



बैंक ऑफ़ बड़ौदा Bank of Baroda



**Request for Proposal (RFP)
For
Supply, Installation and Maintenance of Self-Service Passbook
Printer (SSPBP) Kiosks**

Bank of Baroda
Digital Channels and Operations, Head Office
1st Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Vadodara – 390 007

**17-12-2024
BID Number: GEM/2024/B/5713516**



[A] Important Dates:

SN	Particulars	Timeline
1	RFP Issuance Date	17-12-2024
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> Ms Kalyani (Chief Manager – IT) Contact No: 0265 2316034/6299 Email: atm.rfp@bankofbaroda.com elobby.digital@bankofbaroda.com Postal Address: The Chief Manager (SSPBP), Bank of Baroda, Digital Channels and Operations, Head Office, Baroda Bhavan, 1st Floor, Alkapuri, R C Dutt Road, Vadodara – 390007
3	Last date of submission of any query /reporting any error	24-12-2024 till 5.00 pm
4	Pre-bid Meeting	<p>30-12-2024 at 3.00 pm through Microsoft Teams</p> <p>Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on atm.rfp@bankofbaroda.com and elobby.digital@bankofbaroda.com in advance before pre-bid meeting along with pre-bid query.</p> <p>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.</p>
5	Last Date of Submission of RFP Response (Closing Date)	<p>09-01-2025 at 3.00 pm at GeM (Government e Marketplace) portal</p> <p>Required Hard Copies should be submitted at below mentioned address:</p> <p>The Chief Manager (SSPBP), Bank of Baroda, Digital Channels and Operations, Head Office, Baroda Bhavan, 1st Floor, Alkapuri, R C Dutt Road, Vadodara – 390007</p>
6	Date of opening of Eligibility cum Technical Bid	09-01-2025 at 3.30 pm
7	Product demo and Site Visit	Will be communicated to the successful bidders.
8	Announcement of technical bid qualifiers and opening of commercial bid	The commercial bids of only those bidders will be opened who qualify in both eligibility and technical evaluation. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders.
9	Bid Security (Earnest Money Deposit)	<p>Rs 2,00,00,000/- (Rupees Two Crore Only)</p> <p>EMD should be valid for -12- months with claim period of additional 6 months.</p>
10	Important Instructions	<p>The bid documents and commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal.</p> <p>Please make sure that all the documents are properly</p>



	<p>scanned and are legible to read.</p> <p>Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) by the bidder before bid submission timeline.</p> <p>Address for Physical Copy submission:</p> <p>The Chief Manager (SSPBP), Bank of Baroda, Digital Channels and Operations, Head Office, Baroda Bhavan, 1st Floor, Alkapuri, R C Dutt Road, Vadodara – 390007</p> <p>Physical documents should reach us within the stipulated timeline (As given above). The sealed Envelope containing Physical documents as mentioned above shall contain the name & address of the bidder and name of the RFP.</p>
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[B] Clarification of terms/Abbreviations:

Following terms are used in the document interchangeably and they mean:

- Bank, BOB means 'Bank of Baroda'
- HO means "Head Office situated at Baroda Bhavan, Vadodara"
- RFP means this "RFP Document" or "Request For Proposal document"
- Recipient, Respondent, Bidder, Bidder, SI means the respondent to the RFP document
- Proposal, Bid, Offer means "Response to the RFP Document"
- Bidder/Vendor, Bank shall be individually referred to as 'Party' and collectively as 'Parties'
- Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda.

EMD	Ernest Money Deposit
CBS	Core Banking Solution
OEM	Original Equipment Manufacturer of Self-Service Passbook Printer
SSPBP	Self-Service Passbook Printer
SLA	Service Level Agreement
AMC	Annual Maintenance Contract
TCO	Total Cost of Ownership
CMT	Central Monitoring Tool

[C] Important 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. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also



require mandatory approval of Competent Authority for participation in this bid.

III. "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.

IV. "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

V. The beneficial owner for the purpose of (IV) 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.

VI. An Agent is a person employed to do any act for another, or to represent another in dealings

with third person.

VII. 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.

VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:

- 1) Additive Manufacturing (e.g. 3D Printing)
- 2) Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
- 3) Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
- 4) Chemical Technologies
- 5) Biotechnologies including Genetic Engineering and Biological Technologies
- 6) Information and Communication Technologies
- 7) Software

Debarment from bidding means (Refer 151 of GFR 2017):

i. A bidder shall be debarred if he has been convicted of an offence —

a) Under the Prevention of Corruption Act, 1988; or

b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

ii. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

iii. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

iv. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.



[D] 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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Section 1: Introduction and Disclaimer

1.1. Introduction

Bank of Baroda is one of the largest Public Sector Banks in India and has international operations in 15+ overseas countries. In India, the Bank consists of a branch network of more than 8000+ branches. Bank of Baroda is known as India's International Bank and has a reputation of being at the forefront in the usage of cutting-edge technologies. While Bank has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail services of various alternate channels of delivery.

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 Supply, Installation and Maintenance of 4,500 SSPBP (Self Service Passbook Printer) kiosks.

1.2. Information Provided

The RFP document contains statements derived from information believed to be 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 solutions. Neither the Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this RFP document.

1.3. Recipients

The RFP document is intended for the information of the party (ies) to whom it is issued ("**the Recipient**" or "**the Respondent**") and no other person or organization.

1.4. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party without Bank's express written permission. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

1.5. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its



officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents, or advisers.

The Bank and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

1.6.Costs Borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent.

1.7.No Legal Relationship

No binding legal relationship shall exist between any of the Respondents and the Bank until execution of a contract.

1.8.Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.9.Evaluation of Offers

Indicative evaluation process has been specified in Section 3 of this document. However, as a condition of responding, each Recipient acknowledges and accepts that the Bank in its absolute discretion may apply whatever selection criteria it deems appropriate in finalizing the bidder.

1.10.Errors and Omissions

Each Recipient should notify the Bank of any error, omission, or discrepancy found in this RFP document. Notification should be made to the address provided in Section 2.2 – Requests for Information.

1.11.Acceptance of Terms

Recipient shall, by responding to the Bank with a submission, be deemed to have accepted the terms of this document in totality without any condition whatsoever.

Successful Bidder/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation 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 and a clause to this effect shall be included in the agreement/contract.

Section 2: Lodgment of RFP

Bidder should submit their Technical and Commercial bids online on Government e Marketplace (GeM) portal.

Please note that in the following cases Bank in its absolute discretion may reject the Bids:

1. Submission of Bid after the time stipulated in this RFP Document.
2. Misleading/incomplete information or documentation.
3. Price information provided anywhere other than 'Commercial Bid'.
4. Improper Draft/Banker's Cheque/Bank Guarantee for Bid Security.
5. Any conditional offer or assumption with or without information to the Bank.
6. Bidder is not meeting eligibility or technical criterion specified in this RFP.
7. Submitted bid through Post, Fax or email.
8. Submitted more than one bid. In case bidder is submitting more than one bid all the bids submitted by the bidder shall be disqualified.
9. Bidder not able to demonstrate the services/facility requested in RFP and proposed by bidder at the time of visit by Bank's evaluation team.
10. Bidder not able to demonstrate compatibility of Self Service Passbook Printing Kiosks proposed by bidder with bank's existing passbook.
11. It is evasive or contains incorrect information.
12. It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

1. Reject any or all responses received in response to the RFP
2. Extend the time for submission of all proposals
3. Cancel the RFP at any stage, without assigning any reason whatsoever.
4. Visit the place of work of the bidder
5. Conduct an audit of the services provided by the bidder.
6. Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
7. 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/GeM portal only.

2.1.Registration of RFP Submission

Upon receipt of a submission, the Bank shall register the response. **Incomplete or partial or faulty submissions shall be rejected forthwith.**

All submissions, including any accompanying documents, shall become the property of the Bank.



Hence, submission of response to the RFP shall be deemed as respondents' license, and grant of all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

2.1.1.Late RFP Submission Policy

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

2.2.Requests For Information / Clarification

Respondents are required to direct their communication towards clarification/additional information, errors and omission related to this RFP to:

The Chief Manager (SSPBP)
Bank of Baroda,
Digital Channels and Operations,
Head Office, Baroda Bhavan,
1st Floor, Alkapuri, R C Dutt Rd,
Baroda – 390007

Bidder should use the following format for their above-said communication -

Name of the Respondent/Bidder:

Date:

Contact Person from Respondent/Bidder in case of need.

Name:

Designation:

Mail ID:

Tel / Mobile No:

Sr. No	Reference from RFP Section (If From RFP)		Query / Issue
	Volume & Section Ref	Page No	
1			
2			

All queries/clarifications requested must be in writing and should be forwarded by the



nominated point of contact of bidder in the above format in MS-EXCEL format. The queries to be e-mailed to: 1) elobby.digital@bankofbaroda.com 2) atm.rfp@bankofbaroda.com with the format enclosed as attachment.

Bank shall not answer any communication initiated by respondents after the last date of query submission. Bank may in its absolute discretion seek additional information or document from any respondents after the RFP submission closes for supplementary information and better evaluation. All such information and document provided must be taken to form part of that Respondent's response.

Bank is not bound to reply to queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

2.3. Notification

Bidder will be notified through GeM portal if the bidder's submission has been rejected. Bank is not obliged to provide any reasons for any such rejection. No separate communication will be issued by the Bank.

2.4 Related Parties

In the following circumstances Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank –

1. Bids submitted by holding company and its subsidiary.
2. Bids submitted by one or more companies having common director/s.
3. Bids submitted by one or more partnership firms/LLPs having common partners.
4. Bids submitted by one or more companies in the same group of promoters/management.
5. Any other bid in the sole discretion of the bank is in the nature of multiple bids.

2.5 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 updated at Bank's website/GeM portal 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.

2.6 The Bank may in its absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) before the RFP closes to improve or clarify any response.

2.7 Bid Security Amount (EMD) as mentioned in "[A] Important Dates" need to be deposited by the bidders through direct transfer using RTGS (Real Time Gross Settlement) / NEFT or in the form of Bank Guarantee as per Bank guidelines. Bidders must submit the bid security along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded at the time of "final online bid submission on Government e Marketplace portal.



- 2.8** The RFP response without the accompanying amount towards Bid Security are liable to be rejected.
- 2.9** If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.
- 2.10** All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other 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.
- 2.11** 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. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract with the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
- 2.12** All responses including commercial and technical bids would be deemed to be irrevocable offers / proposals from the bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 2.13** 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.
- 2.14** The bidders required to quote for all the components / services mentioned in the RFP 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 / services. 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.
- 2.15** 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 model and they have not specified which particular model 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. The bidder is expected to provide the best option and quote for the same.
- 2.16** Bidder must furnish requirements as per the formats provided in the RFP document.
- 2.17** 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 and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

2.18 Bidder must submit commercial proposal as per specified Commercial Template in RFP Annexure H1 to H4. In case of any deviation in submitted commercial Template, Bank may reject the bid.

2.19 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.

2.20 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.

2.21 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.

2.22 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming 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 & conditions as proposed in the tender document.

2.23 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 (Digital Channels & Operations)** at email address **CGM.DIGITALOPS@bankofbaroda.com**. It may please be noted that the grievance can be filed by only that bidder who has participated in RFP proceedings in accordance with the provisions of this RFP. All letters must be addressed and sent to the following:

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

Section 3: Evaluation process

There would be a two-stage evaluation process for the selection of Bidder.

The stages are:

- ▶ Stage-1: Eligibility and Technical Bid Evaluation
- ▶ Stage-2: Commercial Bid Evaluation



During bids evaluation process, the Bank, at its discretion, may ask the bidder for clarification in respect of its tender/bid. 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/bid 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.

The eligibility and technical bid documents submitted by bidders would be evaluated first as per the eligibility criteria and Technical specification given under this RFP. The bidders who satisfy the requirements would be shortlisted for commercial opening.

If only two bidders participate in the RFP, the order will be placed only with L1 bidder. For rest of the scenarios where more than 2 bidders participate, the splitting of order will be exercised in ratio 60:40 to L1 and L2 bidder respectively.

The Bank will provide opportunity to the L2 bidder to match the price quoted by L1 bidder.

The order will be placed to the successful bidder as follows:

- a) 100% to L1 bidder, in case L2 does not match the price quoted by L1 bidder.
- b) 60% to L1 bidder and 40% to L2 bidder, in case L2 bidder matches the price quoted by L1 bidder.
- c) Further if L2 bidder fails to match the prices quoted by L1 bidder, L3 will be given the opportunity to match the L1 price. In this case 40% will be given to L3 on the L1 price matching.

3.1. Eligibility details required

Eligibility proposal must contain:

- a) Duly filled up **Annexure A – RFP Application**
- b) Covering letter certifying eligibility criteria compliance as specified in **Annexure B**
- c) Manufacturer/OEM's Authorization Letter as per **Annexure M**
- d) Compliance of RFP terms and conditions -**Annexure F**
- e) List of city-wise and bank-wise number of Self-Service Passbook Printing Kiosks installed & operational
- f) Letter from SSPBP OEM to support the Licensed Technology for the entire period of the contract to the bidder, if applicable as per **Annexure M**
- g) Supporting documents / certificates as mentioned in **Annexure B** of this RFP document.
- h) Bid Security Amount (EMD) as mentioned in "[A] Important Dates" need to be deposited by the bidders through direct transfer using RTGS (Real Time Gross Settlement) / NEFT or in the form of Bank Guarantee as per Bank guidelines (**Annexure K**) with validity period of 12 months with additional claim period of 6 months from the last date of submission of commercial bid.
- i) Bidders responding to this RFP need to sign the Integrity Pact (IP) as per **Annexure N** which will be also signed by Banks representative subsequently.

On completion of these requirements, technical compatibility is assessed for requisite technology and customer convenience as per bank's requirements.



Non-compliance of even one condition mentioned in the eligibility criteria may render the bid ineligible.

3.2. Technical details required

The Technical Proposal (TP) should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the technical details in prescribed formats duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of technical details.

The proposal should comprise of following:

- a) Confirmation of Functional and Technical Specifications (**Annexure-C & D**)
- b) Information / documents required from bidder for “Eligibility cum Technical Evaluation” (**Annexure – E**)
- c) Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. This should initially provide an overview of bidder's organization and position with regards to Bank requirement for supply, installation and maintenance of Self-Service Passbook Printing Kiosks for bank's branches/offices/ATM lobbies/E-lobbies. A summary of Bidder's solution that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experience of providing such solution. Information provided in the Executive Summary is to be presented in a clear and concise manner.
- d) Reference site details (**Annexure – G**)
- e) Unpriced bill of material (**Annexure –H-1 to H-4**)
- f) Compliance certificate (**Annexure – I**)
- g) Documentation (product brochures, leaflets, manuals, technical specification, data sheet etc.) to provide complete information of the model offered to the bank and confirming Functional and Technical specification mentioned in **Annexure C & D**.
- h) Solution architecture and implementation methodology
- i) Technical specifications and documentation on configuration of the machine and interfacing with bank's host system.

Technical assessment shall broadly cover the following:

- a) Evaluation of response/documents submitted to support the claim of bidder in regard of Technical and Functional Requirement.
- b) Ready availability of model/s having features of sensing of QR code, magnetic stripe and optical lines of passbooks and auto page flip facility with compatibility with bank's existing passbook size.
- c) Bidders profile/experience in the related field to fulfill the implementation/customization requirements.
- d) Technical and functional capabilities of the Self-Service Passbook Printing Kiosks.
- e) Capability and readiness of the kiosk for additional services like Non-Cash Transaction / Bill Payment etc.



- f) Security features of the Self-Service Passbook Printing Kiosks.
- g) Capability to interface with bank's core banking/middleware system with minimal changes at bank's end for the desired output.
- h) Footprint of SSPBP Height (mm), Width (mm) and Depth (mm), Weight (Kg).
- i) Power utilization by the Self-Service Passbook Printing Kiosks and rating.
- j) State wise support facility with number of support centers, spare part centers and qualified/trained Engineers.
- k) Acceptance of laid down terms and conditions
- l) Demonstration of proposed Hardware, Software and Services – actual demonstration of tools(s) and not just PPT presentations
- m) Site visits and demonstration of fulfillment of requirements, features of the machine/technical capabilities/support infrastructure etc. as given in this RFP to the Bank's evaluation team. Bank may choose to visit the live/working sites where the offered model of Self-Service Passbook Printing Kiosks is currently operational, whether in India or abroad or the bidder may be asked to arrange tele/video conference with relevant resources of the Bank where the Self-Service Passbook Printing Kiosks are deployed. In case Bank chooses to visit the location, the bidder shall bear the cost of travel and stay for the Bank team comprising of three to five members.
- n) Demonstration of the Hindi Printing.
- o) Demo of compatibility of Self-Service Passbook Printing Kiosk proposed by bidder with bank's existing passbook at the time of visit by Bank's evaluation team. Bidder may obtain copy of passbook and/or related information before the visit. This is a mandatory requirement and any delay/deviation in demo of compatibility would result into disqualification of the bidder.
- p) Proposed size and Profile of management team to be committed along with allocated time commitment
- q) PPT presentation made by the bidders.
- r) References provided/gathered by the bank about the machine and service rendered by the company.

The bidder has to give a demonstration of their proposed product at their cost. This will be a part of technical assessment to ensure compatibility with bank's systems/requirements.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Commercial bids shall be opened only for those bidders who secure a minimum of 70% score in the eligibility cum technical assessment.

In case only one participant bidder gets 70% or more score, then the next highest scoring bidder may also be selected for commercial evaluation at the sole discretion of the Bank. In case none of the participant bidders scores 70% score or more, the commercial bid of top 2 bidders on the basis of technical assessment may be opened at the sole discretion of the Bank.

3.3. Commercial Proposal:

Commercial proposal should give all the relevant price information. No information should be kept blank. Offer should be in strict conformity with the format as given in **Annexure – H-1 to H-4.**



- a) The best and firm price should only be quoted (as per the format enclosed)
- b) The bidder must quote in Indian Rupees ('INR') only. Bids in currencies other than INR would not be considered and bid will be rejected forthwith.
- c) The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of tender document to the Bank.
- d) The prices quoted by the bidder shall be inclusive of installation, transportation to respective sites, and insurance while transportation and for minimum 15 days from the date of delivery of SSPBP.
- e) The prices offered shall be on a fixed price basis and should not be linked to variable like foreign exchange rate.
- f) Any contradictory information, conditional pricing, exclusion of any item in TCO computation or error in computation may lead to disqualification of the bid as per sole discretion of bank.

Refusal/failure to commit supply of Self-Service Passbook Printing Kiosks as per terms of RFP shall result in disqualification of the bidder from this process as well as future procurements of Bank and also forfeiture of EMD.

TCO (Total Cost of ownership) shall be calculated on the basis of all the cash outflows, for the five-year period, for bank as proposed by the bidder in **Annexure H-4**.

The commercial proposals of short-listed bidders shall then be opened and evaluated for completeness. In the event, for any line item/s, prices are not quoted by the bidder, or quoted Zero or quoted exorbitantly low, the price for such item/s would be taken as the highest price quoted amongst the participating bidder/s as the price, for such item/s and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the bid. However, such item/s has to be supplied by the bidder at the quoted price (at lowest rate quoted by other bidder if no or zero amount is submitted as quotation), should they qualify in the bid.

Further, during scrutiny of the commercials, if it is observed at any time, that the quote for any line item is given exorbitantly high from the prevailing market rates by L1 bidder, the bank may proceed for retendering at its own discretion.

As per GeM procurement policy, Bidder/seller needs to pay applicable transaction charges at the time of accepting the order and same will be payable by the Bidder and Bank will not be liable for any cost related to GeM procurement.

3.4. Erasures or Alterations

Technical details must be completely filled up. All the corrections or alterations, if any, should be authenticated. In the case of the corrections/alteration are not properly authenticated, the offer shall be rejected.

There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable to the bank. Offers not adhering to these guidelines may not be accepted to the bank.

3.5. Offer Validity Period

The offer shall remain valid for a period of at least 180 days from the last date for submission of



tender document to the Bank.

The bidder may modify or withdraw its offer after submission, provided that written notice of the modification or withdrawal is received by Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers.

3.6. Bid Security, Cost of RFP, Performance Bank Guarantee

3.6.1 Bid Security /Earnest Money Deposit (EMD)

Bidders are required to provide an earnest money deposit of an amount as mentioned in “[A] Important Dates - Bid Security / EMD (Earnest Money Deposit)” at the time of submission of bid documents. The proof of same is to be uploaded along with bid documents, failing of which the bid of the concerned bidder may be rejected.

Bid Security (Earnest Money Deposit) shall be paid through either:

Electronic mode to the below mentioned account:

Account Number-02000400000062

Account Name – Bank of Baroda

Branch- Alkapuri Baroda

IFSC- BARB'0'ALKAPU (Fifth Character is ZERO)

Or

In the form of Bank Guarantee value equals to Bid security amount issued by any scheduled commercial Bank/nationalized Bank in India (other than Bank of Baroda) with a validity of -12-months with claim expiry period of additional 6 months. Bank Guarantee should be in the format specified under Annexure K.

MSEs (Micro and Small Enterprises) registered under single point Registration scheme of NSIC may be exempted from payment of cost of RFP and EMD. For this purpose, bidder must submit the relevant registration certificate, clearly indicating capacity & monetary limit. However, exemption is only for Tender document fees & EMD, if such a bidder is successful, then Performance Bank Guarantee in the form of Pay order or Demand Draft as per the RFP document shall be submitted.

MSE bidders will be awarded 25% of the order provided:

- The MSE bidder has to be within 15% band of the L1 price
- The MSE will have to accept to supply the product and/or service @ of L1 price
- If there are more than one MSE bidder, the 25% quantities will be divided equally, amongst them, subject to fulfillment of the above conditions
- In case one of the MSE bidders is adjudged as L1 the other MSE bidders will not have any reservation since the responsibility of giving 25% to an MSE would be deemed to have been discharged
- In case one or more of the MSE is adjudged as selected bidder as per defined split condition and in total it amounts to 25% of order then the responsibility of giving 25% to an MSE would be deemed to have been discharged

Any Bid not accompanied with Tender document fees & EMD amount, as above excluding



exemption mentioned above, will be rejected by the Bank, as nonresponsive.

The successful bidder's bid security shall be discharged upon the bidders signing the contract and furnishing the performance guarantee. Unsuccessful Bidder's bid security shall be returned as promptly as possible as but not later than 30 days after the declaration of the successful bidder. No interest shall be payable on bid security amount.

The bid security may be forfeited:

- a) If a bidder withdraws its bid during the period of bid validity; or
- b) In case of a successful bidder, if the bidder fails:
 - i. To sign the agreement within the stipulated time; or
 - ii. To furnish OEM certification of the passbook supplied to him within the 2 weeks of the delivery of the sample to bidder. The bidder or his OEM will not charge any amount for the initial certification or further certification of passbooks (maximum one certification in a quarter).
 - iii. To furnish performance guarantee within the stipulated time valid till the end of contract period plus six months claim period.

Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC 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 and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents 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 time specified in the tender documents. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

3.6.2. Performance Bank Guarantee

Successful bidder has to furnish a Performance Bank Guarantee of 3% of the total contract value issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour of Bank of Baroda. The Guarantee shall be valid for 72 months with additional claim period of 6 months after expiry of validity period from the date of Purchase Order.

In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period (exceeding six months of the extended period) as per stipulation in the Service level Agreement.

In case bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/ liquidated damages and in the event of failure to perform the contract in supplying full or any part of the contracted number of Self-Service Passbook Printing Kiosks. In this case, bank may award the contract for the unsupplied number of machines to any one of the remaining suppliers in a ratio to be decided by the Bank in its absolute discretion.



Bid Security/EMD of un-successful bidder/s shall be returned on completion of RFP process whereas EMD of successful bidder/s will be returned on submission of the Performance Bank Guarantee.

3.7. General Terms and Conditions

3.7.1. Adherence to Terms and Conditions

Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions mentioned in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

3.7.2. Execution of SLA/NDA

The successful Service Provider shall execute (a) Master Service Agreement, which include overall terms of engagement (b) a Service Level Agreement, which would include product level services and terms and conditions of the services to be extended and any other conditions as may be prescribed by the Bank (Refer Annexure S for SLA). Scope of Service may be enhanced based on Bank's business needs/Regulatory requirement on an ongoing basis; and (c) Non-disclosure Agreement. The Service Provider shall execute the MSA, SLA and NDA within one month from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the Service Provider. Service Provider are required to submit the Power of Attorney/Board Resolution authorizing the person to execute the document on behalf of the company.

The successful bidder shall bear all the expenses related to execution of agreement including the appropriate stamp duty and registration charges if any.

3.7.3. Other terms and conditions

Bank of Baroda reserves the right to:

- a) Reject any and all responses received in response to the RFP
- b) Waive or change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- f) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- g) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- h) Modify the quantity or any specifications related to eligibility or technicalities.

3.7.4. Substitution of Project Team Members

The bid should contain resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with



the concurrence of the Bank by providing other staff of same level of qualifications and expertise. There should be complete Knowledge Transfer (KT) to the new staff in such cases. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

3.7.5. Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold the Bank’s interests paramount and should observe the highest standard of ethics while executing the assignment.

3.7.6. Adherence to Standards

The bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities.

Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects. Such feedbacks from high-ranking officials would also form part of bidder selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

3.7.7. Expenses

It may be noted that Bank shall not pay any amount /expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the services fees as per finally negotiated price.

3.7.8. Penalty & Liquidated Damages (LD)

The selected bidder shall start integration with Bank’s host system (Finacle), SSPBP Server and complete the integration in 42 working days from the date of intimation/ CBS specifications given by Bank (whichever is later) for starting integration. For any delay in integration with Bank’s host system beyond 42 working days from the date of intimation / CBS specifications given by Bank, Bank reserves the right to charge a penalty of Rs. 5,000/- per working day up to a maximum penalty on this account of Rs. 5,00,000/-. If the penalty charged for delay in integration reached to 5,00,000/- then Bank reserves the right to cancel the entire order.

Subsequent SSPBP should be delivered in 20 working days and in 25 working days for road permit location from the date of receiving order including site address from the Bank. The delivered SSPBP kiosks should be installed in 3 working days from date of delivery subject to site readiness confirmation. In case of delay in deliver and installation Bank reserves the right to impose penalty of Rs 500 per day to a maximum of 5% of machines value (Base Value).

Delay in shifting of machine beyond the period mentioned in the below table will be liable for penalty as under –

Sr. no	Particular	Time frame (in working days after approval of shifting received to	Penalty if shifting is not completed within the given time frame
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		bidder)	
1	Within City	3 working days	500 per day per machine subject to maximum of Rs. 10,000 per machine
2	Within State	7 working days	
3	Inter State (Non-permit locations)	10 working days	
4	Inter State (Permit Locations)	20 working days	

In the event of failure of repairing the machine and making it operational beyond 24 hours from the time of logging the call, penalty of Rs. 500/- per day per machine would be levied till the repair is done to the satisfaction of the Bank. In case of parts replacement, replacement should be done in 3 working days after identification of replacement requirement / approval by Bank (only in case of Bank dependency).

The penalty incurred during warranty period will be deducted from subsequent AMC payments or any other payment as per Bank's discretion.

However, if there is delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of computing penalty. This, however, does not preclude the Bank from invoking the Performance Guarantee, if warranted, as per the terms of this RFP.

If the selected Bidder fails to complete due performance of the contract in accordance with the terms and conditions agreed during the final contract negotiation, Bank reserves the right either to cancel the contract or to accept performance already made by the selected bidder. In case of termination of contract, the Bank reserves right to recover an amount equal to 10% of the total contract value as Liquidated Damages for non-performance.

Bank may recover such amount of penalty from any payment being released to the bidder / performance guarantee.

Both penalty and liquidated damages are independent of each other and are applicable separately and concurrently.

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

3.7.9. 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 / bona fide 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 subsequent agreement 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 infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark 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
- Co-operates 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.

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

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



3.7.10. Dispute Resolution

Bank of Baroda and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the sole arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at Baroda.

3.7.11. Force Majeure

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part 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 beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God / Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract.. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

3.7.12. Termination

Bank shall have the option to terminate this RFP at any stage without prior notice.

The Bank reserves the right to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least 90 days prior notice in writing. It is clarified that the Bidder shall not terminate this RFP & the subsequent Agreement for convenience.

However, the Bank will be entitled to terminate any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

- Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- if such breach is not of the type that could be cured within thirty (30) Working Days, 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
- Delay in certification of the passbook sample provided to bidder for OEM certification.
- If deductions on account of penalty exceeds more than 10% of the total contract price.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- Supply of substandard material shall lead to cancellation of order. The Bank reserves its right to cancel the order in the event of delay in delivery / installation / commissioning of equipment and charge penalty for the delay.
- In the event of the Bank terminating the Contract in whole or in part, the Bank may procure,



upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

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.

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

Upon the termination or expiry of subsequent Agreement:

- The rights granted to Service Provider shall immediately terminate.
- The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- 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.

3.7.13. Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the bidders shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidders, premature termination of the contract, and / or legal action against the bidders for breach of trust.

Selected bidder shall have to sign a legal non-disclosure agreement with the Bank before starting the project.

The bidder (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be



made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The bidder, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract award. In case of breach, the Bank shall take such legal action as it may be advised. The Bidder has to maintain confidentiality even after completion/ termination of the contract.

3.7.14. Limitation of Liability

- a) The bidder's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.
- b) Bidder's liability in case of claims against the bank resulting from Willful Misconduct or Gross Negligence of the 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.
- c) The 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 the bidder as part of this Agreement.

In no event shall any Party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise.

3.7.15. Governing Law and Disputes

The bid and the subsequent Contract with the selected bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Baroda.

3.7.16. Limitation on promotion

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

3.7.17. Prevention of Corrupt and Fraudulent Practices:

- As per Central Vigilance Commission (CVC) directives, it is required that every participating bidder required to signed an integrity pact as per the annexure "N" of this RFP.
- Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
 1. "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
 2. "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.

3.7.18. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, 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.

3.7.19. Non-Payment of Professional Fees

If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of this assignment, the Bank shall not pay the professional fees quoted by the bidder in the Price Bid against such activity/item.

3.7.20. Assignment

Neither the contract nor any rights granted under the contract Shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

3.7.21. Audit

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by RBI.

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

Section 4: Background, Eligibility Criteria, Scope of Work

4.1. Background

Bank of Baroda is one of the largest Public Sector Banks in India and has international operations in 15+ overseas countries. In India, the Bank consists of a branch network of more than 8000+ branches. Bank of Baroda is known as India's International Bank and has a reputation of being at the forefront in the usage of cutting-edge technologies. While Bank has a vast network of



Branches, Bank's operations are fully automated and the customers of the Bank avail of various alternate channels of delivery.

As part of automation and enhancing customer experience, Bank has deployed 4,900+ Self-Service Passbook Printing Kiosks (SSPBP) at various locations. Now, Bank plans to further extend deployment of self-service passbook printing kiosk at new locations across the country. These SSPBP will be QR code based and compatible with Bank's existing self-service passbook inventory.

Objective of the Bank is to ensure prompt service with minimal intervention from Branch staff/personnel.

The SSPBP have auto page flipping facility to ensure proper page-based printing. The passbooks have defined specification and provision is made so that subsequent mapping is done by the system. It is essential to note that bidder will have to ensure co-existence / inter-operability of existing as well as proposed system. **No changes in banking interface, proposed passbooks or related MIS generation would be entertained.**

Bidder/s need to supply 4,500 Self-Service Passbook Printing Kiosk compatible with proposed Self-Service passbook.

Since the installation of the existing and proposed Auto page flip self-service passbook printing kiosk will result in replacement of existing printers available in the Bank, the Bidder must include in its proposal / solution the process for efficient change over so as to have least inconvenience / disruption in services. Bank would require the new solution to be inter-operable with its existing solution. Additionally, considering the high importance of passbook service to its customers, Bank desires to have a very high availability of services with extremely low breakdown / downtime in the self-service passbook printing solution and the turn-around time for repair and maintenance must be minimum. For this purpose, each bidder is required to commit sufficient critical spare parts inventory at each of its service and support centers, which must be indicated in the proposal. We also expect the solution to provide for on-line real time health/usage status of each machine and interface with our ESQ and the bidder to provide for a web-based solution/ online solution, toll free number and email ID for lodging / raising trouble ticket with asset tagging for each machine. Besides the web-based trouble ticketing system, we expect the bidders 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 Self-Service passbook printing kiosks.

4.2. Eligibility Criteria

The Eligibility criteria will be as per specified in Annexure – B. Bidder must comply with all the specified criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

4.3. Scope of work

- a) The Bank is looking for a bidder who can supply, install and maintain free standing Self-Service Passbook Printing Kiosk having features of auto page flipping of QR code-based passbooks.



These SSPBP would have a comprehensive warranty period of 1 year and post-warranty comprehensive AMC of 4 years including replacement of all hardware parts, printer head, plastic parts etc. without any extra cost to Bank. Bank may extend the AMC period further as per its discretion.

- b) Bank will have option to extend AMC at the rate of last year existing AMC rate beyond the AMC period.
- c) The Bank is looking for a bidder who can supply, install and maintain Self-Service Passbook Printing Kiosks compatible with bank's existing QR code-based passbooks.
- d) The Bank is planning to procure 4,500 SSPBP during the contract under this RFP. These SSPBP would be interfaced with Bank's Banking Solution i.e. Finacle through an intermediate server.
- e) Bank proposes to install these SSPBP kiosks at branches, e-lobbies within Bank's branches and also at 24X7 customer lobbies either adjoining the branch or offsite independent lobbies. Thus, the requirement is of Self-Service free standing units.
- f) The SSPBP software should have the features of auto mapping of subsequent passbook. Also, bank may require software to print QR code passbook at the existing teller DOT matrix printer and should be inter-operable with SSPBP if desire.
- g) The bidder is required to arrange testing of the passbooks supplied by Bank's passbook bidder(s) from the printer OEM without any cost to Bank/passbook bidder(s), within a period of 2 week of passbooks sample provided by the passbook bidder(s). Bank will try to cap these testing once in a quarter. Bidder/OEM is also required to provide handholding support to passbook bidder(s) to ensure passbook quality and its compatibility with printer without any cost to Bank/passbook bidder(s).
- h) The successful bidder will take total responsibility for supply, installation of SSPBP and making them operational through interface with Finacle and middleware server. Bidder will ensure end to end integration of SSPBP Kiosk.
- i) The bidder should provide all the software and other utilities required for facilitating integration/interface and upgrade it whenever required by Bank without any cost to Bank.
- j) The bidder should also undertake to customize display screens desired by bank in graphic mode in three languages (Hindi, English and the local language of the state where the machine is deployed) on touch screen format for all transactions undertaken by SSPBP without any additional cost to the Bank. Bank will provide the content for regional language however screens will be provided by bidder. For example: In Kerala the screens will be in English, Hindi and Malayalam & in Maharashtra it will be in English, Hindi and Marathi. Bank will provide these details to the finally selected bidder. Bidder is required to display the content provided by Bank to customize display screen and change as per requirement of the Bank.
- k) Bank may ask bidder to provide functionality of issuing passbook using Touch screen where Bank officials will enter the A/c no., date etc. without any additional cost to the Bank.



- l) Model proposed having feature of passbook printing in English using Graphic Driver or other methods and Bitmap Convertor. Bank may ask for passbook printing in Hindi and respective Regional Languages as per future requirements. Selected bidder will have to ensure necessary solution, compatibility, configuration to operationalize Hindi and Regional Language Printing at no additional cost to the Bank.
- m) The bidder will install anti-virus solutions as per Bank's guidelines and ensure its regular update without any additional cost to the Bank. Updation of patches and antivirus is bidder's responsibility and it should be done centrally.
- n) Bidder will have to develop and implement interface of SSPBP with Bank's Core Banking System (Finacle) and intermediate/middleware application installation at DC/DR at their own cost as per current setup of existing SSPBP system so as to maintain uniformity of solution. Development of interface /software for intermediate / middleware, migration of machine into Bank's Domain and their connectivity with Finacle as per its current setup of existing SSPBP is responsibility of bidder.
- o) Bidder will have 42 working days' time to integrate with the banks CBS/middleware server after receiving CBS interface details. Unsatisfactory experience of bank, non-accomplishment of fulfilling the criteria for integration within the said 42 working days' time or any other Bank feedback against the bidder or products may lead to disqualification of the offer and annulment of the contract/agreement as per Bank's discretion.
- p) Bidder will have to provide Central Monitoring Tool (CMT) and will provide MIS reports like number of Passbooks issued in a day, number of hits per day, uptime/downtime etc. for all the SSPBP installed, as per the Bank's requirement. Bank should be able to know the down status of SSPBP kiosks installed. The MIS reports will be generated in the Central Server for SSPBP interfaced with Finacle. Bank may ask for development of customized reports from time to time as per Bank's requirements. The MIS can be in simple report formats like PDF or Excel. Bidder is also required to integrate the SSPBP with Bank's ESQ system.
- q) Bidder will also provide a web-based solution/ online solution, toll free number and email ID for issue reporting, status monitoring and call escalation to enable branches / controlling offices to lodge complaints for breakdowns etc. and monitor the complaint status on Monitoring Tool provided to Bank.
- r) Bidder should provide the patch cord of required length (approx. 2 meter or more as per the site requirement) at the site from I/O port to SSPBP Kiosk without any extra cost to Bank.
- s) The bidder will be required to maintain adequate spares inventory at each of its service/support centres. For bigger cities/centres or higher deployment centres (where more than 100 SSPBPs are deployed), the bidder may be required to have at least one fully functional passbook printer available as a standby in case of emergency replacement. Bank reserves the right to conduct the spares inventory audit at any service/support centres of the bidder as and when required.



- t) The bank reserves the rights to shift the installed SSPBP to different locations depending upon the need. For these locations bank would arrange the shifting of SSPBP and bidder will arrange to disconnect and commission the same in new location without any cost to Bank.
- u) Bank can also use the services of the bidder for shifting of SSPBP as per the rate provided by the bidder in **Annexure H-3**. In such cases services of de-installation, dismantling, packing, lifting, transportation, transit insurance, assembling, re-installation, testing at new location, making live at new location and training to staff at new location will be provided by the bidder. Shifting of the SSPBP within the premises/onsite ATM/ Onsite Lobby will be carried out by Bank and re-installation, testing and making live will be done by the bidder without any cost and will be treated as a preventive maintenance.
- v) Bidder should undertake to provide maintenance support (for a period of 4 years after 1 year of warranty) to equipment and arrange for spare parts for a minimum period of 7 years from the date of installation. Comprehensive annual maintenance contract has to be entered into with the Bank, as per terms and conditions for this purpose. The bidder should execute Bank's approved master AMC agreement with the Bank as per terms and conditions without any exception.
- w) SSPBP shall have complete vinyl wrapped on three sides as per the Bank's branding / requirement at no additional cost for the first wrap for all machines. Bank shall provide design and creative files as regards to vinyl wraps. Vinyl Wrap of good quality must be affixed with high quality adhesive and carry a warranty of three years against peeling, fading, tearing etc.
- x) Bank will use the shifting, spare part, consumable rates provided by the bidder to place the order for any requirement during the contract period. The rates provided by the bidder shall include the all type of taxes, delivery charges, installation, transportation etc. and it will be the bidders' responsibility to deliver and install the consumable/spare parts/SSPBP at Bank's branches/offices. The Bank shall have the right (for future requirement) to either place the order for the consumable on the bidder or to procure the same from the other sources.
- y) Buyback of old SSPBP
Bidder may require to buy back old kiosk as part of replacement by new kiosk. Bidder should mention the buyback price in the commercial proposal. However, buyback price is not part of overall TCO and minimum buyback should be Rs 3000 per SSPBP kiosk.

4.4. Terms of execution of work

- a) The delivery may be spread over a period of 12 to 24 months, as per Bank's requirements though Bank desires to complete the replacement/ installation and operationalization of all the 4,500 machines as early as possible.
- b) The bidder shall deliver SSPBP (and pick up the old kiosk in case of replacement cases) at the respective sites in 20 working days and 25 working days for Road permit locations from the date of receiving the order from the Bank, failing which Bank reserves right to levy penalty.



- c) For each site, the bidder is expected to provide client software and documentation for equipment including software license certificates, job card, manual etc.
- d) Service Level Agreements (SLAs) will have to be entered into with the Bank with uptime guarantees for all installations. SLA has to be entered after issuance of LOI/Purchase Order.
- e) The bidder would be responsible for timely applying/loading of all the software patches, versions and screens into the individual SSPBP during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the bank.
- f) In case the software/ operating system provided in the SSPBP is discontinued during the Warranty and AMC period, the bidder should upgrade the new version of software / windows operating system in SSPBP, without any additional cost to the bank.
- g) The bidder should obtain transit insurance cover for the SSPBP from their factory/ godown / warehouse to the site and such insurance cover should be available till installation of the SSPBP. If installation is delayed due to the Bank's reason, the insurance must be available for minimum 15 days from the delivery of SSPBP.
- h) The SSPBP should be upgradable to support additional software/ services that Bank may introduce at a later date without any cost to Bank.
- i) Any future upgrade/enhancement necessitated to meet any regulatory / government compliance shall be carried out without any extra cost to Bank. Further, no visit /service charges will be borne by the Bank for up gradation of the software/replacement of hardware component pertaining to SSPBP Kiosks for the purpose of enhancing their functionality to meet regulatory/ government compliance.
- j) In case of States having Road Permit /entry tax, the bidder will have to liaison with local tax authorities and bank's branch officials at each of the locations to obtain necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the bidder.
- k) SSPBP kiosk should have protection from Pests, Rats, rodents 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, rodents. Bank will not entertain any claim of any part damages by Pests, Rats, rodents.
- l) No additional visit charges will be paid by the Bank, whatever the reason may be.
- m) Weekly review of complaint status should be facilitated.
- n) Any updation prescribed by NPCI/RBI/any other regulatory authority should be done free of cost.



- o) Preventive Maintenance (PM) reports of each quarter should be submitted by 10th of first month of next quarter.
- p) Turn Around Time (TAT) of complaint resolution should be 24 hours and in case of failure to comply a penalty of Rs 500/- per day will be levied till resolution.
- q) Monthly report of spares should be shared with Bank.
- r) Monthly/ Quarterly meeting for performance review with Bank's Regional/ Zonal representatives should be facilitated and signed copy of minutes of meeting by all the members present should be shared by 10th of next month.
- s) Monthly report of location wise engineer assigned and single point of contact should be shared with Bank. Also, monthly review of number of engineers allotted to follow 24 hours TAT should be facilitated.

4.5. Locations to be covered

- a) Bidders should note that SSPBP kiosks being procured will be deployed on various locations as per requirements of business and the Bidder shall support all such installations as per the terms of this RFP.
- b) The list of branches for installation will be given to successful bidder as and when the sites are identified. The Bank reserves the right to change locations by giving prior notice.

4.6. Installation

Installation of machine at branches / ATM lobbies/ E-lobbies/DBU/DSO etc. will be the responsibility of bidder.

Bank reserves the right to shift the machine to new location/s and support for the same will continue to be in force at the new location.

4.7. Training

Bidder shall provide onsite training to staff of Bank/Branch at each site along-with providing manuals for user/administrators at the time of installation. Bidder shall also provide training to central administration team, zonal team and regional team.

At the request of the Bank, the Bidder should provide more rounds of user/administrative training at selected locations, without any extra cost to ensure utilization of these machines. However, bank would restrict such request to a minimum number.

4.8. Availability of Product and Spares

- a) The product/configuration offered should be available during the validity of the purchase order including extended period. Product brochures and details should be enclosed in technical documents.
- b) Spares for the product offered should be available for entire contract period including warranty of 1 year and 4 years AMC from date of installation. Monthly report of quantity of each spare available should be shared with Bank. Maintaining sufficient spare is responsibility of bidder.



- c) In case the product/configuration offered is discontinued during the contract period, the bidder should provide SSPBP of the new model (higher configuration with requisite compatibility) at the same price. If the bidder is unable to provide services for the already installed SSPBP due to non-availability of spares as the said product/model is discontinued by the OEM, then the bidder will have to replace the said SSPBP with new SSPBP for which spares and support services are available at no additional cost to the Bank.
- d) All the rates provided/offered in the Commercial Template will remain valid during the complete project period of 5 years.

4.9.Warranty

- a) Bidder has to ensure that the equipment delivered to the Bank are brand new (not refurbished), including all components and provide a letter signed by authorized signatory in this matter to Bank.
- b) The bidder should also ensure that all the software supplied by the bidder is licensed and legally purchased.
- c) The offer must include comprehensive on-site warranty of One year from the date of installation and commissioning of the equipment including the replacement of spare parts/ replacement of machine. This will include visit of engineers for repairs and replacement of spares.
- d) Bidder/Bidder will be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc.
- e) Bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. Bidder shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the bank. The bidder should replace the part, in case of requirement without any cost to bank.
- f) If any particular SSPBP is frequently going out of order for mechanical reasons for more than three times in a month, Bank reserves the right (case to case basis) to demand replacement of the SSPBP with a new SSPBP kiosk and the bidder shall have to comply with the same.
- g) Warranty should not become void if Bank buys any other supplemental hardware/consumable from a third party and install it with these equipment. However, the warranty will not apply to such hardware/consumable items installed by the Bank on its own.

4.10.Annual Maintenance Contract

- a) The bidder is expected to maintain the equipment supplied for at least 4 years after the expiry of warranty period. The same maintenance standards are expected during warranty period as well as during AMC period.
- b) At the same time, the bidder is also expected to make available the spare parts for the systems for at least 7 years after the date of purchase order.



- c) During the period of AMC, the Successful Bidder shall replace all the spares parts which are required to be replaced without any cost to Bank during the tenure of the AMC. However, cost of replacement of spares in case of Force Majeure/Bank Dependency incidences shall be borne by Bank. The replacement of such spares shall be done at the prices mentioned in **Annexure H-2** during the contract period. If a Force Majeure/Bank Dependency situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof. The bidder shall have to provide sufficient evidence to support the reasons for Force Majeure/Bank Dependency up to the satisfaction of Bank.
- d) If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no charges to the bank, during the warranty period and AMC.
- e) Comprehensive on-site maintenance charges as shown in **Annexure H-1**, for the post warranty period (from 2nd year onwards), would form part of TCO (Total Cost of Ownership).

4.11 Maintenance Standard during Warranty & AMC

- a) For SSPBP installed in branches, the bidder should ensure 95% uptime of individual SSPBP (to be calculated on monthly basis taking 7 hours per day and number of working days in a month) during warranty period and AMC (Annual Maintenance Contract) period.
- b) For SSPBP installed in 24X7 lobbies/ATM cabins, the bidder must ensure 95% uptime of individual SSPBP (to be calculated on monthly basis taking 24 hours per day and 30/31 days in a month) during warranty period and post warranty maintenance contract period.
- c) Bidder should also ensure that the maximum response time for onsite service call should not exceed 24 hours from time of call logging excluding Sundays, holidays and force majeure events.
- d) In the event of failure of repairing the machine and making it operational beyond 24 hours from the time of logging the call, penalty of Rs. 500/- per day per machine would be levied till the repair is done to the satisfaction of the Bank. Down Time Penalty will be applicable during warranty period also, over and above other penalties.
- e) First 1 Year warranty and post warranty AMC will cover breakdown fix (as and when required), quarterly preventive maintenance and ribbon change etc. as and when requisitioned by the Bank.
- f) Bank may recover amount of penalty from any payment being released to the bidder / performance guarantee.

4.12 Payment Terms, Support Services & Miscellaneous Terms/Requirements

The terms of payment shall be as follows:

- a) No advance payment would be done against purchase order.
- b) 90% of the value of the equipment shall be paid on installation, on per site basis. The



payment shall be released on completion of installation on production of successful installation report duly signed by bank official.

- c) Balance 10% shall be payable after three months of satisfactory performance. However, this balance 10% payment may be released one month after installation against bank guarantee of equivalent amount. This payment shall be paid on submission of performance data and record of complaints (from CMT and complaint portal) on per site basis.
- d) AMC Charges will be payable post half-yearly basis after obtaining report of uptime and complaint resolution performance for the said half year.
- e) If any penalty is imposed for non-payment of octroi/local taxes etc. shall be borne by the bidder.
- f) Payment of consumable, spare parts, shifting will be made by the branches locally as per the approved rates.
- g) The Purchase Order (PO) issuance will be done centrally for rate contract to selected bidders. Subsequent Work Order will be placed centrally, and payment will be done by respective zones/regions.
- h) The penalty incurred during warranty period will be deducted from subsequent AMC payments or any other payment as per Bank's discretion.

4.13. Centralized Call Login Facility and web-based solution

The bidder should provide a centralized call login facility (through toll free number and email ID) with 24x7 access for bank /branches/offices.

Bidder should also provide web based/online platform for lodgment of complaints including below mentioned functionalities:

- a) Complaint lodging
- b) Complaint tracking – In portal all events/steps should be captured in chronological order and should be available at any given time for later review.
- c) Complaint status
- d) Service report of calls attended, quotations and corresponding proofs and Preventive Maintenance (PM) reports should be uploaded and available in portal.

Bidder shall provide a technical person to bank at centralized location to train the staff and solving technical / any other issues that are faced by user and in field by engineers. Bank will not pay any additional charges for this central support, and it should be included in overall quoted price.

4.14. Manuals and documentation

The bidder shall provide copies in hard and soft copy of complete technical documentation, brochures, user manuals etc. for the machine supplied. All the manuals shall be in English and the documentations should be clearly indicative of machines supplied.

4.15. Pre-delivery factory inspection

Bank shall carry out pre-delivery inspection of SSPBP at the bidder's factory or point of dispatch.

4.16. Right to Alter Quantities

Bank reserves the right to alter quantity and will be free to either reduce or increase the quantity, at its sole discretion on the same terms and conditions.



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Bank can order separately for additional spare parts for existing Self-Service Passbook Printing Kiosks as per the rate quoted in current offer apart from the units quoted in Bills of Materials. The bidder must execute the same without any demur.

Annexure and Appendices
Annexure–A - RFP Application

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

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

Dear Sir,

RE.: Bank's RFP for 4,500 Self-Service Passbook Printing Kiosks (SSPBP)

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

Parameter			Response
Year of commencement of Self-Service Passbook Printing Kiosks business			Original Certificate from User/s Bank/s to be enclosed
Company Turnover	Year	Turnover	Audited Balance Sheet for F.Y. 2021-22, 2022-23 and 2023-24* to be submitted.
	2021-22		
	2022-23		
	2023-24*		
Name of the Directors/Partners/Key Persons of the company			
No. of support centers	Own		in cities (List to be enclosed)
	Channel partner/system integrator/ franchisees		in cities (List to be enclosed)
	Out of which located in centers listed in Annexure J		Mapping with the location provided in Annexure J to be enclosed
	State wise mapping of Support Centre		State wise list to be enclosed
No. of SSPBP Kiosks installed in India			Original Certificate from User/s Bank/s to be enclosed
Number of SSPBP printers installed by bidder or OEM			Certificate from User/s Bank/s or notarized self-declaration from an authorized senior official of the OEM with supporting Purchase Orders to be enclosed



*If 2023-24 Financial Statements of any bidder / OEM is unaudited then Bank would consider the Audited Financial Statements of 2020-21 along with an undertaking letter from the bidder / OEM that the FY 2023-24 Statements are not audited. In this scenario Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23 are to be submitted.

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

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

We enclose Demand Draft/Bank Guarantee for **Rs 2,00,00,000/- (Rupees Two Crore Only)** favoring Bank of Baroda and payable at Baroda, towards bid security, details of the same is as under:

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

Yours faithfully,

(Name & Designation, seal of the firm)



Annexure-B - Compliance of Eligibility Criteria

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

SN	Eligibility Criteria	Supporting Documents Required
A	General	
1	The bidder should be a company registered in India for the last 5 years.	Certificate of Incorporation
2	The bidder must be either the Original Equipment Manufacturer (OEM) of Self-Service Passbook Printer Kiosk or its authorized representative in India. In case bidder is the OEM then bidder to submit a self- declaration confirming the same. In case of an authorized representative an authorization letter from manufacturer as per Annexure "M" (Manufacturer's Authorization Letter) to this effect should be furnished.	Self-Declaration (signed by authorized official of the bidder) or Letter from OEM as per Annexure "M"
3	The bidder should have a ready model of SSPBP having features of reading QR code, magnetic stripe, optical lines printed on passbooks and automatic page flip in forward and backward direction.	Details of Model/ Brochure
4	The bidder is ready to make proposed SSPBP compatible with Bank's existing as well as proposed self-service passbook inventory.	Letter of confirmation (signed by authorized official of the bidder)
5	The bidder and/or OEM have not been blacklisted by any Statutory/ Regulatory/ Government Authorities/ Public Sector Undertakings (PSUs/PSBs) since last five year from the date of the RFP.	Letter of confirmation (signed by authorized official of the bidder)
6	Bidder is ready to comply with current and future RBI or any other regulatory authority requirements without any additional cost to Bank for entire contract period.	Letter of confirmation (signed by authorized official of the bidder)
7	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure "O" to the said Office Memorandum / Order and submit the proof of registration herewith.	Undertaking as per Annexure "O" and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed by authorized representative of bidder and/or OEM)
8	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	Letter of confirmation (signed by authorized official of the bidder)



	having common partners has not participated in the bid process.	
9	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.	Letter of confirmation (signed by authorized official of the bidder)
10	The OSD / OEM should be a Class-I or Class-II 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	Certificate from Statutory Auditor or cost auditor of the company giving the percentage of local content, on their letter head with Registration Number and seal as per Annexure R
11	If an OEM is bidding directly they cannot submit another bid with any other bidder	Letter of confirmation from OEM (signed by authorized official of the OEM)
12	Bidder must ensure that the supplied Product and its components will not be End of Life/ Sale in next 5 years and will not be End of Support in next 7 years.	Letter of confirmation (signed by authorized official of the bidder)
B	Financial	
1	Bidder and/or OEM must have registered average annual turnover of Rs. 50 crores or above (from Indian Operations only) in each year during the last three completed financial years i.e. 2021-22, 2022-23 and 2023-24* (Not inclusive of the turnover of associate companies). For MSE / Start-Ups below mentioned turnover is applicable subject to valid MSE/ Startup certificate. The Bidder must have registered average annual turnover of Rs.25 Crores or above during the last three completed financial years – 2021-22, 2022-23 and 2023-24* (Not inclusive of the turnover of associate companies) *If 2023-24 Financial Statements of any bidder / OEM is unaudited then Bank would consider the Audited Financial Statements of 2020-21 along with an undertaking letter from the bidder / OEM that the FY 2023-24 Statements are not audited. In this scenario Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23 are to be submitted.	Audited Financial statements for the financial years 2021-22, 2022-23 and 2023-24* 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.
2	The Bidder and/or OEM must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years that is financial years – 2021-22, 2022-23 and 2023-24* OR The net worth of the bidder should be positive as on 31st March 2024* and should not have eroded by more than 30% in the last three years.	Audited Financial statements for the financial years 2021-22, 2022-23 and 2023-24*. 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.
C	Experience and Support Infrastructure	
1	The bidder should be in the business of supplying, installing and maintaining Self-Service Passbook Printing Kiosks or any other Self Service Banking	Letter from the Bank/s on letter head signed by an official of concerned department in the rank



	kiosk like Multifunction Kiosk, Cash Recycler, Cheque Deposit Kiosk etc. in India for last three years from the date of the RFP.	of AGM or above as per attached Annexure "L"
2	The bidder should have installed Self-Service Passbook Printing Kiosk in at least two Commercial Bank in India.	Letter from the Bank/s on letter head signed by an official of concerned department in the rank of AGM or above as per Letter format provided or notarized self-declaration from an authorized senior official of the bidder with supporting Purchase Orders to be enclosed.
3	The bidder should have installed minimum 1000 count of Self-Service Banking Kiosks in India and should be maintaining it.	Letter of Confirmation as per attached Annexure "L"
4	The bidder should have support centers/services availability in all regions of Bank of Baroda. If not, the bidder should undertake to establish new support center to cover all the regions within 3 months of Purchase Order Issuance.	Letter of confirmation and undertaking on Company's letter head with name of location/ address/ contact number of the exiting service centers (signed by authorized official of the bidder)

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

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Annexure-C - Compliance of Functional Specification

Functional Specifications: Self-Service Passbook Printing Kiosks and the client software to be provided should be capable of performing minimum of the following functions:

Requirements	Compliance
1. Bank is looking for a SSPBP kiosk with touch screen, where customer will visit and operate the SSPBP in standing position. This kiosk should be capable of automatic reading of QR code, magnetic stripe and optical lines of passbook and flipping of passbook pages in forward or backward direction.	
2. To provide for a fast and satisfactory experience to its customers, bidder needs to provide a solution whereby Branch staff is able to map the passbook to a particular account number of customer from his desktop by using CBS. Customer is expected to insert passbook without entering any data i.e. A/c no, starting date etc. and kiosk should start printing.	
3. SSPBP kiosk should have feature of passbook printing in English and Hindi and /or any Regional Language using Graphic Driver or other methods and Bitmap Convertor. Bidder will have to ensure necessary solution, compatibility, configuration to operationalize Hindi Printing/ Regional Language Printing at no additional cost to Bank.	
4. Additionally, provision/function should be available at the SSPBP kiosk for branch administrator to map the passbook to account number.	
5. Machine should have the capability of Automatic Page Flipping Function in forward and backward.	(PI specify speed)
6. Should have automatic Page number Recognition Function reading optical lines and QR codes printed on each page.	
7. Should have passbook Retraction Function	
8. Machine should have the capability to have connectivity to Host Software (CBS).	
9. Customer should not have any access to the system except the touch screen available for passbook updation.	
10. The SSPBP Kiosk body should have powder coated metallic cabinet and locks. Bank will have the option to choose design, color customization, the wordings and logo to be printed on the cabinet before delivery.	
11. Ability to read QR code and Magnetic Stripe which is printed on top cover and back cover respectively of passbook. The QR code and Magnetic stripe reading should be automatic and have to be inside the kiosk and should be part of the complete transaction. (The QR code reader/ QR reader light/Magnetic Stripe reader should not be visible or accessible to customer)	



12. End to end Encryption of sensitive customer demographic and transactional data.	
13. Device Health Status. Application should be able to show the Real time health of all the hardware peripheral as mentioned below <ul style="list-style-type: none"> • CPU and HDD Status • Printer Unit Status • Passbook Printer Kiosk Status • QR Code Reader Status • Network Status 	
14. Process Diagnostic – Application should provide a detailed track report of process failure with re-attempt count.	
15. Application should be able to measure the total Turnaround time for each service and transaction.	
16. Application should be able to provide a diagnostic of total success and failure transaction.	
17. Bidder should provide a detailed MIS report as mentioned below. <ul style="list-style-type: none"> • Transaction Report (New passbook issued, Transaction printing etc.) (based on custom defined filters or query fields) • Backend communication Success/ Failure Report • Exception Reports • Machine Uptime/Downtime Report 	
18. Audit Trail should be provided in case of below changes <ul style="list-style-type: none"> • User Activity (User Addition/Deletion, User Logon/Logoff etc.) • Configuration or Content changes. • Rules or Policy Modification. • Security setting Modification. • Auditing setting Modification. 	
19. Use of strong cryptography and security protocols such as secure sockets layer (SSL) / transport layer security (TLS) and Internet protocol security (IPSEC) to safeguard sensitive customer data during transmission over banks network.	
20. Solution should be capable of supporting Single Sign-On feature in order to have easy access for Branches, Bank officials.	
21. Solution shall be capable to alert the predefined list of users using SMS/email about various failure such as machine offline, HW errors etc.	
22. Proactive maintenance and monitoring with automated actions should be provided in detail for both Hardware and software.	
23. Ability to support horizontal type Passbooks	
24. Ability to support appropriate error messages	
25. Ability to support virtual keyboard (Touch Screen)	

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Annexure-D – Compliance of Technical Specification

TECHNICAL SPECIFICATIONS

PC Client PC Configuration – D (1)

Requirements	Complied (Yes/No)	Details
Passbook PC Client PC Configuration		
Processor: i3 (Minimum 10 th Generation)/ equivalent or higher		
Motherboard (1 x serial / 6 x USB 2.0 or higher / 1 x Line out / 1 x MIC in / 1 x VGA or 1 x HDMI/ 1 x RJ 45 LAN GbE / integrated Full HD Graphics, support DirectX12, OpenGL4.5 / 1 x PCIe slot / support for Wi-Fi module)		
Memory: DDR4 4GB (2133/2400 MHz) or higher , Max support up to 32 GB		
Storage Space: 1 TB or higher		
Operating System: Windows 10 or Higher. In case of end of support by Microsoft for the offered and installed version, the bidder will upgrade the system at no additional cost to the Bank including implementation at each site during the contract period i.e. warranty period of 01 year and post warranty AMC period of 4 years		
Monitor: 15" touch screen or higher		
Virtual Keyboard for login, entering A/c no & date.		
SSPBP Kiosk Printer Unit:		
It should consist of:		
<ul style="list-style-type: none"> 24 Pin Dot Matrix Passbook Printer for passbook update 		
<ul style="list-style-type: none"> Integrated within body 		
<ul style="list-style-type: none"> Automatic page number reading/sensing through optical lines and QR codes 		
<ul style="list-style-type: none"> Automatic Page Turning Unit to turn the pages forward and backward 		
<ul style="list-style-type: none"> Automatic Passbook retraction facility 		
Printing Method & Diameter of Printing-wire	24-Pin dot matrix & 0.25mm	
Printing Speed: Draft at 17 CPI or higher	240 or higher CPS	
Character Pitch: at Single Character Pitch	12 or higher	
Line Pitch	1/5, 1/6 and N/120 LPI	



Automatic Document Alignment	Left side (By auto skew function)		
Mouth-piece	from 122 to 165mm		
Support for Passbook size (Horizontal Fold type)	Width: 165mm		
	Length: (open) 180mm		
	Thickness: Max. 2.2mm		
Download of F/W to FONTS, Settings	By Downloading method		
Printer Cartridge Specification:			
Character printing capacity	Minimum 5 million character or higher		
Ink Ribbon Colors	Black only		
Shelf life	Minimum 1 year		
QR Code Reader Specification:			
<ul style="list-style-type: none"> • Should read all standard 2D QR code • Minimum Width: 2D 6.7mil QR • Scan pattern: Image area: 640 x 480 • Environment: IP54 • Solution should be able to read serial number sensing the QR code • Solution should be able to read page number by sensing optical lines as well as be sensing QR codes 			
SSPBP Kiosk Specification – Overall:			
Physical dimensions (W x D x H) (Excluding projections on Housing)	Specific details of the Kiosk to be mentioned by bidder		
Weight	Specific details of the Kiosk to be mentioned by bidder		
Electrical Specifications	230+/- 10V AC		
	49 to 51 Hz		
Power consumption	Consumption to be specified by bidder (should be below 500 W)		
Communication interface	Serial: RS232C x 1 / USB		

ANNEXURE-E

Template for "Technical Evaluation" (For Bank team)

Template for "Technical Evaluation"						
SN	Particulars	Maximum Marks	Minimum Requirement	7 Marks	8 Marks	10 Marks
A	Service Provider Profile (Evaluation team to verify certified documents)					
1	The bidder or the OEM should have installed Self-Service Pass Book Printing Kiosks in at least one Commercial Bank (including RRB/Co-operative Bank/Nagrik/Sahkari Bank) in India.	10	One commercial Bank	One Commercial Bank	2 Commercial Bank	More than 2 commercial Bank
3	Bidder and/or OEM must have registered average annual turnover of Rs. 50 crores or above (from Indian Operations only) in each year during the last three completed financial years i.e. 2021-22, 2022-23 and 2023-24* (Not inclusive of the turnover of associate companies).	10	50 Crore	>= 50 Crore	>= 60 Crore	>= 70 Crore
B	Support Infrastructure (Evaluation team to assess the support infrastructure and availability of spares across the country for a pan India implementation)					
1	The bidder should have support centers at all 148 locations as mentioned in Annexure J	10	100	>= 100 centers	>= 112 centers	>= 120 centers
2	The bidder should have stocking centers for spare parts across the country. This is to ensure timely replacement of damaged parts and higher up-time of the SSPBP	10	Stocking centre in 8 states	8 states	10 states	>= 15 states
C	Compatibility with bank's existing SSPBP (Evaluation team to verify this during the site visit/ technical demo)					

1	Proposed model should accept QR code and magnetic stripe of passbooks. The proposed Self-Service Passbook Printer should have features of sensing of QR code and magnetic stripe of passbooks and auto page flipping facility in forward and backward direction through sensing optical lines and QR code.	Mandatory				
D	Technical Requirement (Evaluation team to check complete hardware/software and interface specifications to meet bank's requirement in this RFP)					
1	Processor	10	i3 (10 th generation) or equivalent	i3 (higher than 10 th generation) or equivalent	i5 or equivalent	i7 or equivalent
2	Operating System	10	Windows 10	Higher if available		
3	Touch Screen Monitor	10	15"	15"	17"	19"
4	Printing Speed (CPS in Draft Mode at 17 CPI or higher)	10	240	240	>240	
5	Footprint/Design/Quality of the kiosk	10				
6	Product presentation including Monitoring/CRM tool	10				
	Total Score	100				
Point to be Noted						
No changes would be accepted on bank's side (in Finacle or output reports/MIS) to maintain compatibility with existing system. Evaluation team may request for additional information/clarification from the bidders, carry out site visits and make reference calls to existing clients for a complete and fair assessment of bidder capability to supply, install and maintain SSPBP in bank.						

Annexure-E (1)

Information/ Documents required from Bidder for Eligibility and Technical evaluation

A. Eligibility Evaluation:

Supporting documents to be submitted:

1. Organization structure
2. Name of the Directors/Partners/Key Persons of the company
3. Business Profile and strategy for expansion in India of OEM and bidder
4. Write up on following for bidder and OEM:
 - a) Management practice & procedure
 - b) Other products & services practice area and core competency
 - c) Expertise in handling customization/adaptation to regional languages.
5. If an authorized representative/ channel partner is responding to this RFP, an authorization letter from manufacturer (OEM) that the company is their authorized representative in India and a copy of agreement.
6. Certificate of incorporation.
7. Letter from the Bank/s on letter head where bidder/OEM has previously implemented SSPBP or other similar Kiosks confirming bidder's statement. The letter should be signed by an official in the rank of AGM or above in the department dealing with the procurement/implementation of passbook printers.
8. Letter from Bank/s on their letterhead where bidder/OEM have Supplied/Installed Self-Service Passbook Printing Kiosk having features of sensing magnetic strip and QR code-based passbook and auto page flip facility by sensing optical lines and QR code.
9. Copy of the purchase order / agreement as proof of deployment.
10. Details of ready model having features of sensing QR code and magnetic stripe-based passbook and auto page flip facility and compatibility with bank's existing system.
11. Audited Balance sheet for last 3 year.
12. Number SSPBP installed in Banks in the last one year (Year, Bank name, no. of SSPBP supplied) to be supported with certificate from Banks along with comments on SLA.
13. List of support centers, stocking centers, residential engineers with addresses, contact persons, contact numbers and email-ids and their mapping with States in India and centers listed in **Annexure J**.



Annexure-F - Compliance to RFP Terms and Conditions

SN	Terms & Condition	Compliance (Y/N)	Remarks
1.	Eligibility Criteria		
2.	Scope of work		
3.	Technical & Functional Criteria		
4.	Terms of execution of work		
5.	Locations to be covered		
6.	Installation		
7.	Training		
8.	Availability of Product and spares		
9.	Warranty		
10.	Annual Maintenance Contract		
11.	Maintenance Standard during warranty & AMC		
12.	Cost of RFP		
13.	Bid Security / Earnest Money Deposit (EMD)		
14.	Technical details required		
15.	Commercial Proposals		
16.	Erasures or alterations		
17.	Offer validity period		
18.	Right to alter quantity		
19.	Payment terms, Support Services & Miscellaneous Terms/Requirements		
20.	Penalty & Liquidated damages		
21.	Termination for Default		
22.	Cancellation of Contract and Compensation		
23.	Centralized Call login facility and web-based solution		
24.	Manuals & documentation		

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Annexure-G

Reference Site Details

	Reference 1	Reference 2
Name of the Bank		
Address of the Bank		
Contact Details (At least two contacts are to be provided for each reference)		
Contact 1 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Contact 2 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Name of the Core Banking Solution with which the SSPBP is integrated		
Total Number of Self-Service Passbook Printing Kiosks/Self-Service Passbook Printer supplied		
Ref. no and date of order (certified copy attached)		
Quantity ordered		
Quantity supplied till date		
Quantity installed		
Quantity operational		

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Annexure – (H-1) - AMC cost of SSPBP (part of Commercial Bid)

S r. No	Description	Qty. (A)	Cost of Self-Service Passbook Printing Kiosk (SSPBP) excluding taxes (B)	AMC price per unit excluding taxes in Rs. (B*AMC Percentage)					Total AMC cost for 4 years after warranty (H=A*G)
				AMC percentage as cost of the Machine					
				2 nd Year (C)	3 rd Year (D)	4 th Year (E)	5 th Year (F)	Total AMC for 4 years (G= C+D+E+ F)	
	Annual Maintenance Charges for Self-Service Passbook Printing Kiosk for -4-years	4,500							

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Annexure – (H-2)- Cost of Spare Parts (part of Commercial Bid)

S. No.	Item	Unit Price excluding taxes (A)	Quantity (B)	Total Cost (C =AxB)
1.	PC power Supply (SMPS)		50	
2.	PC Mother board		50	
3.	PC processor		50	
4.	LCD Monitor		50	
5.	Touch Screen		50	
6.	Printer Motherboard with processor		50	
7.	Printer Motherboard without processor		50	
8.	Printer Sensors		50	
9.	QR code reader		50	
10.	Main gear used for passbook movement		50	
11.	Printer power supply		50	
12.	Printer Head		50	
13.	Spike Guard		50	
14.	Passbook movement roller		50	
15.	Hard Disk		50	
16.	Cartridge		135000	
17.	Specify any other component if required			
	Total Cost of Spares			

All prices should be quoted exclusive of taxes.

Spare cost will be paid only in case of Bank dependency cases and for rest spare parts should be changed free of cost.



Annexure – (H-3)- Shifting Cost (part of Commercial Bid)

Sr. No	Particular	Unit Price exclusive of taxes in Rs. (A)	Quantity (B)	Total Cost in Rs. (C=AXB)
1	Within City		50	
2	Within State		50	
3	Inter State (Both non-permit and permit locations)		50	
	Total shifting cost			

All prices should be quoted exclusive of taxes.

Shifting charges should be inclusive of insurance cover for shifting.

Annexure-(H-4)
Commercial Bid Template

Sr. No	Description	Qty. (A)	Unit Price excluding taxes (B)	Total Price C = (A)*(B)
1.	Cost of Self-Service Passbook Printing Kiosk (with 1-year comprehensive warranty). The cost is inclusive of client software, client security, interface and monitoring applications	4,500		
2.	Annual Maintenance Charges for Self-Service Passbook Printing Kiosk for -4- years (First year under warranty and 2 nd , 3 rd , 4 th and 5 th year under AMC, as per column H of the Annexure "H-1")	XXX	XXX	
3.	Total Cost of Spares (as per column C of annexure "H-2")	XXX	XXX	
4.	Total cost of shifting (as per column C of annexure "H-3")	XXX	XXX	
5.	Total cost of ownership (Total of Items 1 to 4)	XXX	XXX	
6.	Buyback of Fully Automatic SSPBP	XXX	Rs.3000 or higher*	

*** Minimum Rs 3000 should be quoted as buyback price, bidders may quote higher price. (Note – All software is required to be purchased, latest and licenses provided to bank. The cost shall be inclusive in above commercials)**

In case of any ambiguity/error, bank would consider the highest rate quoted by the bidders for this item for the purpose of TCO calculation. However, for payment purpose the lower of the two rates (quoted and arrived rate) would be considered. The decision of bank would be final and acceptable to all bidders).

Total TCO Price in words: (Rs.)

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Price Composition and Total Cost of Ownership (TCO):

The price quoted should be in Indian rupees only.

The prices offered shall be on a fixed price basis and not linked to the any foreign exchange component.

1.1.TCO refers to the aggregate amounts payable by the bank for the above said product and services for the entire period of the contract including AMC period.



1.2. The warranty period for the supplied SSPBP kiosks will be 1 year.

1.3. TCO shall encompass but not be limited to the following:

- Cost of the equipment (Cost of Passbook Printer, touch screen monitor, kiosk, CPU etc.)
- License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses
- Installation and commissioning charges, if any.
- Service Level Agreement (SLA) costs as defined in RFP for applicable period.
- Any cost towards development of interface and/or customization to meet bank's requirement/communicating with the bank's core banking solution and/or intermediary server would be included by bidder.
- Cost of system/software up gradation for the entire period of contract.
- Any other cost expected by bidder for timely and efficient implementation of the project as per business requirement as specified in the RFP shall be included by the bidder.
- Cost of integration with our system (APIs etc. for integration with Bank's CBS system Finacle, Middleware etc.) Bidder will have to adhere to bank's existing format interface specification. No changes would be accepted on bank's side to maintain compatibility with existing system.
- Transportation and forwarding charges to respective sites in respect of supply of SSPBP and passbooks.
- Cost of installation of Graphic Driver, Bitmap Convertor or other application required for Printing in Hindi, English and Regional Language.
- Insurance to cover the equipment from transit period till installation. (if installation is delayed, the insurance cover should be available up to minimum 15 days from the date of delivery)
- Installation and commissioning charges, training to branch / bank staff.
- One-year comprehensive onsite maintenance warranty covering all parts, service and visits to the concerned branches.
- Comprehensive AMC for a period of 4 years post warranty period of 1 year.
- Cost of vinyl wrap on three sides of SSPBP with warranty for at least three years. If the vinyl wrap gets damaged due to poor quality of material or adhesive within the three-year period the same will have to be replaced by the bidder without any additional cost to the Bank
- Handholding branch / bank staff and educating customers to use the SSPBP.
- Cartridge quantity, shifting quantity and spare parts quantity given in TCO is only for TCO calculation purpose and may change (downward/upward) as per Bank's requirement.

Annual Maintenance Charges for each year over a span of 4 years post warranty covering all parts, service, and visits to the concerned branches should be mentioned in the **Annexure-H-1**. Service Tax/GST on AMC will be paid extra by Bank at prevailing rates.

All prices quoted by the bidder shall be exclusive of taxes.



Annexure- I

Compliance Certificate

To

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

Dear Sir,

RE.: Bank's RFP for 4,500 Self-Service Passbook Printing Kiosks

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

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(Name & Designation, seal of the firm)



Annexure – J – List of Centers/RO/ZO for mapping with bidder’s service centre

SN	Region	Availability of Service Centre in the region (Yes/No)
1	AHMEDABAD - I REGION	
2	AHMEDABAD - II REGION	
3	AHMEDABAD - III REGION	
4	ANAND REGION	
5	BANAS KANTHA REGION	
6	GANDHINAGAR REGION	
7	KHEDA REGION	
8	MEHSANA REGION	
9	SABARKANTHA REGION	
10	AGRA REGION	
11	ALIGARH REGION	
12	BAREILLY CITY REGION	
13	DEHRADUN REGION	
14	HALDWANI REGION	
15	MEERUT REGION	
16	MORADABAD REGION	
17	PILIBHIT REGION	
18	RUDRAPUR REGION	
19	SHAHJAHANPUR REGION	
20	BARODA CITY - II REGION	
21	BARODA CITY REGION	
22	BARODA DISTRICT REGION	
23	BHARUCH REGION	
24	GODHRA - II REGION	
25	GODHRA REGION	
26	NAVSARI REGION	
27	SURAT CITY - II REGION	
28	SURAT CITY REGION	
29	SURAT DISTRICT REGION	
30	VALSAD REGION	
31	BENGALURU CENTRAL REGION	
32	BENGALURU NORTH REGION	
33	BENGALURU RURAL REGION	
34	BENGALURU SOUTH REGION	
35	MANDYA REGION	
36	MYSURU REGION	
37	BHOPAL REGION	
38	BILASPUR REGION	
39	DHAMTARI REGION	



40	DURG REGION	
41	INDORE REGION	
42	JABALPUR REGION	
43	RAIPUR REGION	
44	RATLAM REGION	
45	SAGAR REGION	
46	AMRITSAR REGION	
47	CHANDIGARH REGION	
48	HISSAR REGION	
49	JALANDHAR REGION	
50	KARNAL REGION	
51	LUDHIANA REGION	
52	SHIMLA REGION	
53	CHENNAI METRO REGION	
54	CHENNAI RURAL REGION	
55	COIMBATORE REGION	
56	MADURAI REGION	
57	PUDUCHERRY REGION	
58	TIRUCHIRAPALLI REGION	
59	CALICUTT REGION	
60	ERNAKULAM REGION	
61	THRISSUR REGION	
62	TRIVANDRUM REGION	
63	GUNTUR REGION	
64	HYDERABAD METRO REGION	
65	RAJAHMUNDRY REGION	
66	TELANGANA NORTH REGION	
67	TELANGANA SOUTH REGION	
68	TIRUPATHI REGION	
69	VIJAYAWADA REGION	
70	VISHAKHAPATNAM REGION	
71	AJMER REGION	
72	ALWAR REGION	
73	BANSWARA REGION	
74	BHARATPUR REGION	
75	BHILWARA REGION	
76	BIKANER REGION	
77	JAIPUR REGION	
78	JHUNJHUNU REGION	
79	JODHPUR REGION	
80	KOTA REGION	
81	SAWAI MADHOPUR REGION	
82	UDAIPUR REGION	
83	BURDWAN REGION	



84	GREATER KOLKATA REGION	
85	GUWAHATI REGION	
86	JORHAT REGION	
87	KOLKATA METRO -2 REGION	
88	KOLKATA METRO REGION	
89	SILIGURI REGION	
90	AMBEDKAR NAGAR REGION	
91	AYODHYA REGION	
92	FATEHPUR REGION	
93	GORAKHPUR REGION	
94	KANPUR DEHAT REGION	
95	KANPUR METRO REGION	
96	LUCKNOW DISTRICT REGION	
97	LUCKNOW METRO REGION	
98	PRAYAGRAJ - II REGION	
99	PRAYAGRAJ REGION	
100	RAE BARELI REGION	
101	SULTANPUR REGION	
102	VARANASI - II REGION	
103	VARANASI REGION	
104	HASSAN REGION	
105	HUBBALLI REGION	
106	KALABURAGI REGION	
107	MANGALURU CITY REGION	
108	PUTTUR REGION	
109	SHIVAMOGGA REGION	
110	UDUPI REGION	
111	MUMBAI METRO CENTRAL REGION	
112	MUMBAI METRO EAST REGION	
113	MUMBAI METRO NORTH REGION	
114	MUMBAI METRO SOUTH REGION	
115	MUMBAI METRO WEST REGION	
116	NAVI MUMBAI REGION	
117	EAST DELHI REGION	
118	GURGAON REGION	
119	NOIDA REGION	
120	NORTH DELHI REGION	
121	SOUTH DELHI REGION	
122	WEST DELHI REGION	
123	BHUBANESWAR REGION	
124	CUTTACK REGION	
125	DARBHANGA REGION	
126	GAYA REGION	
127	JAMSHEDPUR REGION	



128	MUZAFFARPUR REGION	
129	PATNA REGION	
130	PURNEA REGION	
131	RANCHI REGION	
132	SAMBALPUR REGION	
133	AMRAVATI REGION	
134	AURANGABAD REGION	
135	JALGAON REGION	
136	KOLHAPUR REGION	
137	NAGPUR REGION	
138	NASHIK REGION	
139	PANAJI REGION	
140	PUNE CITY REGION	
141	PUNE DISTRICT REGION	
142	SOLAPUR REGION	
143	BHAVNAGAR REGION	
144	BHUJ REGION	
145	JAMNAGAR REGION	
146	JUNAGADH REGION	
147	RAJKOT REGION	
148	SURENDRANAGAR REGION	



Annexure K: Format for Bid Guarantee

To

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

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was 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 Public Sector Bank/schedule commercial bank in India (other than the Bank of Baroda) in your favor for Rs..... /- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

AND WHEREAS at the request of the Bidder, WE,, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having 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 and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs..... /- (Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.



2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. /- (Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, 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 uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present



being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.

13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs. /- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force up to and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20....

For and on behalf of
Branch Manager
Seal and Address



Annexure- L – Certificate from Bank

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

Dear Sir,

**Re: Self-Service Passbook Printing Kiosk (SSPBP) by the _____
(Name of the Bidder/OEM)**

This is to certify that _____ (name of the bidder/OEM) has supplied/installed _____ Self-Service Passbook Printing Kiosk/or banking kiosk like Automatic Deposit Terminals, Cheque Deposit terminals, Multifunction kiosk, other banking kiosk in our Bank during the period _____.

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

SIGNATURE

(Name & Designation, seal of the Bank)



Annexure-M: MANUFACTURER'S AUTHORIZATION LETTER

Ref No.:

Date:

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

Dear Sir,

**Re: Procurement of Self-Service Passbook Printing Kiosk (SSPBP)-Bank RFP No: ---
Dated _____.**

We, M/S _____ (Name of OEM), who are the Original Equipment Manufacturers of _____ (Make & Model No.) of Self-Service Passbook Printer having our manufacturing factories/plants in _____ (Name of Countries from where the offered product will be sourced) do hereby authorize M/s _____ (Name and address of Authorized Representative) to submit a bid, and sign the contract with you for the supply, installation and maintenance of the above mentioned goods manufactured by us against the above Request for Proposal(RFP).

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

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

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

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

Yours faithfully

(Name of the Authorized Official)

(Name of OEM)



(Seal of OEM)

Annexure-N: PRE-CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

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

Between

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

And

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

Preamble

BOB is one of the nationalized PSU Bank having its presence through its 8100+ of branches/administrative offices throughout India and nearly 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's outsource service providers. The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

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

Section 1 - Commitments of BOB

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

Section 2 - Commitments of the Bidder(s)

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution



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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Subcontractors

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

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

If the BOB obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor which constitutes



corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The BOB has appointed 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) appointed competent and credible Independent External Monitors for this Pact after approval by Central Vigilance Commission. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- 5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 Facilitation of Investigation

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

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB.



Section 11 - Other provisions

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

(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)_____

Witness2:

(Name & Address)_____



Annexure O: Declaration/ Undertaking from *Bidders* 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 Bidders/OEM/ Manufacturer duly signed by an authorized signatory)

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

Sir,

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

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

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

Please strike off whichever is not applicable

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

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

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.



I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

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.

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.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed: Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)



Annexure – P - CERTIFICATE OF LOCAL CONTENT

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

Date:

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

Dear Sir,

Re: Procurement of Self-Service Passbook Printing Kiosk (SSPBP)-Bank RFP No: ---
Dated _____.

Bidder Name: _____

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

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

Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal

Counter-signed:
Bidder

Annexure Q – Non-Blacklisted Undertaking

Undertaking by the Bidder in their letter head

Date

To

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

Dear Sir,

**Re: Procurement of Self-Service Passbook Printing Kiosk (SSPBP)-Bank RFP No: ---
Dated _____.**

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

SIGNATURE

(Name & Designation, seal of the firm)



Annexure R - Class I/Class II certificate

CERTIFICATE OF LOCAL CONTENT

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

Date:

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

Dear Sir,

Ref.: GEM/2024/B/XXXXXXX dated DD-MM-YYYY

Bidder Name: _____

1. This is to certify that proposed Models of _____ <OEM and Model Name> Self Service Passbook Printer (SSPBP) as per the scope of work of said RFP has the local content of _____ % as defined in the above-mentioned RFP and amendment thereto. We hereby classify ourselves as Class-I Local Supplier / Class-II Local Supplier. <mention the applicable class category>.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P45021/2/2017-PP (BE-II) dated May 28, 2018 -Revision order No. P-45021/2/2017- PP (BE-II) dated 16.09.2020 and as per subsequent guidelines issued by Govt of India procurement manual updated up to June 2022 and clarification office memorandum 04th March, 2021 regarding non-local suppliers in respect of imported products.

3. The details of location(s) at which the local value addition is made are as under

SN	Product Details	Name of Place (In India only)	Remarks
1			
2			

Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal



Annexure S – Service Level and Non-Disclosure Agreement Format

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

AND

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

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

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8400+ branches/offices in India and 95+ branches/ offices overseas including branches/offices of our subsidiaries, distributed in 15+ countries. Bank desires to select vendors for Supply, Installation and Maintenance of 4500 Self Service Passbook Printer (SSPBP) Kiosks and had invited offers.

In response to RFP/Bid no ----- dated ----- issued by Bank, the Bidder also submitted its offer and has represented that they are engaged in the business of Supply, Installation and Maintenance of SSPBP Kiosks. 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 Bidder and other applicable criteria, Bidder 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

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 90 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 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. ABIDE WITH THE UNIVERSAL HUMAN RIGHTS & BANKS CODE OF ETHICS

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation 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.

The successful bidder shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct

6. DOCUMENTATION

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

7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No. Escalation matrix for support should also be provided with full details.

8. 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.

9. COVENANTS OF THE SERVICE PROVIDER



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

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

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

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

The Service Provider:

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



- ix. Shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. Shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. Shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- xii. Service Provider shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

10. CONFIDENTIALITY

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

- a. All 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 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. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.
- b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by Bank other than as may be required for the performance of Service Provider.
- c. Service Provider shall notify Bank 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 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 Bank 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;
- 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.
 - 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 shall take all the reasonable care to protect all the confidential information of service provider delivered to Bank while performing of the services.

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

11. 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 trademark in the country where the Deliverables and Services are used, sold or received, the Bank:

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

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

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

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.



12. 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.

13. PERFORMANCE GUARANTEE

The Service Provider shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees ____ Only) in favor of Bank from any Public Sector Bank / schedule commercial bank in India (other than the Bank of Baroda) as acceptable to Bank towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of 72 months with additional claim period of three months after expiry of validity period.

14. PENALTIES AND LIQUIDATED DAMAGES:

24.1 Service Provider shall be liable to pay penalty for delay in not adhering to the time schedules given in RFP.

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

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

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

24.5 If the Service Provider fails to perform its obligation as per this Agreement, then BOB reserves the right to get the balance work executed by another service provider as per choice of BOB and Service Provider shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion

15. TERMINATION

In following events, Bank shall terminate this agreement 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 30 Working Days after Bank gives written notice; or

- If such breach is not of the type that could be cured within thirty (30) Working Days, Failure by Service Provider to provide Bank, within 30 Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed timeline and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceed more than 10% of the total contract price.

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

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

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 90 days prior notice in writing.

The Service Provider understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Service Provider for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Service Provider shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Effect of termination

If bank terminates or cancels 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 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.

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- 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.
- In the event that this Agreement is terminated for any reasons, Service Provider forthwith hand over to Bank the possession of all documents, material and any other property belonging to Bank that may be in the possession of the Party or any of its employees, agents or individuals.

16. CORPORATE AUTHORITY

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

17. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

ARBITRATION

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal Negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR



the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

- e) The place of arbitration shall be Baroda. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

18. AUDIT

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

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

19. LIMITATION OF LIABILITY

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

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 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 has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Bank shall not be liable to Service Provider for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory pay payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including

but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

20. PUBLICITY

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

21. INDEPENDENT ARRANGEMENT

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

22. SUBCONTRACTING

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

23. ASSIGNMENT

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

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

24. NON – SOLICITATION

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

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

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.



25. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

26. FORCE MAJEURE

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

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include but are not restricted to 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 condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

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

SURVIVAL:

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

27. MISCELLANEOUS

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

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered,



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

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief General Manager (Digital Channels & Operations)

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

ATTN: Assistant General Manager

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:

Designation:

Witness 1:

Witness 2:

Name:

Designation:

Witness 1:

Witness 2:



Annexure T – MSE Bid Declaration Form

Date:

RFP No:

To

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

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

OR

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 (as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein) year 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, impares 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 of to make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed.

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



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

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

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

Dated on day of (insert date of signing)

Corporate Seal (where appropriate)

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



Annexure U - EMD Format

Pro forma for Bank Guarantee in lieu of EMD

To,

Date DD-MM-YYYY

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

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 floated for Supply, Installation and Maintenance of 4500 Self Service Passbook Printer (SSPBP) Kiosks vide reference no. GEM/2024/B/XXXXXXX dated DD-MM-YYYYY (hereinafter called the "RFP").

as security for compliance with the Bidder's obligation in accordance with stipulation of 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 favor as security for compliance with the Bidder's obligation in accordance with stipulation of RFP (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 compliance of the terms and conditions of 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, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing uncanceled 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 favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of
Branch Manager
Seal & Address