technical Bid (Part-I)	8th October 2024 at 03:30 PM GeM (Online)
6	Date & Time of opening of Commercial Bid (Part-II)	To be communicated later
7	Earnest Money Deposit (EMD)	Rs. 75 Lakh (Rupees Seventy Five Lakh only)
8	Website Address for online	Mode: Online

Request For Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

#	Particulars	Timeline
	submission of bids (Technical as well as commercial bids)	URL: GeM Portal
9	Contact Details of GEM PORTAL	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
10	All letters must be addressed to	The Chief General Manager (Digital Channels and Operations & Digital Lending Business) Bank of Baroda, 7 th Floor, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai - 400051

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, Bidder, SI (System Integrator), SP (Service Provider) means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. SLA means Service level Agreement
7. ATS (Annual Technical Support)
8. AMC means Annual Maintenance Contract
9. Central Vigilance Commission (CVC)
10. Earnest Money Deposit (EMD)
11. One Time Cost (OTC)
12. Total Cost of Ownership (TCO)
13. Bill of Material (BOM)

Please note:

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

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

Confidentiality:

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

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1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8100+ branches/offices in India and 95+ branches/offices overseas including branches /offices 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 Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS).

2. Project Overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to Select a Vendor for Supply, Installation & Maintenance of Digital Signage System.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under **Annexure 02** and are also in a position to comply with the technical requirement as mentioned in Project Scope. Apart from the above the bidder 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 Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

3. Project Scope

Bank desires to select a vendor for Supply, Installation and Maintenance of Digital Signage System across identified Bank branches / offices.

The overall Digital Signage System would comprise of a Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and Digital Signage Unit installed at the end locations (55" DSS Unit and 43" DSS Unit considered as part of this RFP).

The Centralised Digital Signage Solution supplied by the successful bidder should be agnostic to any make, model and size of Digital Signage Unit currently installed or to be installed in the future by the Bank at the end locations.

Bank will award the contract to the successful bidder and the bidder should deliver the service as per the Detailed Scope of Work mentioned in Annexure 12 and the Functional and Technical Requirement as mentioned in Annexure 13.

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.

4. Infrastructure

The Bidder needs to size the infrastructure (Hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the Annexure 12 – Project Details and Scope of Work and propose the same as part of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the bidder.

However the complete implementation, maintenance and support of the Digital Signage System shall be part of the scope of the bidder.

As part of the technical proposal the bidder needs to provide complete solution of Digital Signage System details. The bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active- Active cluster at DC & Active-Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR real-time replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

Bidder needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. The details should include:

- List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).
- Details of redundancy and security setup
- Application architecture along with a detailed diagram including the infrastructure setup.
- Implementation procedure / road map.
- Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

The Bidder is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Annexure 12 – Project Details and Scope of Work. The Bank is not responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank the Bidder will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the Bidder the required additional expenses which Bank may incur on account of such upgrades / replacements.

Enterprise license on proposed Solution (Digital Signage System)

The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

The Bidder will supply, implement, maintain and support the complete Digital Signage System.

5. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

The bidder needs to submit the technical architecture relating to data replication between primary and secondary site.

6. Contract period

The Contract with the selected bidder will be for a period of -5- Years starting from date of signing of Contract. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested, maintained and accepted along with the associated documentation provided to Bank's employees as per the requirements of the contract executed between the Bank and the Bidder. After completion of contract period, Bank may extend / renew the contract for further period on mutually agreed terms & conditions and AMC / ATS rate.

Bank at its discretion can order additional 25% of the contract quantity within a period of 1 year from the date of Purchase Order at the same price and the same terms and conditions. There will be no escalation of price during the contract period.

The quantity as part of the Contract will be indicative for the purpose of TCO calculation only, however actual number of device requirement will vary as per the Bank's need. During the Contract period Bank will place the orders to the successful Contract bidder/s and the delivery will be at the Bank location across the country as detailed in the order.

The bidder shall make necessary arrangements for processing the purchase order, including Road Permit, etc. or any other document for delivery of the material till Bank premises. The bidder 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 devices supplied, installed and maintained against purchase order placed by the Bank.

Resources required at Bank's Mumbai / Vadodara / Hyderabad location

The successful bidder to whom contract is awarded has to provide resource/s at Bank's Mumbai / Vadodara / Hyderabad location. The seating arrangement for the resources will be provided by the Bank. The said resource/s is / are required during the period of contract and are meant for managing delivery, installation and maintenance of Digital Signage System in co-ordination with relevant stake holders. The resources will be required during the contract period in which the bidder is selected for supply, installation and maintenance of Digital Signage System, till deliveries, installations and maintenance are completed / performed for that particular contract. The working hours of the resource/s shall be as per Bank working hours.

7. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Project Details and Scope of Work stipulated in Annexure 12 and Functional and Technical Requirement detailed in Annexure 13, may submit their bid through Government e Marketplace (GeM) on or before the last date of bid submission.

Bids submitted by any other means other than bid submission in Government e Marketplace (GeM) will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned under the Content no. 65 "Guidelines and

E-tendering Instructions”.

8. Service Levels and Uptime Guarantee

For details, please refer to Annexure 14 that provides the service levels for Supply, Installation and Maintenance of Digital Signage System and its components.

9. Delivery

The End to End Digital Signage System comprising of a Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and Digital Signage Unit installed at the end locations must be implemented and delivered as per the Project Details and Scope of Work detailed in Annexure 12 and Functional and Technical Requirement detailed in Annexure 13 within 6 weeks from the date of acceptance of purchase order placed by the Bank. The said timelines of 6 weeks shall include Data gathering, development / customization (if any), UAT testing, Production movement of the Centralised Digital Signage Solution along with other components (like Multi Media Player etc.) and also the delivery of Digital Signage Unit at the Bank End locations.

Delivery of any Digital Signage Unit for orders placed separately shall adhere to the same delivery timeline of 6 weeks from the date of acceptance of purchase order placed by the Bank.

Successful bidder will have to pay late delivery charges to Bank of Baroda @ 0.5% 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 bidder.

Successful bidder 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.

Complete sets of manuals and accessories should be delivered together with the hardware.

Any component has not been delivered or if delivered is not operational on account of which the equipment is not functioning, will be deemed / treated as non-delivery of the equipment thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of equipment is not acceptable and payment would be released as per terms only after full delivery.

The Bidder 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. 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.

10. 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 successful bidder. 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.

11. Installation

Installation of Digital Signage Unit along with other components (like Multi Media Player etc.) at Bank's end location for which order is placed, including unpacking of cartons / boxes, will be the responsibility of the successful bidder. Bidder will have to install the Hardware/s and make it operational as per the defined scope of work within a period of 1 week from the day of receiving intimation from the Bank and hand it over to the Bank for acceptance testing on the same day of installation and making the hardware operational. Successful bidder has to submit successful installation report duly signed by Bank official and installation engineer to the Bank.

Successful bidder will have to pay late installation charges to the Bank @ 0.5% of the purchase order value inclusive of all taxes, duties, levies etc. of the delayed portion, per day or part thereof subject to maximum of 5% of the purchase order value inclusive of all taxes, duties, levies etc. of the delayed portion, for delay in installation, if the delay is caused owing to reasons attributable to the Bidder.

12. Affixing Asset Detail and Bank's Branding on Devices

It will be the responsibility of the successful bidder to affix the Asset Details and have the Bank's Branding printed on each Digital Signage Unit and other major component (like Multi Media Player etc.) delivered and installed at the Bank end locations. The Asset details and Bank's Branding so printed by the successful bidder must have the company's logo of the bidder and Bank's branding details (strictly as per Bank's branding guidelines) along with other details like call logging no., mail id etc. The asset details and Bank's branding to be printed on the Digital Signage Unit and other major component (like Multi Media Player etc.) would be mutually decided by the Bank and the successful bidder.

13. Warranty

The entire Digital Signage Unit including system software will remain under onsite, comprehensive maintenance warranty for a period of 3 years. The service support during warranty period shall be for the entire Digital Signage Unit. The bidder shall upgrade the system software during warranty period at no cost to the Bank. Bidder will have to provide a post-installation warranty as per the terms mentioned below:

Hardware, Software & Peripherals -

Comprehensive Warranty for 36 Months from the date of installation or 37 months from the date of delivery whichever is earlier.

Bidder will have to upgrade the system software during the warranty period at no cost to Bank. The service support during warranty period includes for the entire Digital Signage Unit.

In event of any major equipment / part is replaced or any defect in respect of any major equipment / part is corrected for more than two instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

Successful Bidder is required to provide adequate support for Patch updation, security updates etc. of system software which includes installation and update during the warranty period in consultation with Bank team.

In case of significant failures of specific component of Digital Signage Unit the entire Unit needs to be replaced with a new Digital Signage Unit of the same size in a proactive manner. The proactive action has to be taken immediately without affecting the Bank's day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The Bidder is required to ensure that this kind of situation never arises.

The bidder shall be fully responsible for the overall warranty of the Digital Signage Unit against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or bidder any defect that may develop under normal use of supplied equipment during warranty period. Bank reserves the right to shift part or the entire hardware to new location/s and warranty support will continue to be in force at the new location.

Warranty should cover the following:

- a) Warranty would cover updates / maintenance patches / bug fixes (available from the original equipment manufacturer) for system software & firmware patches / bug fixes, if any, for hardware.
- b) Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the successful bidder. Bank will not be responsible for any delays / violation from third party OEMs.

14. Annual Maintenance Contract

Bidders must quote for comprehensive on-site AMC of the Digital Signage Unit installed at the Bank's end locations, which shall include labour and cost of the material, strictly as per SLA terms, for a period of 2 years after the expiry of 3 years warranty period as mentioned above. The AMC shall be on-site comprehensive and shall not require the purchaser to procure and store recommended spares at the site during warranty / AMC. Entering into AMC for a lesser number of years (pro-rata charges to apply) or lesser number of quantity (pro-rata charges to apply) or not entering into an AMC at all shall be at the discretion of BANK.

The Comprehensive on-site AMC must be quoted by all the bidders for the subsequent 2 years period over and above the warranty period. The Comprehensive on-site AMC prices should be based upon the percentage of the Purchase price or prevailing list price at the completion of three years, whichever is lower. Price Bids without AMC shall be summarily rejected. AMC rates must be quoted as per the price bid format enclosed. No other format shall be accepted.

The successful bidder as part of the AMC should include repair and maintenance of all hardware parts of the Digital Signage Unit and is required to provide adequate support for Patch updation, security updates etc. of system software which includes installation and update during the AMC period in consultation with Bank team. The support shall have to be mandatorily on-site.

15. Annual Technical Support

Bidder must provide annual technical support for the Digital Signage Solution and other major component (like Multi Media Player etc.) installed at the end locations, strictly as per SLA terms, till the period of contract.

All updates and upgrades shall be supplied and installed during the ATS period.

The Multi Media Player supplied by the bidder covering all components will remain under, onsite, comprehensive maintenance Annual Technical Support for the entire period of

contract. Bidder will have to provide services as part of Annual Technical Support as per the terms mentioned below:

- The successful bidder as part of the ATS should include repair and maintenance of all hardware parts of the Multi Media Player and is required to provide adequate support for Patch updation, security updates etc. of system software which includes installation and update during the ATS period in consultation with Bank team.
- In case of significant failures (more than 2 instances in continuous span of 6 months) the Multi Media Player has to be replaced with new ones in proactive manner without any additional cost to the Bank. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal bidder is required to ensure that this kind of situation never arises

16. Payment Terms

Digital Banking Channels and Operations, Vadodara will place the orders and the delivery & installation should be at Bank branches / offices across the country as per the orders placed. The successful bidder shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders 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 bidder, in case of delays or defaults on the part of the bidder. 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 bidder in the price bid against such activity / item.

The method and conditions of payments to be made to the successful bidder shall be:

A. Digital Signage Unit

a) Delivery of Digital Signage Unit

- 70% of the total cost on delivery of Digital Signage Unit plus 100% of GST at actuals. The required documents to be provided along with original invoice:
 - Original delivery Challans dully signed by the Bank Official (Bank stamp also would be required).
 - Confirmation letter from OEM mentioning the serial number of the product and that the Digital Signage Unit supplied is under three year back to back warranty.
- 20% of total cost after one month of successful installation and satisfactory functioning of Digital Signage Unit.

SNR (Site Not Ready) case - Wherever installation could not be carried out by the successful bidder due to the Bank dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the

Bank's dependencies like site is not ready etc. However, in such a case the successful bidder has to give an undertaking to complete installation within a week of being informed that the site is ready. Payment of 20% of the total cost after two months on delivery of Digital Signage Unit.

The required documents to be provided along with original invoice:

- Original Installation Report duly signed by the Bank Official (Bank stamp also would be required) along with the signature of the Field Engineer of bidder.
- In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from bidder to complete installation within a week of being informed that the site is ready.
- Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 18 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.

b) Installation and Integration Cost (OTC) - 100% of Installation and Integration Cost plus applicable tax (wherever applicable) after successful Installation and Integration of Digital Signage Unit. Original Installation against Installation Report duly signed by the Bank Official (Bank stamp also would be required) along with the signature of the Field Engineer of bidder.

c) Recurring Charges (AMC) – Payable quarterly in arrears against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager.

B. Digital Signage Solution

a) Software Licenses (Perpetual License)

- 50% of the license cost on delivery of Software Licenses plus applicable tax (wherever applicable) at actuals against Original delivery Challans duly stamped and signed by the Bank Official.
- 30% of the license cost plus applicable tax (wherever applicable) after go-live sign off from the Bank. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative.
- 20% of the license cost plus applicable tax (wherever applicable) after Go-Live closure signoff from the Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.

b) Installation and Integration Cost (OTC - Digital Signage Solution)

- 30% of Installation and Integration Cost plus applicable tax (wherever applicable) after Implementation, Customization & UAT Sign off in the form of

Acceptance Form which should be sealed and signed by both Bank's identified Project Manager & bidder's representative

- 40% of Installation and Integration Cost plus applicable tax (wherever applicable) after go-live sign off from the Bank. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative
- 30% of Installation and Integration Cost plus applicable tax (wherever applicable) after Go-Live closure signoff from the Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & bidder's representative

c) Recurring Charges (ATS – Digital Signage Solution) – Payable half yearly quarterly in arrears against receipt of satisfactory service report of previous half year from the Bank's Project / Operation Manager.

d) Installation and Integration Cost (OTC – Multi Media Player) - 100% of Installation and Integration Cost plus applicable tax (wherever applicable) after successful Installation and Integration of Multi Media Player. Original Installation Report duly signed by the Bank Official (Bank stamp also would be required) along with the signature of the Field Engineer of bidder.

e) Recurring Charges (ATS – Multi Media Player) – Payable quarterly in arrears against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager.

C. Onsite Support Charges

Payable quarterly at the end of each quarter against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance.

D. Need Basis Services

100% of the cost plus applicable tax (wherever applicable) after successful completion of the work. Original completion report duly signed by the Bank Official (Bank stamp also would be required) along with the signature of the Field Engineer of bidder and the order copy / mail given as go ahead for the said work.

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 Digital Banking 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 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 dispute stands resolved.

17. Ownership, Grant and Delivery (Applicable for perpetual licenses)

The bidder shall procure and provide a non-exclusive, non-transferable, perpetual licenses to the Bank for the solution to be provided as a part of this project. The Licenses for the solution should not be restricted to use case. The Bank can use the solution at any of its overseas branches / offices and locations and present & future RRBs without restriction and use of software by service providers on behalf of the Bank would be

considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The license shall specifically include right:

- A. To Use. (i) to use the executable code version of the Solution and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank.
- B. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.
- C. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Platform, such modification or change has to be carried out by the Bidder free of any additional License charge or fees or expenses.
- D. The grant of license by the Bidder herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

Except as specifically agreed by and between Bidder and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Bidder or its Licensors and be the sole and exclusive property of the Bidder or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Bidder or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Bidder from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

- E. Rights: The Bidder shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Bidder shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software with a compatible, functionally

equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Bidder, despite notice of such failure by the Bidder in writing, (ii) any change, not made by or on behalf of the Bidder, to some or all of the software / deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software / deliverables or any modification thereof despite notice from the Bidder of such misuse in writing.

Bidder is the Prime Vendor for purposes of all deliverables and services, with the single-point responsibility for the same. Should the solution provided by the successful bidder be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the bidder should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the bidder is in breach of the bidder's warranty and obligation.

18. 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.

19. Escrow Mechanism (Applicable for perpetual licenses)

The Bank and the successful bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied / procured by the Bidder to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Bidder. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder. As a part of the escrow arrangement, the final selected bidder is also expected to provide a detailed code documentation.

20. Additional Requirement

The price payable to the bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes (including any changes suggested in VAPT observations) arising during the subsistence of the contract / agreement, and the Bank shall not pay any

additional cost for the same. VAPT need to be conducted by successful bidder and Bank at periodic intervals during the contract period. The cost for VAPT carried out at bidder's end shall be borne by the bidder only.

21. Inspections and Tests

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

Should 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.

The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim.

No clause in "Inspection and Tests" clause shall in any way release the Bidder from any warranty or other obligations under this Contract.

22. Transportation and Insurance

All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Bidder till the acceptance of the Digital Signage Unit and its components (like Multi Media Player etc.) at Bank end location. The Bidder should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

The insurance for the equipment's at the site shall be on "all risks" basis, including war risks, fire and theft and robbery clauses valid till the acceptance of the Digital Signage Unit and its components (like Multi Media Player etc.) at Bank location. In case any loss or damage of any nature whatsoever occurs, the bidder shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s.

23. Audit

All Bidder records with respect to any matters covered in 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.

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.

Compliance with best security practices may be monitored periodically by computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The Bidder must provide the Bank access to various monitoring and performance measurement systems. The Bidder has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.

24. Bid Security (Earnest Money Deposit)

Bidders are required to provide an earnest money deposit (EMD) of an amount as mentioned in "[A] Important Dates" at the time of submission of bid. The proof of the same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee as per the format detailed in Annexure 05 of an equal amount issued by a Schedule 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)

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 and no interest shall be paid on Bid security money provided by the bidder. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

Successful and Unsuccessful Bidders as part of shortlisting process:

- **Unsuccessful Bidders who have not been shortlisted** - 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 bidder.
- **Successful Bidder** – Bid security money deposit or bank guarantee will be discharged upon the bidder furnishing the Performance Bank Guarantee.

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 or refuses

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

25. Exemption for EMD amount

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

Since RFP is being floated on GeM Portal, Bid Security related exemptions as specified in clause 4, Section xiii, Sub-section 'm' of GeM GTC are applicable as the case may be.

26. Preference to Make in India initiative

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

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

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

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.

As part of every bidder evaluation 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 requirement will be opened.

27. Performance Guarantee

The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 17 to the extent of 3% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and Bid Security / earnest money deposit (EMD) submitted by the selected bidder will be forfeited.

28. Service Level Agreement and Non-Disclosure Agreement

The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 19), which contains 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 bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order within 30 days from the date of Contract / 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 successful bidder.

29. Evaluation process

A two-stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Eligibility Cum Technical Bid Evaluation
- ▶ Stage 2 – Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

A. Eligibility Cum Technical Bid Evaluation

Eligibility criterion for the bidder to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criteria Compliance. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

The technical bids of only those bidders who qualify the above-mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability. The technical proposal should be complied with the technical requirements as mentioned under Project Details and Scope of Work Annexure 12 and Functional and Technical Requirement Annexure 13. Demonstration of the proposed solution and the product is mandatory as part of the technical evaluation.

If any of the requirement is found non-complied, the proposal will be disqualified outright.

B. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The opening of the commercial bid would be communicated separately to the technically eligible Bidders. The commercial bids submitted by Bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly, the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is as follows:

- The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.
- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC / ATS) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services will be considered in the year of purchase only and not in subsequent years.

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

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

30. Commercial Bids Terms

- 30.1 The bidder is requested to quote in Indian Rupee (INR) only. Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation.
- 30.2 The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 30.3 In case of any variation (upward or down ward) in Government levies / taxes /

cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.

- 30.4 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- 30.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- 30.6 The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- 30.7 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.
- 30.8 The Bank is not responsible for the arithmetical inaccuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

31. Price Comparisons

- 31.1 The successful bidder will be determined on the basis evaluation mentioned in

Evaluation Criteria in this RFP document.

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

32. General Terms and Conditions

- 32.1 The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 32.2 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP

- document. 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.
- 32.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- 32.4 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 32.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 32.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 32.7 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
- 32.8 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.
- 32.9 Standards: All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.
- 32.10 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
- 32.11 Only one submission of response to RFP by each Respondent will be permitted. In case of partnership, only one submission is permitted through the lead bidder.
- 32.12 The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 32.13 The Bank expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 32.14 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the bidder responses would not be incorporated automatically in the tender document.
- 32.15 Unless expressly overridden by the specific agreement to be entered into

between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.

- 32.16 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.
- 32.17 The bidder shall ensure that no other equipment / structure / setup of Bank get damaged due to their activities. Any damages caused to Bank property due to bidder's negligence shall be passed on the Bidder's account.

33. Rules for Responding to this RFP

- 33.1 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 aforementioned timelines.
- 33.2 All responses received after the due date/time as mentioned in "[A] Important Dates – 4. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. Online Govt. GEM 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.
- 33.3 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.

Responses to queries will only be provided to the Respondent via Online Govt. GEM portal. 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.

- The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 33.4 Bidder should submit their Eligibility and Technical bids Online i.e. through Online Govt. GEM portal.
- 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 Govt. GEM portal, the RFP is liable to be summarily rejected.
- 33.5 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
- 33.6 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 33.7 All responses would be deemed to be irrevocable offers / proposals from the bidder and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder.
- 33.8 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids.
- 33.9 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 33.10 The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 33.11 Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder 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 bidder is liable to be rejected.
- 33.12 The bidder is expected to provide the best option and quote for the same.
- 33.13 Bidder must furnish requirements as per the formats provided in the RFP document.

- 33.14 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 33.15 In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 33.16 In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the bidder. The same item has to be supplied by the successful bidder free of cost
- 33.17 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank's interpretation will be final.
- 33.18 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- 33.19 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 bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 33.20 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.
- 33.21 This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- 33.22 Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
- 33.23 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.
- 33.24 For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates".
- 33.25 For all technical details and relevant standards and specifications of this RFP that

- may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank. In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.
- 33.26 Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- 33.27 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 bidder made after receipt of the proposal will be at the sole discretion of Bank.
- 33.28 The bidder getting the order shall deliver the necessary equipments at locations designated by the Bank. The equipment at individual sites will be deemed accepted only after all the items are installed and in working condition as per Bank's requirement.
- 33.29 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 bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 33.30 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different vendor may be selected based on the selection process.
- 33.31 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 33.32 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.
- 33.33 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed

to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- 33.34 The bidder 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 bidder 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 bidder 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 bidder for performance of the obligations of the bidder. The bidder 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 bidder.
- 33.35 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 bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 33.36 The bidder covenants and represents to the Bank 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.
- 33.37 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.
- The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.
- The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the bidders
- The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

33.38 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 bidders about changes, if any.

33.39 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 Govt. GeM Portal and also Bank's website.

33.40 The Bank reserves the right to extend the dates for submission of responses to this document.

33.41 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

- 33.42 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed requirement.
- 33.43 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 bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 33.44 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.
- 33.45 Price Discussion – It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 33.46 Incidental Services - The bidder shall provide all the services as specified in the tender document, particularly the Project Details and Scope of Work including Functional and Technical Requirement. The price for performing the required incidental services shall be deemed to be included in the Contract Price.
- 33.47 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 33.48 There will be an acceptance test by the Bank after supply and installation of Digital Signage System (DSS). In case of discrepancy in the implementation, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants.
- 33.49 Bidder 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 bidder in writing as soon as practicable when the Bank becomes aware of the claim. 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.

- 33.50 The bidder 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 bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 33.51 The bidder 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 bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the bidder will make all required payments and deposits of taxes in a timely manner.
- 33.52 Bidder should ensure that the hardware / device delivered to the Bank including all components and attachments are brand new.
- 33.53 The bidder should furnish an undertaking letter from original equipment manufacturer as per Annexure 10 authorizing the bidder to quote for OEM's product in response to the RFP from the Bank.
- 33.54 Bidder shall provide a valid verification report of all the resources deployed (if any) on the Bank of Baroda project on the Bank's premises within 1 month from the date of on boarding on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after valid verification, however not later than 1 month from the date of on boarding.
- 33.55 Undertaking on Information Security (Annexure 11) - The bidder should furnish a letter both from the original equipment manufacturer and also from the bidders end providing an undertaking on Information Security of Authenticity for Digital Signage System supplied. This undertaking from both OEM and the bidder is on Information security as per regulatory requirement.

34. 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. Also the bidder shall comply with the provisions of code of wages, and other labour welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time

to the Bidder.

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.

35. Grievance Redressal

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 at cgm.digitalops@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

The Chief General Manager
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai – 400051

36. 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 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.

37. Governing Laws

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

38. Prevention of 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 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 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.

Bidders responding to this RFP need to sign the Integrity Pact (IP) as detailed in Annexure 20 which will be also signed by Bank’s representative.

Successful bidder, who will be selected according to the service / work / project for which this Request for Proposal is invited shall comply with the Bank’s Code of Ethics which is available on the Bank’s website > Shareholder’s Corner > Policies / Codes > Our Code of Ethics.

39. 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.

40. The bid submission by related parties

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank’s discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

41. 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 GeM portal
- ▶ 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.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

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

42. Information / Cyber-Security Measures / Controls

The Bidder need to provide an undertaking on their letter head as per Annexure 21 to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to Bidder / outsourcing issued by regulators / legal entities from time to time. The Bidder shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Bidder has to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected Bidder has to abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA / SLA signed with the Bank at the time of award of contract.

43. 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.

44. 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:

- ▶ Bank's authorized / bonafide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- ▶ An act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- ▶ Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- ▶ Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- ▶ 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
- ▶ 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 Bidder contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

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/RFQ 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:

- ▶ Notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- ▶ 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:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or
- ▶ 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.

45. Confidentiality

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

- a) All Bank'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 Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder 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. The bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.
- b) Bidder shall not make or retain any copies or record of any Confidential Information submitted by Bank other than as may be required for the performance of Bidder
- c) Bidder shall notify Bank promptly of any unauthorized or improper use or disclosure

of the Confidential Information.

- d) Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder 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 Bidder or its affiliates.
- e) Bidder 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) Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the 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 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:

- 1) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- 2) Prior to the disclosure by Bank was known to or in the possession of the Bidder at the time of disclosure ;
- 3) Was disclosed or parted with the prior consent of Bank;
- 4) Was acquired by Bidder 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.

The Bidder 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 or Confidential Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary or Confidential Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

The confidentiality obligations shall survive the expiry or termination of the RFP / agreement between the bidder and the Bank.

46. Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP 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.

47. Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

48. Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

49. Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

50. Force Majeure

The bidder 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 not involving the bidder'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 Bidder 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 Bidder shall continue to perform Bidder'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 Bidder shall hold consultations in an endeavor to find a solution to the problem.

51. Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior

notice. In following events Bank shall terminate this assignment or cancel any particular order if bidder:

- a) 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
- b) failure by Bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. or
- c) The progress regarding execution of the contract/ services rendered by the Bidder is not as per the prescribed time line, and found to be unsatisfactory; or
- d) Supply of substandard materials / services ; or
- e) Delay in delivery / installation / commissioning of services; or
- f) If deductions of penalty exceeds more than 10% of the total contract price; or

Bank may terminate this RFP or subsequent agreement on happening of following events:

- a) The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- b) 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;
- c) The bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- d) Failure of the Bidder make good the situation within the remedy period
- e) The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.
- f) The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- g) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
- h) Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- i) The vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy 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 Bidder at least 30 days prior notice in writing.

In case of order / contract cancellation, any payments made by the Bank to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the bidder.

52. Effect of termination

If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the Bidder 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 vendor 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.

53. 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.

"Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

"Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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 the Bank shall be liable to the Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

54. 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.

55. Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

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.

56. 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 (with hard copy to follow for email), addressed to the other party at the addresses and email given in the contract.

Notices shall be deemed given upon receipt, except that notices send 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 email, on business date immediately after the date of successful email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the communication was completed in full to the correct email sent to correct email address).

Any Party may change the address and email address 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.

57. 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.

58. 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 Bidders 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.

59. Cumulative Remedies

The various rights and remedies of either party under the agreement (to be executed under this RFP) whether provided therein or otherwise, conferred by statute, civil law, common law, custom or trade usages are cumulative and not alternative and no one of them shall be exclusive of any other as of any right or remedy allowed by law and may be enforced successively or concurrently.

60. Severability

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

61. 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 Bidder against payments due and payable by Bank to the Bidder for the services rendered.

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

62. Covenants of the Bidder

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

The Bidder 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 Bidder shall be in sole employment of the Bidder and the Bidder 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 Bidder.

The Bidder:

- 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 Bidder for any amount due or claimed to be due by the Bidder 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 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.
- 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 Bidder 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 Bidder 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 Bidder 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.

63. Vicarious Liability

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

64. 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.

65. Guidelines and E-tendering Instructions

65.1 Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
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65.2 Downloading of Tender Document

The tender document is uploaded / released on Govt GeM portal as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid must be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

65.3 Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall

have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

65.4 Do's and Don'ts for Bidder

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ Govt GeM portal is opened for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
 - The encrypt / upload process of soft copy of the bid documents large in number to GeM portal may take longer time depending upon bidder's infrastructure and connectivity.
 - To avoid last minute rush & technical difficulties faced by bidders in uploading / submission of bids, bidders are required to start the uploading of all the required documents -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with GeM portal service provider well in advance.
- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by Govt GeM portal service provider.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

65.5 GeM portal usage Charge:

As per Revenue Policy of the GeM, Bidder / Seller shall pay all the applicable transaction charge, annual milestone charge to GeM at the time of accepting the order and same will be payable by the bidder. Bank shall not be liable for any cost / charges applicable / related to GeM procurement.

Annexure 01 – Table of Contents

Bid to contain the following (All the documents should be digitally signed by authorized representative of bidder)

Section#	Section Heading	Performa Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder (regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India)	Annexure 03
3.	Bid Security (Earnest Money Deposit) Letter	Annexure 04
4.	Bid Security Form (EMD in the form of Bank Guarantee)	Annexure 05
5.	Bid Security Declaration for Micro and Small Enterprises (MSE) / Start-ups	Annexure 06
6.	Letter of Undertaking from the bidder	Annexure 07
7.	Conformity Letter	Annexure 09
8.	Letter of Undertaking from the OEM	Annexure 10
9.	Undertaking of Information Security (Bidder & OEM)	Annexure 11
10.	Technical Proposal	Bidder need to provide the Compliance of all project details and Scope of Work Annexure 12 and Functional and Technical Requirement Annexure 13 along with detailed bill of materials
11.	Executive Technical Summary - Project proposal with detailed execution plan, Data sheet of the product offered along with Bill of Materials etc.	Bidder to provide
12.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document from authorized representative of bidder.	Bidder to provide
13.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 15
14.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide

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Section#	Section Heading	Performa Given
15.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
16.	Declaration / undertaking for the compliance of Information & cyber security controls	Annexure 21
17.	Integrity pact (Bidder to submit duly Signed and Stamped /digitally signed Integrity Pact with Rs. 600 Non Judicial stamp paper /eSBTR along with Bid)	Annexure 20
18.	Service Level And Non-Disclosure Agreement Format	Annexure 19
19.	Information/Cyber-Security Measures/Controls for selected Service Provider	Annexure 22
<p>Commercial Bid should be strictly as per Commercial bid format (Annexure 16). Any commercial bid submitted not in conformity with Annexure 16 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.</p>		

Annexure 02 – Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 3 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The Bidder are from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 03 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OSD/OEM)
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
5	The Bidder to provide an undertaking on his letter head that all requirements highlighted as part of RFP Document are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder (self-certified letter)
6	Applicable for bidders under, Preference to 'Make in India'		1) Self certification as per Annexure 23 specifying

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	<p>initiative:</p> <p>The bidder / OEM should be a Class-I / Class-2 Local Supplier as defined in the Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by DPIT(PPD)/MoC/GOI</p> <p>AND</p> <p>The bidder / OEM needs to comply with the Minimum Local Content Percentage (%) as defined in Annexure Order No. 18-10/2017-IP dated 29.08.2018 by DOT/MOC/GOI and File no. 1 (10)/ 2017-CLES MeIT/GOI/od dated 6.12.2019.</p> <p>In this RFP process, OEM / Bidders product (make & Model) will be classified as Local Supplier or Non-Local Supplier as per definition in the above mention order for preference to make in India Product during Commercial Evaluation Stage.</p>		<p>that the item offered meets the Minimum Local Content and shall give details of the location(s) at which the local value addition is made in the format as per attached Annexure 23</p> <p>2) Certification from the statutory Auditor or Cost Auditor of the company (in case of companies) or Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content against each quoted line item as per attached Annexure 24</p>
B	Financial		
1	<p>The Bidder must have registered average annual turnover of Rs. 25 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021-22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p><u>Below clause is applicable for MSE / Start-ups:</u></p> <p>The Bidder must have registered average annual turnover of Rs. 12 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2021-22 & 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p>*If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21,</p>		<p>Audited Financial statements for the financial years FY 2021-22 & 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>(Valid certification to claim MSE / Start-up exemptions)</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	<p>2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>		
2	<p>The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – FY 2021-22 & 2022-23 & 2023-24*.</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>* If 2023-24 Financial Statements of any bidder is unaudited, then Financial statements for 2020-21, 2021-22 and 2022-23 will be considered, along with an undertaking letter from the bidder that FY 2023-24 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2020-21, 2021-22 and 2022-23 are to be submitted.</p>		<p>Audited Financial statements for the financial years FY 2021-22 & 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>
C	Experience & Support Infrastructure		
1	The Bidder must be in the business of providing Digital Signage System (DSS) in India at least for the last 3 years.		Documentary proof of order / contract copy / customer credentials.
2	<p>The bidder should have supplied & supported Digital Signage System (DSS) comprising of a Centralised Digital Signage Solution and Digital Signage Unit:</p> <p>a) -500- nos. of Digital Signage Units at End location to at least - 1- Scheduled Commercial Bank /</p>		Letter of confirmation from the entity on satisfactory delivery of the ordered quantity and support.

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S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Single order or combination of orders to single entity) OR b) -1000- nos. of Digital Signage Units at End location to Scheduled Commercial Bank / Financial Institution / Govt. Org / PSUs / Airports / Railways in India in the last 2 years from the RFP date (Cumulative Orders)		
D	Others		
1	One bidder can bid only with one OEM and similarly one OEM can bid only with one bidder but both cannot bid. (OEM here would be both the Centralised Digital Signage Solution and Digital Signage Unit)		Letter of confirmation from both bidder and OEM.
2	The Bidder should have authorization from OEM to quote for their products		Letter of authorization from the OEM as per Annexure 10 (Not applicable in case if OEM bids directly).
3	Bidder should stock adequate spares of all items supplied		Letter of undertaking from the bidder.
4	The Bidder should supply the required quantity in the given delivery time frame.		Letter of undertaking from the bidder.
5	The Bidder and OEM should be ISO 9000:2000 certified organization		Copy of certificate from Bidder and OEM

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

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Annexure 03 – Declaration / undertaking (Sharing a land border with India)

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

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

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower, C-34,
G-Block, BKC, Mumbai – 400051

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

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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 04 – Bid Security (Earnest Money Deposit)

(Bidder need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

Sub: Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

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.

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A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

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 05 – Bid Security Form (Bank Guarantee)

(Pro forma for Bank Guarantee in lieu of EMD - Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)

Date DD-MM-YYYY

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051
Dear Sir,

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

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

AND WHEREAS the BIDDER has approached us, for providing the BANK GUARANTEE.

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the BIDDER commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you

on account of breach on the part of the BIDDER of their obligations in terms of the RFP.

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

before expiry of Bank Guarantee.

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

For and on behalf of
Branch Manager
Seal & Address

NOTE:

- 1 BIDDER 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 LOCATED IN MUMBAI.
- 3 BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY

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OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:

BRANCH NAME & ADDRESS: BANK OF BARODA, ALKAPURI BRANCH, R.C.DUTT ROAD, ALKAPURI, VADODARA, GUJARAT– 390007

IFSC CODE: BARB0ALKAPU (FIFTH LETTER IS “ZERO”)

- 4 BIDDER SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

Annexure 06 – Bid security Declaration for MSE / Startup

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

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

Sir,

Sub: Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

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

OR

as per the tender / RFP no:floated for At para no: a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

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

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

In the capacity of: (Insert legal capacity of person signing the Bid Security Declaration)

Request For Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

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

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

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

Corporate Seal (where appropriate)

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

Annexure 07 – Undertaking from the Bidder

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

Sir,

Sub: Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

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. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
4. Masked Commercial Bid (Annexure 15) and Commercial Bid (Annexure 16) have been submitted without any deviation. Bill of Materials which have been marked in the masked Commercial Bid is as per the submitted Commercial Bid without any deviation.
5. 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.
6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
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)

Request For Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

8. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
9. 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.
10. We confirm that we are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. We also undertake to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives

Dated this.....by202

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 08 – 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 Bidder:

Contact Person Name:

Tel No :

Email-ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

Annexure 09 – Conformity Letter

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

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

Sir,

Sub: Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 10 – Letter of Undertaking from OEM

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

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

Sir,

Sub: Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

We (Name of the OSD / OEM) who are established and reputable manufacturers / developers of having factories at, and do hereby authorize M/s (who is the Bidder 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 / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s not being able to fulfill its obligation as M/s Bidder in respect of the terms defined in the RFP (OEM / OSD 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:

OEM / OSD Corporate Name

Address

Email and Phone #

Annexure 11 – Undertaking of Information Security

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

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

Sir,

Sub: Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

We hereby undertake that the proposed hardware / software 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)

Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder / OEM / OSD Corporate Name

Address

Email and Phone #

Annexure 12 – Project Details and Scope of Work

The scope of work is to provide Digital Signage System comprising of a Centralised Digital Signage Solution and Digital Signage Unit along with other components (like Multi Media Player etc.) which will be integrated with the Bank's existing Network Management System for display of all electronic advertisement and / or informational content decided by the Bank from time to time across all the Digital Signage Unit installed at the Bank's end locations. Detailed Scope of Work is mentioned below:

I. General

- a) Only licensed copies of software shall be supplied and ported as part of the overall Digital Signage System. The bidder shall grant an enterprise wide perpetual level license to the Bank to use the solution. Further, all software / hardware supplied shall be of latest version / model available in the market.
- b) The Bidder should integrate the Digital Signage System with Bank's existing Network Management Systems and also follow all network and security level protocol.
- c) Any new advisory / guidelines issued by regulatory authorities need to be implemented without any additional cost to the Bank immediately by the Bidder.
- d) Bidder must provide a solution which will be scalable to integrate with Bank's system.
- e) The selected bidder shall be responsible but not limited to end-to-end supply, installation, De-installation, configuration, customization, implementation roll-out, failover testing, integration with bank setup, management and maintenance during the entire contract period at no additional cost to the Bank.
- f) Bidder should be able to provide following type of Digital Signage Unit (Based on the order placed by the Bank):
 - Product Line 1 – Digital Signage Unit (55 Inches)
 - Product Line 2 – Digital Signage Unit (43 Inches)
- g) The bidder shall also provide documentation as required by Bank
- h) Must ensure before delivery that the Operating System is hardened to block the services which are not required. The bidder should have necessary controls in the Digital Signage System to prevent any cyber-attacks (like ransom ware, virus attack etc.).

II. Delivery Installation and Support

- a) The bidder should provide support on PAN INDIA basis. The scope of support shall include:
 - Setting up of the overall Digital Signage System comprising of a Centralised Digital Signage Solution and Digital Signage Unit along with other components (like Multi Media Player etc.).
 - Delivery and installation of the Digital Signage Unit box at each Bank location as requested by the Bank and providing demo to the identified Bank official/s.
 - Rectification of bugs / defects if any.

- Maintenance of Hardware / Software.
 - Patches / IOS / OS / Firmware updation, any other up gradations etc. should be done by the bidder.
 - Reinstallation of firmware / software once the firmware / patches are released.
 - Solving issues in devices and taking remedial steps
 - Replacement of faulty hardware, software, accessories etc.
- b) The bidder shall be responsible for mounting the display at each branch / office either as wall-mounting if wall space is available or stand mounting. All accessories have to be provided by the bidder.
- c) All necessary cables, connectors, Multi Media Player, power adapters etc. will also be supplied by the bidder along with the Digital Signage Unit.
- d) The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to de-install the equipment, pack the equipment along with other accessories and hand it over to Bank for transport. Further the bidder shall re-install and maintain the same at the shifted location. Bank will bear the transportation & transit insurance cost only in respect of shifting for already installed devices and all other costs need to be borne by the bidder. The Warranty of the equipment will continue from the new location as the case may be and the bidder needs to provide service & support of the same from the new location.
- e) Bidder should have adequate staff to provide support physically at Bank location.
- f) Bidder should have repairing / service center, having adequate number of trained personal in the country PAN India.
- g) The bidder should have full-fledged development and support center in India. Bidder should be well-equipped and provide 12x7x365 support to the Bank for the equipment's / devices (Digital Signage Unit, Multi Media Player etc.) installed at the end locations and provide 24x7x365 support to the Bank for the Digital Signage Solution installed at the centralised location (DC & DR).
- h) Bidder has to deliver the device as per the requirement of the Bank at the Bank location PAN India at no additional cost to the Bank.
- i) The bidder should provide online support immediately on raising request and presence of support staff on site, if required, shall be made available within 24 hours.
- j) Any defective device / missing part identified while installation shall be replaced with a new device immediately by the bidder without any additional cost to the Bank.
- k) After successful installation of Digital Signage Unit at Bank location, bidder should take installation sign off report signed and stamped by the concerned Bank Branch official.
- l) Generate necessary audit-trails and dashboard / analytics to monitor performance on SLA parameters.

- m) Maker checker functionality should be available to upload the contents along with audit trail.
- n) Facility to view web-casts / integration with social media (Twitter, Facebook, YouTube etc.) for bank's official contents from banks administrative offices / corporate office.
- o) Bidder to clearly indicate the fault resolution process including the process for lodging complaints for break downs or other problems encountered by branches in the functioning of the Digital Signage System.
- p) Bidder should be able to remotely reconfigure, maintain and monitor all digital signage hardware and software components at regular intervals and provide health reports as per Bank guidelines. This should include switching on and off of the equipment on a daily basis at stipulated times.
- q) Digital Signage Unit should have protection through metal jacket for the safe housing of the Media Player and all cables to avoid damages from pests, rats, rodent etc. starting from the date of delivery till the contract period. Bidder will replace the damaged part during the contact period in case of any loss due to pests, rats, rodent. Bank will not entertain any claim of any part damages by pests, rats, rodent.

III. Stock Maintenance

- a) Bidder should maintain considerable quantity of Digital Signage Unit at any point of time in different geographical area.
- b) The stock should be made available to all the regional centers of bidder to comply with TAT of delivery and installation.
- c) The selected bidder will undertake to ensure availability of offered Digital Signage Unit during the contract period, as well as maintenance of sufficient inventory of genuine spare parts during the contract period.
- d) The safety of the stock is responsibility of the bidder and depreciation in stock valuation (if any) is not the liability of Bank.

IV. Content Display

- a) The supplied system should be capable of displaying multiple and standard formats of video, images and graphics like but not limited to MP4, AVI, MKV, FLV, MOV, PPT, PPTX, PDF, jpg, jpeg, png, BMP, TIFF etc.
- b) The system should be capable of dividing the display screen into various zones so that content can be displayed on each zone independently.
- c) Ability to form various groups of displays based on various criteria like but not limited to geography, customer-segment, etc. The formation of groups is to be non-exclusive where the same display is part of multiple groups, appropriate conflict resolution algorithm must be in place to resolve conflicts
- d) The system should provide option to either schedule content or display it immediately.
- e) The content should be stored in the display device so that it can function in low / no bandwidth.

- f) The contents are to be administered from both banks corporate offices as well as control delegated to Zonal / Regional offices. Location to be decided by the bank from time to time. The system should provide the capability to administer (choose what and how to display) either / both centrally or / and through Head Offices / Zonal Offices / Regional Offices.
- g) Information that has to be displayed on the screens would be created centrally by the Bank and the system will have the capability to broadcast the information from a centralized location.
- h) The connectivity medium would be Bank's Internal Network (LAN / WAN)

V. Dashboard and Report

a) Bank Portal:

- Should have user id and password to enable login by Bank team. Option to be available for providing Administrator or Normal User rights to a Bank User.
- Portal should have option for tracking the delivery & installation of the device.
- The portal should have the download option for report generation which should contain date of delivery and date of installation with the signed copy from Bank official having received the demo.
- Portal should have detailed and summary report (monthly, quarterly, half-yearly, yearly, between any specific dates) for uptime of the entire Digital Signage System and also for individual Digital Signage Units installed at end locations. This will be used for Uptime calculation purpose. Bank should be able to generate the penalty calculation report through the portal.
- Any Digital Signage Unit being down should have details related to reason for failure. Portal should have details related to such failures and the same to be available in the form of report.
- Lodging / raising trouble ticket with asset tagging for each machine and a separate Tab / portal for complaint received and its status. The portal should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day, Call logged and Closed etc.
- Providing periodical reports and insights on the contents displayed, screen time, server performance etc. as required by the bank. Providing on-line real time health / usage status of each machine.
- The portal should also enable push notification from bank for promotional message.
- Billing reports should be generated, and respective Bank official should be able to verify online by providing the dashboard.

b) Inventory Management Portal:

Bidder should provide a dash board utility to the bank (for access by branches / Regional offices / Zonal offices / Digital operations) with the following features:

- Portal should allow login with pre created User ids as allotted by the bank to its field functionaries.

- Placing indent for fresh Digital Signage Unit with location details (Facility to enter single entry as well as upload of bulk entry by way of Excel sheet)
 - Report option to be available for generating Regions wise / Zone wise indent report on a daily / period wise report along with installation status
 - Bidder should update the portal with installation status and upload the Bank sign off on installation as successful sign off.
 - Maintaining inventory of Buffer stock and further allocation of buffer stock by the respective Bank team.
 - Maintaining the entire inventory of delivered and installed devices along with the details like Serial No., Device id etc.
 - The device delivery and installation status should be updated in the portal on regular basis by the Bidder for tracking of the same by the Bank.
- c) The report should be downloadable / exportable in PDF / Excel / CSV and other compatible format as per the Bank's requirement.
- d) Complete details required as part of the Dashboard will be shared by Bank to the successful bidder.

VI. Repair & Maintenance

- a) The bidder shall submit the maintenance procedures and call log-in procedures along with the escalation matrix.
- b) Any software support like update / enhancement / software upgrade (Centralized system upgrade, Patch, OS and Database version upgrade along with other upgrades) etc. shall be supplied, Installed and commissioned by the bidder at no additional cost to the Bank. However, any such software support like update / enhancement / upgrade shall be communicated to the Bank by the bidder within a period of one month from the date of release.
- c) Any software related issue or media related malfunctioning which ultimately affects the performance of Digital Signage Unit, shall be rectified during the full period of the Contract, at no additional cost to the Bank
- d) The system spare parts / services, accessories and complete maintenance of the system shall be supported during contract period. Further, bidder should provide the spare equipment in case of device failure. The replacement of faulty equipment should be of same model or higher end model subject to approval of the Bank and should support all the performance requirements of existing equipment without any extra cost to bank.
- e) If any of the peripheral(s) / component(s) is taken by the bidder for repair during the contract period, the substitution shall be carried out with peripheral(s) / component(s) of equivalent or higher capacity.
- f) In case of need, switching to other make / model of Digital Signage Unit, Bidder will support and provide its service related to switching with other vendor without any additional cost to Bank.
- g) Any application or firmware update related to Digital Signage Unit installed at

the field should be provided over the network by the bidder.

- h) Providing on call and field support where required to take care of any disruption in operation of the Digital Signage System.
- i) There should be a provision for sending email and SMS containing fault information to respective custodian of digital signage units, in case it's not working.
- j) Tickets should be automatically raised instead of waiting for manual raising of tickets in case of non-working of DSS unit and tracking of status of the raised ticket to be made available.

VII. Compliance and Audit

- a) Ensure compliance with the existing regulations / laws on consumer data protection and privacy.
- b) There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data
- c) The entity should have robust IT infrastructure and managerial resources. The IT systems used for end-to-end processing shall provide end-to-end integrity of information processing.
- d) The Bidder along with OEM should comply with the CISP policy, regulatory guidelines i.e. Govt. / RBI / CERT-IN / NPCI / DeitY / MeitY / SEBI / AMFI etc. and industry guidelines.
- e) The Bidder solution should be compliant to all the existing operating circular of any regulatory body or Government of India guidelines and as and when issued by any such authority.
- f) Providing support for closing any internal or external audit / VAPT recommendations.
- g) Periodical certification / audit of the hardware, software and application to be completed at bidder's end and the copy of certificate and report to be submitted to the Bank.
- h) Bidder should comply with Bank's Information security policy such as but not limited to:
 - Responsibilities on system and software access control and administration.
 - Responsibilities for data and application privacy and confidentiality.
 - Data encryption / protection requirement of the bank.

VIII. Outsourcing

- a) The security and data integrity to be ensured and it would be responsibility of Bidder.
- b) Adequate and testing Disaster Recovery and Business continuity plan.
- c) Should comply with outsourcing policy of RBI and Bank.

IX. Preventive Maintenance – Half Yearly mandatory visit

- a) Bidder shall carry out preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of equipment) at least once in Half Year for the entire period of contract to ensure that the equipment is in efficient running condition. Reports for the same must be submitted to Bank and also present in the Bank portal so that the same can be monitored upon.
- b) Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc. Worn out parts should be replaced / repaired / rectified within a maximum period of 24 hours from the time of fault occurrence. No charges will be borne by the bank in case the preventive maintenance is not carried out as per the stipulated conditions.
- c) In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected.
- d) The Bidder shall keep sufficient quantity of spares as stock during the period of contract at their support office across the country.

X. Others

- a) Bidder should be capable of providing the Digital Signage Unit as specified under Functional and Technical Requirement Annexure 13.
- b) Supply, install and maintain the Digital Signage Unit at various locations identified by the bank. The bidder will also coordinate with relevant teams and provide the necessary assistance for successful installation, integration and functioning of the devices.
- c) Bidder should provide Break-fix support and upgrades for the supplied Digital Signage Unit.
- d) The bidder should liaison with Bank's identified team and provide service & support for the Digital Signage Unit. The service calls shall be logged by Bank's identified team and the bidder should support and service the request in coordination with them.
- e) Bank will have periodic review of technology. Bidder will supply the models approved as per technical aspects. In case any of the models becomes obsolete, then Bidder will provide the latest model available at no extra cost to Bank.
- f) The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to de-install the equipment, pack the equipment along with other accessories and hand it over to Bank for transport. Further the bidder shall re-install and maintain the same at the shifted location. Bank will bear the transportation & transit insurance cost only in respect of shifting for already installed devices and all other costs need to be borne by the bidder. The Warranty of the equipment will continue from the new location as the case may be and the bidder needs to provide service & support of the same from the new location.

- g) All the parts of items supplied would be covered under comprehensive onsite warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of bidder to fill up the gap.
- h) Bidder should undertake to provide maintenance support to equipment and arrange for spare parts for Digital Signage Unit during warranty period or any extended period.
- i) If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the bidder at no additional cost to the Bank.
- j) The Digital Signage System should be scalable as per Bank's future requirement to extend in branches at other locations / cities.
- k) The Server Hardware proposed should be sized initially for 2000+ machines with further scalability to accommodate more number of machines in future.
- l) If at any stage during the period of contract, the performance degrades due to any reason, the bidder shall be responsible for taking corrective steps with respect to Software up gradation, customization etc. without any additional cost.

Annexure 13 – Functional and Technical Requirement

A. Functional and Technical Requirement of the Digital Signage Solution:

S. No.	Requirements	Comments/Remarks
A	Application Architecture	
1	The architecture should support online real time updation between the application & database across the primary and secondary sites	
2	Integrity of the data should be maintained between the application & database.	
3	The architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilisation (CPU, Memory, Storage Capacity / Hard disk, etc.)	
4	Should provide a single-sign-on solution and support LDAP. Solution should integrate with Bank's Windows Active Directory to achieve Single Sign On (SSO)	
5	Solution is platform agnostic – not dependent on a particular hardware setup.	
6	Solution should be agnostic to any make, model and size of Digital Signage Unit installed at the end locations.	
7	Scalable to support increased requirements of the Bank	
8	Solution is capable and being offered in such a manner that includes installation either as a single instance or multi instance depending on Bank's requirements	
9	Supports real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site	
10	Solution architecture has the capability to be configured in active-active mode	
11	Application supports database and OS level clustering	
B	Database Requirements	
1	Ability to support for pooling multiple database connections when the load on the application increases	
2	Ability of the database to support clustering. Indicate the number of clusters that can be configured.	
3	Ability of the database to support central storage of data with multiple instances of the database	

S. No.	Requirements	Comments/Remarks
4	The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below 70% utilisation (CPU, Memory, Hard disk, etc.)	
5	Ability to support online replication	
6	Ability to implement SAN / NAS for data storage in the architecture	
C	Staging and Test Environment	
1	Adequate staging procedures and test environments for staging should be supported	
2	Test environments should be exactly similar to production environment	
D	Availability Parameters	
1	The solution should be available 24x7x365	
E	Security / Data Integrity	
1	Integrity of data to be maintained at 100% of time	
2	Data Encryption to be used	
3	Standards & Guidelines should be developed, implemented and followed	
4	Data Integrity should be ensured using internationally accepted hashing algorithms at the level of AES-256 SHA-3	
5	System security is password controlled (for operating system, database, application and terminal id) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.).	
i	sensitive data such as passwords and authentication credentials shall not be logged in transaction or system activity files	
ii	The maximum data length for logging is pre-determined	
iii	Successful and unsuccessful authentication attempts are logged	
iv	Successful and unsuccessful authorization events are logged	
6	An authenticated session, together with its encryption protocol, should remain intact throughout the session. In the event of interference, necessary control should be in place to terminate the session and reverse out the affected session. Appropriate measures to minimize exposure to a middleman	

S. No.	Requirements	Comments/Remarks
	attack which is more commonly known as a man-in-the-middle attack (MITMA), man-in-the browser attack or man-in-the application attack, are implemented.	
i	Sensitive information that is passed in the cookies is encrypted.	
ii	The session identifier shall be random and unique.	
iii	The session shall expire after a pre-defined length of time.	
7	The Bidder shall create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps	
8	The Bidder shall only install or use cryptographic modules based on authoritative standards and reputable protocols (Please refer to the Customer's Cryptographic Key Management Guidelines). The Bidder shall implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Bidder shall implement or support encryption when data is transmitted, transported or delivered.	
9	Security framework is supported in terms of authentication, multi-level authorisation, auto log-off, password control, single sign-on audit	
10	System allows administrators to implement access management in a granular manner	
11	System provides comprehensive audit trail features to monitor activity of specific programs and data files etc. The system should also provide on-line access to audit trail information.	
12	Time/date stamp, user ID, & before and after changes	
13	Should maintain activities executed by the Application system administrator	
14	Segregation of duties is permitted (e.g. segregated function between system and application administration)	
15	Ability to define groups so that access can be categorised	
F	Interfaces	
1	All modules in the system are fully integrated and provide online processing, real time updates and batch processing	
2	Provide support to standard messaging protocols for interfacing.	

S. No.	Requirements	Comments/Remarks
3	The system should have the ability to rollback a session to a particular stage and restart, if required.	
4	Ability to interface with email and sms server.	
5	Availability of application interface APIs on Unix and Windows platforms	
6	Security features and consideration for the interfaces. System should cater for end-to-end encryption.	
7	Interface should be able to handle exceptions (e.g. output to log files, retries) when unsuccessful. Able to handle continual processing or gracefully terminated.	
G	Web Server	
1	The application should have the ability to support Apache, Netscape enterprise, Commerce server, Microsoft IIS, OHS or any equivalent web servers and accordingly license need to be factored.	
2	Should be able to install on UNIX and Windows flavor of Operating systems.	
3	The web server should scale to future bank requirements	
H	Application Server	
1	The application should be able to support HTML, DHTML, etc. (Markup language)	
2	Client side scripting / programming languages like Java scripts, VB scripts, Java Applets, ActiveX, etc. should be supported	
3	The application should support the application layer technologies like Java, C++, Netscape server application process interface, Internet server application process interface, etc. should be supported	
4	Database Connectivity support should at a minimum be ODBC, JDBC, etc.	
5	Support standard queuing engines (IBM MQ, MSMQ, Weblogic etc.) and license requirement needs to be defined like Standard / Enterprise	
I	Audit Trail	
1	System should provide comprehensive audit trail features such as:	
i.	Daily activities log are merged into the history log files	

S. No.	Requirements	Comments/Remarks
ii.	Date, time and user-stamped transaction list are generated for different transactions	
iii.	Do transaction screens display system information including Processing Date, Current Time, Current User	
iv.	Daily activity reports are provided to highlight all the transactions being processed during the day	
v.	Support for recording of Unsuccessful attempts to log-in to the system	
vi.	System to provide session log files. The user should be able to analyse the information (e.g., account id, session time etc.)	
vii.	System should provide tracking of the client's IP & Network Interface address	
J	Reporting	
1	Provide a full set of operational and audit trail reports for each of the modules.	
2	Periodical reports to appropriate authorities can be generated. The frequency and content of the reports can be determined by the bank user.	
3	Generation / transmission of email and sms alerts / advices at various stages	
4	Support for online access of reports	
5	Support for integration with standard report writers to generate user defined reports	
6	Ensure complete log of all successful / unsuccessful events / accesses to the system / database by users, resources used and actions performed (including recording all changed values where applicable)	
7	Automatic report generation capability	
K	Central Server (Software)	
1	Capability to identify screens based on logical combination such as IP address, Branch code, Branch Name, Address, Contact Info, Type of Screen etc.	
2	Logical grouping Signage Screens / Media player by Location / Zones / Region / Subsidiaries etc	
3	Content that has to be displayed on the screens would be created centrally by the bank system to have ability to broadcast information (live text alert, image, audio, video etc.)	

S. No.	Requirements	Comments/Remarks
	from a central location on a real-time basis as well as on an offline basis i.e. store and show technique.	
4	Ability to manage the Digital Signage system for content distribution based on maker checker concept. (at server/content distribution and storage)	
5	Ability to manage/monitor the Digital Media Player centrally.	
6	Complete Audit log to be maintained of the information added/modified/deleted in the system by user/IP address, with backup facility.	
7	Should be able to automatically relay foreign exchange rates, RSS Feeds, Twitter Feeds, Gold Rates, stock market updates as per bank's requirement.	
L	Content Management, Access and Display	
1	Ability to manage the content in terms of time to display, screen split, duration of display, etc	
2	Content Repository facility for reusing the content	
3	Add/modify/delete/combine content in any of the file formats which results in audio, video, graphical or text format (this includes pdf, word, ppt, media files, etc)	
4	Transmitting / downloading /deploying content to a logically grouped branches / locations	
5	Ability to manage the display layout / design on individual screen from a centralized location based on clustering. Single screen or split screen. Facility of Scrolls, crawls images/videos to separate regions on the screens.	
6	Content distribution module should be able to compress the content during transmission and decompress it at the Media player/LED at a particular installation	
7	Ability to view the content by Bank central team before final upload. Tool to create display design preview before publishing.	
8	Design the content with ease in any media format. (Drag and drop content for effective placement on the screen as per the requirement)	
9	Multi-lingual / regional language contents as per the location/region the Digital Signage Screen.	
10	Smart downloading: <ul style="list-style-type: none"> Option to schedule downloading for better bandwidth management. 	

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S. No.	Requirements	Comments/Remarks
	<ul style="list-style-type: none"> Divide big files in smaller fragments. Resume download from the break point if there is network issue 	
M	Monitoring and Control Module	
1	Provision to identify Media Player not getting updates due to power off, network failure etc	
2	Remotely monitoring status of Signage screens.	
3	Ability to power ON/OFF Screens from a centralized location.	
N	User Management & Security Module	
1	<ul style="list-style-type: none"> Admin Console for User creation - Create user and groups with different access levels Password protected access Forgot Password option Antivirus Management on all Digital Media Players and the Central Management solution. 	
2	Ability to manage the Digital Signage Solution based on Maker - Checker concept.	
O	MIS Module	
1	Solution shall provide access to bank officials to generate reports and view dashboards w.r.t. the digital signage i.e. downtime, uptime, ticket logged, content created, content deployed, digital media/LED's working status, etc	
2	MIS on the frequency of content review and update Audit log report on content played for each player	
3	Bandwidth utilization report for upload and download of video files. These reports can be Daily/Weekly/Periodic.	
4	Frequency of switching on/off the LED	
P	Connectivity	
1	Capability of the Digital Signage Solution to work in Bank's WAN. Content pushing is only through Bank's WAN from the Central server	
2	Module at the central location shall have intelligence to check the network usage and then accordingly transmit content i.e. store and forward.	
Q	File Fragmentation	
1	Should support files to be sent in fragments to avoid load on	

S. No.	Requirements	Comments/Remarks
	bandwidth. Bigger Media Content are downloaded into small part and then transmitted from the server to the respective Media Player on the client side.	
2	Delta file downloading - Contents are downloaded in an incremental fashion which means if a file is downloaded half way and after sometime if there is any network error then this file gets auto regained from the last point it had stopped the download.	
R	Time Sync	
1	Date and time should be standard even after system restart.	
2	Digital signage management server should provide a user interface to add new promotions for a selection of dates and times.	
S	Integrated Digital Signage	
1	Digital signage management server should allow users to change screen layouts, change colors of the LED layouts including the fonts and sizes.	
2	Shall support all available Video formats	
3	Videos transmission between the server and the branch should be encrypted using SFTP	
4	Automated display of foreign exchange rates, term deposit rates, etc through integration with bank's backend system. The system should alternate between rates and other promotional content, if required.	
T	Accessibility	
1	The administrator access should be available to multiple users as per role defined by bank.	
2	Should be a Web based system to ensure easy access.	
U	External Media Player (To be part of the Digital Signage Solution)	
1	Media Player Processor: <ul style="list-style-type: none"> • Intel Pentium or above • Graphics Processor Unit (GPU) – Integrated GPU • Internal Storage: 16 GB local storage or above. • With SSD 128 GB • Windows 11 professional 64 bit / Linux 	

S. No.	Requirements	Comments/Remarks
	<ul style="list-style-type: none"> Windows 11 can be downgraded to Windows 10 and whenever bank is ready with Win 11 ISO, the same need to be upgraded to Windows 11. Need to provide supports for 5 years for Operating System with latest updates / patches. Latest Antivirus need to be provided and updated for 5 years for Operating System. Necessary Connectors for video & audio interfaces: RS232, RJ45, HDMI, USBs 5 Years Onsite ATS Support <p>Software Compatibility :</p> <ul style="list-style-type: none"> Content Management Software should be compatible Control and Monitoring Software should be compatible 	

B. Technical Requirement of the Digital Signage Unit

I. Product Line 1

S. No.	Parameters	Minimum Requirements	Compliance (Y/N)
1	Screen size	55 Inch or above Commercial Grade	
2	Minimum life span of display	50,000 hours	
3	Panel Technology	IPS / VA or Equivalent	
4	Display Technology	Energy Efficient LED	
5	Display Orientation	Portrait and Landscape	
6	Native Resolution (Pixels)	3840 x 2160 (UHD/4K)	
7	Brightness (Nits)	350 Nits or higher	
8	Response Time	8 ms	
9	Aspect Ratio	16:9	
10	Contrast Ratio	1100:1 or above	
11	Viewing Angle(H x V)	178 x 178 degree	
12	Refresh Rate	50 Hz or above	
13	Mounting option:	Wall / Roof mounting or fit into the stand	

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S. No.	Parameters	Minimum Requirements	Compliance (Y/N)
14	In Built Speakers Capacity	20 watt or more (10 W – 2 Channel)	
15	Supports Bluetooth Technology:	Yes	
16	BIS Registration and RF Registration	Required	
17	Operating Temperature	0-40 Degree centigrade	
18	Remote Control Type	IR, Bluetooth	
19	Temperature Sensor	Should be present	
20	Dust proof IP Rating	IP5x or higher	
21	Power requirements	100-240V AC, 50-60 HZ	
22	Manufacturer Certification (For the model and make quoted)	Mandatory certifications required UL, BIS, FCC, Energy Star, ISO 14000. For Products classified under MII Category - Only BIS, Energy Star and ISO 14000 Certification is mandatory.	
23	Energy Star Rating	Energy Star 5.0 or Above	
24	Supported Image Type:	All types of images (including TIFF, GIF, PNG, JPEG)	
25	Supported Media Format	All types of media files (including AVI, Blu-ray, DVD, MPEG, WAV, WMA, MPEG, MPEG2, MPEG4)	
26	Supported Audio Format	All Types of audio format (including Mp3_audio, Wma)	
27	Operating Distance	Minimum 7 feet	
28	Connectivity (Input / Output / External Control) (The ports should not be accessible to the public, it should only be accessible through an admin module requiring either a password or mapping of a utility.)	Number of HDMI Ports : Minimum 2	
		Number of USB Ports: Min 2 (to connect hard drives and other USB devices)	
		USB, Built-in HDMI or VGA,DVI-D,DP,AUDIO, Ethernet, VGA,	
		RJ 45:1,RS232,IR In	

II. Product Line 2

S. No.	Parameters	Minimum Requirements	Compliance (Y/N)
1	Screen size	43 Inch or above Commercial Grade	
2	Minimum life span of display	50,000 hours	
3	Panel Technology	IPS / VA or Equivalent	
4	Display Technology	Energy Efficient LED	
5	Display Orientation	Portrait and Landscape	
6	Native Resolution (Pixels)	3840 x 2160 (UHD/4K)	
7	Brightness (Nits)	350 Nits or higher	
8	Response Time	8 ms	
9	Aspect Ratio	16:9	
10	Contrast Ratio	1100:1 or above	
11	Viewing Angle(H x V)	178 x 178 degree	
12	Refresh Rate	50 Hz or above	
13	Mounting option:	Wall / Roof mounting or fit into the stand	
14	In Built Speakers Capacity	20 watt or more (10 W – 2 Channel)	
15	Supports Bluetooth Technology:	Yes	
16	BIS Registration and RF Registration	Required	
17	Operating Temperature	0-40 Degree centigrade	
18	Remote Control Type	IR, Bluetooth	
19	Temperature Sensor	Should be present	
20	Dust proof IP Rating	IP5x or higher	
21	Power requirements	100-240V AC, 50-60 HZ	
22	Manufacturer Certification (For the model and make quoted)	Mandatory certifications required UL, BIS, FCC, Energy Star, ISO 14000 For Products classified under MII	

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S. No.	Parameters	Minimum Requirements	Compliance (Y/N)
		Category - Only BIS, Energy Star and ISO 14000 Certification is mandatory.	
23	Energy Star Rating	Energy Star 5.0 or Above	
24	Supported Image Type:	All types of images(ex-TIFF, GIF, PNG, JPEG)	
25	Supported Media Format	All types of media files(ex AVI, Blu-ray, DVD, MPEG, WAV, WMA, MPEG, MPEG2, MPEG4)	
26	Supported Audio Format	All Types of audio format (ex-Mp3_audio, Wma)	
27	Operating Distance	Minimum 7 feet	
28	Connectivity (Input / Output / External Control) (The ports should not be accessible to the public, it should only be accessible through an admin module requiring either a password or mapping of a utility.)	Number of HDMI Ports : Minimum 2	
		Number of USB Ports: Min 2 (to connect hard drives and other USB devices)	
		USB, Built-in HDMI or VGA,DVI-D,DP,AUDIO, Ethernet, VGA,	
		RJ 45:1,RS232,IR In	

Bidder needs to submit the following separately for both the Product Lines:

- Product Brochure (Publicly available document)
- All relevant certificates for relevant Model and Make quoted as part of the RFP.

Annexure 14 – Service Levels

The Bidder understands the scale of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP.

The Bank expects that the successful bidder to adhere to the following minimum Service Levels:

- Any fault / issue / defect failure intimated by Bank through any mode of communication is to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful bidder.
- The Vendor should have 24x7x365 Management, escalation and resolution infrastructure.
- Availability of a Ticketing System - The transition of a complaint to a defect and fixing of the same should be captured automatically in the tool / workflow and status of the same should be available to Bank on an ongoing basis.
- Time bound problem addressing team (onsite / offsite) for the complete contract period.
- Vendor to arrange for updates required in the system to meet the changes suggested by NPCI / RBI / Govt. of India / regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines which results in penalty to the Bank would be borne by the successful bidder.

A. Digital Signage Solution (Installed at the centralised location (DC & DR))

Bidder will have to guarantee a minimum uptime of 99.50%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.50% on 24x7x365. The penalty will be calculated on a monthly basis as per the details given below:

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% > A >= 99.0%	2% of cost of monthly ATS charges
99.0% > A >= 98.5%	5% of cost of monthly ATS charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly ATS charges for every 0.1% lower than the stipulated uptime

B. Digital Signage Unit (Installed at the end Location)

Bidder will have to guarantee a minimum uptime of 99%, calculated on a monthly basis. Individual Unit (As a whole / any module of the unit including Multi Media Player) availability will be 97% on 12x7x365. The penalty will be calculated on a monthly basis as per the details given below:

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 12 hrs per day for seven days a week excluding planned downtime [12 hrs considered for the period 8 am to 8 pm]

Unavailable Time - Time involved while the equipment / device is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 97%	No Penalty
97% > A >= 95%	0.5% of the price of the respective Digital Signage Unit
95% > A >= 93%	1% of the price of the respective Digital Signage Unit
A < 93%	Penalty at an incremental rate of 0.5% (in addition to a base of 1%) of the price of the respective Digital Signage Unit for every 1% lower than the stipulated uptime

C. L2 Help Desk Resources (Resident at Bank Office)

The Bidder shall ensure 100% availability of L2 Help Desk Resource resident at Bank's Office. Bank will calculate the availability of Resource on monthly basis based on attendance report submitted by the Bidder. The bidder shall make an arrangement of alternate resource in case if any resource is not reporting / available continuously for more than 3 days.

The penalty will be applied on the absence of any resident resource without suitable replacement. Penalty will be charged @ Rs. 1,000/- per day per resident resource.

Bank will recover the penalty from invoices payable to the successful bidder in case the bidder fails to provide the standby resource.

Overall Penalty

The penalty will be calculated on monthly basis and the amount to be deducted will be adjusted from the invoice of subsequent quarter. In case if there is no pending invoice to be paid by the bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai in favor of Bank of Baroda for the same within 15 days from the notice period from the Bank.

The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. In the event of failure of maintaining the uptime SLA and Warranty terms, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of break-down message over telephone / SMS or by e-mail till the system becomes functional or standby is provided.

The overall penalty on account of service level default is capped to a max 10% of the TCO value and thereafter, Bank has the discretion to cancel the contract. These penalty charges will be deducted from the Bank guarantee offered as part of the RFP or from any Bill payable to the Bidder. Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

Note: If equivalent standby is provided that will not be considered as downtime to the maximum period of 7 working Days


Annexure 15 – Masked Commercial Bid

Masked Commercial Bid Format											
Bid No.		GEM/2024/B/5387603 dated 11th September 2024									
Bid Name		Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)									
Name of Bidder											
S. No.	Items	Quantity	Unit Cost	Unit cost to be quoted					Total Amount (Without GST)	GST Amount @ 18% GST	Grand Total (Amount incl. GST)
				Y1	Y2	Y3	Y4	Y5			
A.	Digital Signage Unit:										
1	Digital Signage Unit (55 Inches) [3 yrs warranty]	1500	0.00	X	X	X	X	X	0.00	0.00	0.00
2	Digital Signage Unit (55 Inches) [AMC]	1500	X	X	X	X	0.00	0.00	0.00	0.00	0.00
3	Digital Signage Unit (43 Inches) [3 yrs warranty]	500	0.00	X	X	X	X	X	0.00	0.00	0.00
4	Digital Signage Unit (43 Inches) [AMC]	500	X	X	X	X	0.00	0.00	0.00	0.00	0.00
5	One Time Installation and Integration Cost (Digital Signage Unit)	2000	0.00	X	X	X	X	X	0.00	0.00	0.00
Total Amount (in Rs)									0.00	0.00	0.00

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B. Digital Signage Solution:											
1	License cost (Digital Signage Solution) *	X	0.00	X	X	X	X	X	0.00	0.00	0.00
2	ATS – Digital Signage Solution	X	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	One Time Installation and Integration Cost (Digital Signage Solution)	1	0.00	X	X	X	X	X	0.00	0.00	0.00
4	ATS - Multi Media Player	2000	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	One Time Installation Cost (Multi Media Player)	2000	0.00	X	X	X	X	X	0.00	0.00	0.00
Total Amount (in Rs)									0.00	0.00	0.00
C. Onsite Support Resources:											
1	Onsite Support Charges **	2	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Amount (in Rs)									0.00	0.00	0.00
D. Need Basis Services (Availed by the Bank):											
1	Field Engineer's Visit for De-Installation ***	100	0.00	X	X	X	X	X	0.00	0.00	0.00
2	Field Engineer's Visit for Re-Installation ***	100	0.00	X	X	X	X	X	0.00	0.00	0.00
Total Amount (in Rs)									0.00	0.00	0.00
Total Cost of Ownership (TCO) for the period of 5 years (A+B+C+D)									0.00	0.00	0.00
<p>Note: The Bidder shall quote the Prices in the format mentioned above. Prices to be filled in yellow color boxes (in commercial excel sheet) and nothing to be inserted in boxes where X is mentioned. * License type to be Perpetual. The licenses should cover the current and future requirement of the Bank. ** After successful completion of the implementation & integration, the bidder is liable to provide onsite support (L2 Support) to bank during the tenure of 5 years contract period. The Bank has discretion to avail additional onsite support services also and number of support engineers at person day cost given in the commercial. *** Bank has the discretion to avail the Need Basis Services (optional items services) against the commercial provided. Bank has discretion to mark these line items under optional item, if Bank feels these items are not mandatory for the project. Cost of optional item's services will be considered for TCO calculation purpose however Bank will place order for these optional items at Bank's discretion as per requirement.</p>											

Request For Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)



We abide by following terms and conditions:

- a. For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost in BOM.
- b. The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- c. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. All Deliverables to be supplied as per RFP requirements provided in the tender.
- e. The Service Charges need to include all services and other requirement as mentioned in the RFP.
- f. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- g. All prices to be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- h. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. including GST. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- i. All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- j. Commercial quote signed is final.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Signature of Authorised signatory:	
Name:	
Designation:	
Vendor's Corporate Name	

Request For Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

Annexure 16 – Commercial Bid

As per Excel Sheet attached in GeM

Annexure 17 – Performance Guarantee

BANK GUARANTEE (FORMAT OF PERFORMANCE BANK GUARANTEE)

To,
The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your 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 Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having 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 Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the

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observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-.(Rupees

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

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

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

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 located in Mumbai.

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3. Bank guarantee if submitted, should be accompanied with copy of the SFMS transmitted at the time of issue of bank guarantee. As per IBA notification no. PS&BT/GOVT/2305 dated 16-MAR-2016 along with Ministry Of Finance, Government Of India circular F.NO.7/112/2011-BOA dated 08-MAR-2016 with respect to sending bank guarantee advices through structured financial messaging system (SFMS), it is necessary to confirm the authenticity of the bank guarantees (BG) by SFMS message. The SFMS should be sent to following branch:

Branch Name & Address: Bank of Baroda, Alkapuri Branch, RC Dutt Road, Alkapuri, Vadodara, Gujarat - 390007

IFSC code: BARB0ALKAPU (fifth letter is “zero”)

4. Vendor should ensure that the bank guarantee should contain all terms & conditions as per this format. Bank guarantee submitted with any rider or deviation to the stipulated terms & conditions will not be accepted.

Annexure 18 - Bank Guarantee for early release of retention money

**BANK GUARANTEE
(FORMAT OF BANK GUARANTEE)**

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

Dear Sir,

WHEREAS (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 Purchase Order no. dated (hereinafter referred to as "PO") for

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs./- (Rupees only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Nationalized Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs./- (Rupees only) representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we (Bank) having our head office at and amongst other places, a branch at (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we (bank) shall on demand, pay BOB without any demur Rs./- (Rupees only) and notwithstanding any right the vendor may have against BOB or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the vendor, indulgence shown to the vendor by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by

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absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs./- (Rupees only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) 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 _____ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this day of..... 20..... at

For and on behalf of..... (Bank).

Authorised Signatory in favor of the Bank

Designation

Annexure 19 – 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 Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

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

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

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15 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)

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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 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

(Terms mentioned in the RFP)

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)

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 Digital Banking 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 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

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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 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. The Service Provider shall not use or allow to be used any information other than as may be necessary

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

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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

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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
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from any schedule commercial Bank in India other than Bank of Baroda as acceptable to Bank of Baroda 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 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.

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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

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- parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be Mumbai. 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 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 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

Request For Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

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

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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, Request For Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief General Manager
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai – 400051

If to the

Address _____

ATTN: _____

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

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

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

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

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

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

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

Signed and Delivered by the within named

For Bank of Baroda

For

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :

Annexure 20 – Integrity Pact

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

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

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 /Bidder"

Preamble

BOB is a one of the nationalized PSU Banks having its presence through its _____ number of branches and _____ administrative offices throughout India and _____ 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) and / or 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 the rebeassubs tantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiated is ciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Bidder(s)

- a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - b. The Bidder(s) / 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.
 - c. The Bidder(s) / 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.
 - d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / 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.
 - e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(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) / Bidder(s). 6-7}
 - f. The Bidder(s) / 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.
 - g. Bidder(s) / 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.
3. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (pagenos.8-17).

Section 4 - Compensation for Damages

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

- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders | Bidders | SubBidders

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and 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) / Bidder(s) /SubBidder(s)

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

Section 8 - Independent External Monitor

- (1) The BOB has appointed competent and credible Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) 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/Bidders as confidential.
- (3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising during the selection period or at a later date,

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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 - contract has been awarded. Any violation of the same would entailed is qualification of the 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 bidders and exclusion from future business dealings.

If any claims 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 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 being valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the 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)
(Office Seal)

(For & On behalf of Bidder)
(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address) _____

Witness2:

(Name & Address) _____

Annexure 21 – Declaration / undertaking for the compliance of Information & Cyber security controls

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

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

Sir,

Sub: Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

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 the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank

We abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 22 – Information / Cyber-Security Measures / Controls for selected Service Provider

The Bank shall ensure that the contract agreement signed between them and the third party SP shall necessarily mandate the third party SP to comply with the Information and cyber security controls given in the Annex on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision. Service providers have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

Annex:

1. Incident Response and Management

- 1.1. SPs must have a mechanism/resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.
- 1.2. SP's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
- 1.3. SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cybersecurity incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

2. IT Risk Management

- 2.1. The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.
- 2.2. The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.
- 2.3. The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

Annexure 23 - GOI Guidelines with Model wise classification

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

It is clarified that for all intents and purposes , the latest revised order i.e. the order dated 16-9-2020 shall be applicable being revised Order of the original order i.e. Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 dated 15-6-2017.

The salient features of the aforesaid Order are as under:

1. Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
2. Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
3. Non-Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
4. The margin of purchase preference shall be 20 %., Margin of purchase preference means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
5. "Minimum Local content" for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier', same shall be applicable.

Verification of Local contents:

The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the 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 as per Annexure-1G. Local content certificate shall be issued based upon the procedure for calculating the local content /domestic value addition on the basis of notification bearing no. F. No.33(1)/2017-IPHW dated 14-9-2017 issued by Ministry of Electronics and Information Technology read with Public Procurement (Preference to Make in India) Order 2017 Revised vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 16-09-2020.

False declaration will be in breach of the Code of Integrity under Rule 175(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 of the General Financial Rules along with such other actions may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarments. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other

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procurement entities in the manner prescribed under order No P-45021/2/2017-PP(BE-II) dated 16-09-2020, para 9(h).

Model wise classification of Product Compliance Sheet:

Description of Product	Make & Model	MII %	Classification (Class-I Local supplier / Class-II Local supplier / Non-Local supplier)
Digital Signage Unit (55 Inches)			
Digital Signage Unit (43 Inches)			

Note:

- Bidder has to submit the Make in India Class-I / Class-II local supplier certificate as per attached format.
- Bidder has to submit proposal for all line items for which they are participating as part of this empanelment and for the product line for which they are empanelled during each Rate Contract requirement raised by the Bank.
- Any change in classification of Class-I and Class-II, Bidder may submit any change in class level for consideration in subsequent requirements.

Purchase Preference:

- Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under,
- In the procurements of goods or works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
4. "Class-2 local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

All other terms and conditions are as per order no. No. P-45021/2/2017-PP (BE-II) dated: 16th September 2020.

Annexure 24 – 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)

To,

The Chief General Manager,
Digital Channels and Operations & Digital Lending Business
Bank of Baroda, 7th Floor, Baroda Sun Tower,
C-34, G-Block, BKC, Mumbai – 400051

Sir,

Sub: Request for Proposal – Selection of Vendor for Supply, Installation & Maintenance of Digital Signage System (DSS)

This is to certify that proposed.....(product make___ and model___) is having the local content of.....% as defined in the above mentioned RFP.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017.

Authorized Signatory

Name:

Designation:

Name

Address

Email and Phone #