



**DESKTOP NOTE SORTING MACHINES (1+1 Pockets)**

**REQUEST FOR PROPOSAL (RFP)  
FOR  
SUPPLY, INSTALLATION, TRAINING, COMMISSIONING AND  
MAINTENANCE  
OF  
NOTE SORTING MACHINES FOR THE BANK**

**IMPORTANT DATES**

DATE OF ISSUE OF RFP	: 10/01/2025
LAST DATE OF SUBMISSION OF RFP	: 07/02/2025 upto 15:00 hrs
DATE OF PRE-BID MEETING	: 23/01/2025
DATE OF OPENING OF RFP (TECHNICAL BID)	: 07/02/2025 after 15:30 hrs
DATE OF OPENING OF RFP (COMMERCIAL BID)	: SHALL BE INTIMATED SEPARATELY TO THE BIDDERS WHO QUALIFY IN THE STRESS TEST OF MACHINE.

**RFP Reference No HO/CC:CM/117/16**

**Date 10.01.2025**

**Bank of Baroda  
Department of Currency Chest & Cash Management  
Head Office, 7th Floor, Baroda Bhawan, Alkapuri  
Baroda - 390 007(Gujarat)  
(0265- 2316785/67)**

### Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. HO means 'Head Office'
3. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
4. RFP means the Request For Proposal document
5. Proposal, Bid means 'Response to the RFP Document'
6. Support means Support & Services to be provided as part of the Scope of Work
7. POC means 'proof of concept'
8. OEMs means 'Original Equipment Manufacturers'
9. IEM means 'Independent External Monitor'

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



## INDEX

SN	Para/Content	Page No.
1	Notice inviting RFP	4
2	DATA sheet	6
3	General Information and Instructions to Bidders	9
4	Cost of Tender Document	9
5	Earnest Money Deposit	9
6	Performance Guarantee	10
7	Authority to submit Bids	11
8	Minimum Pre-Qualification Criteria	11
9	Submission of Bids	15
10	Documents to be submitted with bids	16
11	Pre-bid meeting	16
12	Bid opening and preliminary scrutiny	17
13	Bid Validity	18
14	Bid currency and prices	18
15	Cost of Bidding	18
16	Evaluation of Tender	19
17	Notification of Award	20
18	Prevention of Corrupt and Fraudulent Practices	21
19	General Terms & Conditions	23
20	Tender Offer	38
21	Technical Specifications	40
22	Testing of Machine	43
23	Guidelines on Note Authentication and Fitness Sorting Parameters	43
24	Test Procedures	46
25	NSM stress test marking	48
26	Details of the Bidder	51
27	Manufacturer's Authorization Form	53
28	Letter of Authorization to Bid	54
29	Annexure (I)	55
30	Annexure (II)	70
31	Annexure (III)	72
32	Annexure (IV)	75
33	Annexure (V)	78
34	Annexure (VI)	79
35	Price Bid	80
36	Annexure (VII)	81
37	Annexure (VIII)	83

## NOTICE INVITING RFP

To,  
All Eligible Tenderers

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**Sub: Invitation of RFP for supply, installation, training, commissioning and maintenance of Note Sorting Machines for Bank of Baroda to be supplied to various Branches, Currency Chests & other centers all over India.**

This Request for Proposal (RFP) is a part of an All India tender for supply, installation, training, commissioning and maintenance of Desktop Note Sorting Machines (1+1 Pocket) (DTNSM) with capability to detect Forged Currency Notes as per the enclosed description, from manufacturers /OEM / authorized dealers.

The initial requirement of the NSMs will be **5,000-** Nos. of Desktop Note Sorting Machines (1+1 pockets). Further, the above mentioned quantity may be increased or decreased by 25% by the Bank at any point of time without tendering any justification as per the actual requirement.

The above Note Sorting Machines are to be supplied, installed, commissioned and maintained, including imparting training to the staff, at various Branches, Currency Chests and other centers of Bank of Baroda all over India. The training schedule shall be finalized by bank as per its discretion. Provided that Bank may in its discretion schedule different dates for training staff of different branches.

The Bank may at its discretion may empanel the selected vendor/s for supply of NSMs at the same rate and same terms & conditions for a period of three years in case of further requirement of branches/currency chests/ other centers.

However, the Bank reserves the right to call for fresh quotes from the other bidders at any time during the above period if considered necessary.

The bidders are requested to go through the tender enquiry document carefully and submit the tenders through Government e-Marketplace (GeM) portal.

The Technical Bid means this RFP document, excluding the Price Bids.

The Technical Bids shall be opened at 15:30 hrs on 07.02.2025, at the 7<sup>th</sup> floor, Conference Hall, Bank of Baroda, Head Office, Baroda Bhawan, Alkapuri, Baroda, and Gujarat State through Government e-Market GeM portal. A bidder or his/her representative will be provided Microsoft Teams meeting link to join through Teams meeting. **RFP documents require to be submitted online.**

Price Bids will be opened on a subsequent date, which will be communicated only to such Bidders in writing who have successfully qualified in Technical Evaluation and satisfactory report of stress test of the machine.

**The Price Bids should mention the Basic Price of machine & it's Printer, peripherals including taxes along with separate quote for Annual Maintenance Contract (AMC) which will be commencing after completion of warranty period of 1 years. Final bid will be through Government e-Marketplace (GeM) portal by adopting reverse auction process.**

The bidders are expected to furnish all the information asked for, by going through the bid inquiry carefully, **sign all the pages and upload the RFP documents** through GeM portal.

Tender enquiry document will be available on the website [www.bankofbaroda.com](http://www.bankofbaroda.com) or at **Government e-Marketplace (GeM) portal** from 10.01.2025 to 07.02.2025 for downloading.

The evaluation of the bids involve the following process.

- i. Technical Evaluation of Bids
- ii. Technical/Stress Testing of Models offered in the Bid
- iii. Commercial Evaluation of Quotes of technically responsive bidders
- iv. Price Bids through reverse auction.

GENERAL MANAGER  
(Operations )  
Head Office, Baroda



**DATA SHEET**

1	RFP Notice No.	<b>HO/CC:CM/117/16</b>	<b>Dated 10.01.2025</b>
2	Name of the work	Supply, Installation, Training, Commissioning and Maintenance of Desktop Note Sorting Machines (1+1 pockets)	
3	Location	Various Branches/Currency Chests of the Bank on Pan India basis.	
4	Owner	Bank of Baroda	
5	Earnest Money Deposit.	Rs. 1.00 crore (Rupees One Crore only) for DTNSM (1+1 pockets) (by way of Demand Draft in favour of Bank of Baroda payable at Baroda /Bank Guarantee having validity upto 18 months from the date of opening of Technical Bid)	
6	Cost of Tender Documents	<p><b>Physical Mode:-</b> Tender form fee Rs. 25,000/- (Rupees Twenty Five Thousand only) (non-refundable) by DD in favour of Bank of Baroda Payable at Baroda. Tender fee shall be submitted on or before 07.02.2025 upto 15:00 hrs along with Earnest Money Deposit.</p> <p><b>Or through Electronic Mode</b> Bidders are required to provide the proof of payment and the same is to be uploaded along with bid documents, failing of which the bid of the concerned bidder may be rejected.</p> <p>Cost of Tender/Earnest Money Deposit shall be paid through:</p> <p>Account Numbe-02000400000062 Account Name-Bank of Baroda Branch- Alkapuri, Vadodara IFSC-BARBOALKAPU(Fifth Character is Zero)</p>	
7	Last date of submission of any query / reporting any error	<b>On or Before 20.01.2025 till 16:00 hrs</b>  ALL QUERIES TO BE SUBMITTED VIA EMAIL ONLY BY BIDDER AND ITS REPRESENTATIVES.	
8	Pre bid meeting	Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams)/offline on 23.01.2025 at 11.00 hr  Meeting invite Link will be sent by the Bank to email IDs provided by bidders to join the Online Meeting as per the schedule mentioned above.	



9	Tender Forms available from	From 10.01.2025 to 07.02.2025 Downloadable from the Bank's website – <a href="http://www.bankofbaroda.com">www.bankofbaroda.com</a> or at <b>GeM Portal</b>
10	Last date of submission of tender	07.02.2025 up to 15:00 hrs
11	Tender to be submitted to	The General Manager -Operations Bank of Baroda , Head Office, 7 <sup>th</sup> Floor ,Baroda Bhawan, Alkapuri, Baroda, Gujarat –Pin 390 007  <b>Through GeM Portal (Online submission)</b>
12	Bid System	COVER No.1 Tender Fee & EMD (If submitting through physical mode)  Two Bid system through GeM Portal followed by reverse auction.
13	Date and Time of Technical bid Opening	Date 07.02.2025, Time 15:30 hrs, Place Head Office, Bank of Baroda, 7 <sup>th</sup> Floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara-390 007 <b>e-mail- <a href="mailto:currencychest.ho@bankofbaroda.com">currencychest.ho@bankofbaroda.com</a></b>
14	Date and Time of Financial bid Opening	The financial bids of only those Bidders who qualify in technical evaluation and successful stress testing of machine, will be opened. The date for opening of the Financial bid would be communicated separately to the technically eligible Bidders.
15	Warranty	12 months from the date of commissioning
16	Terms of payment	100% value of the Note Sorting Machine (NSM), on delivery, installation, successful commissioning and Training of staff at the site subject to submission of 10% of the contract value as Performance Guarantee. Payment terms as defined in General Terms & conditions to be adhered with.
17	Liquidated damages for delayed supply	0.5% of the cost of machine/s per week or part thereof for delayed delivery subject to maximum of 10% of the cost of the Machine/s, for which there is delay.
18	Performance Bank Guarantee + Letter of Acceptance	10% of the contract amount (Basic Price of the Note Sorting machines proposed to be purchased) valid till 6 months beyond the completion of warranty period, along with the unconditional letter of acceptance within-7- Days of the date of letter of intent issued by the Bank. If the supplier fails to submit the Performance Bank Guarantee and/or the unconditional letter of acceptance within the stipulated period, Bank reserves the right to forfeit the Demand Draft and/or invoke the Bank Guarantee for the <b>Earnest Money Deposit</b>



19	AMC	04 years from the date of expiry of onsite warranty period
20	Escalation of price	No escalation permitted under any circumstances whatsoever; prices shall remain fixed for the entire contract period.
21	Fall Clause	If the selected Bidder reduces its price or sells or offers to sell the rate contracted goods under similar items and conditions as in the rate contract, at a price lower than the rate contracted price to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced for all subsequent supplies under the rate contract, with effect from the date from which such offer or sale was made to the outsider and the rate contract will be amended accordingly.
22	Tender Validity	3 year from the date of opening of price bid. The tenders / offers submitted by the vendors including the rates quoted by them shall remain valid during the period of tender validity. The Bank however reserves the right to call the fresh quotes from other bidders at any time during the above period, if considered Necessary.
23	Delivery Period	Within 45 days from the issue of letter of intent
24	Contract Period	3 Years
25	Contact person (Mobile & Telephone Details)	1. <a href="#">Anurag Sankhwar (Chief Manager Currency Chest)</a> <a href="#">Mobile No:9455286664, Tel ; 0265-2316785</a> <a href="mailto:currencychest.ho@bankofbaroda.com">Email- currencychest.ho@bankofbaroda.com</a> 2. <a href="#">Jagdish Prasad ( Assistant General Manager) Mobile</a> <a href="#">No.:7869033634 Tel: 0265-2316767</a> <a href="mailto:jagdishprasad@bankofbaroda.com">Email- jagdishprasad@bankofbaroda.com</a>
26	Address for Communication	The General Manager-Operations Head Office, Bank of Baroda, 7 <sup>th</sup> Floor, Baroda Bhavan R C Dutt Road, Alkapuri, Vadodara-390 007



## GENERAL INFORMATION AND IMPORTANT INSTRUCTIONS TO BIDDERS

1. This Request for proposal is a part of an All India tender for supply, installation, commissioning and maintenance of Desktop Note Sorting Machines as per the specification given in Technical Specifications attached from the manufacturers /OEMs/ authorized dealers, who satisfy the Pre-Qualification Criteria for supply of the Desktop Note Sorting Machines.

This RFP is issued for procurements of Desktop Note Sorting Machines to Bank's various Branches, Currency Chests/other centers. The order for Note Sorting Machine may be split at the sole discretion of the Bank between L1, L2 and L3 vendors in the ratio of 50%, 30% and 20% respectively, provided L2 and L3 vendors match the L1 price unconditionally. In case the L2/L3 bidder does not / cannot match the prices with the L1 bidder under the RFP, there shall be an option to make an offer and negotiate with the L4 bidder and so on and so forth. In case of only L-2 bidder match the L-1 price; the order shall be split in the ratio of 60 % and 40 %, further if no other bidder matches the price of L-1 bidder Bank may award 100 % to L-1 bidder.

2. **Cost of Tender Document:** Tender document can be downloaded from our web site [www.bankofbaroda.com](http://www.bankofbaroda.com) and tender document fee of Rs. 25,000/-(Rupees Twenty Five Thousand only) non-refundable in the form of Demand Draft, favoring Bank of Baroda payable at Vadodara, to be submitted along with EMD. If paid electronically, the proof of receipt must be uploaded online through GeM portal.

3. **Earnest Money Deposit (EMD):**

EMD for Desktop Note Sorting Machines (1+1 Pocket) will be Rs.1.00 Crore (Rupees One Crore only) for DTNSM (1+1 pockets).

Bidders are required to provide an Earnest Money Deposit at the time of submission of Bid documents. The proof of the same is to be uploaded along with bid documents, failing of which the bid of the concerned bidder may be rejected.

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, Vadodara**

**IFSC-BARB0ALKAPU(Fifth Character is Zero)**

**Or**

In the form of Demand Draft favoring Bank of Baroda, payable at Vadodara or by an irrevocable Bank Guarantee (as per Bank's format in Annexure II having validity upto 18 months from the date of opening of Technical Bid, issued by any Scheduled Commercial Bank (other than Bank of Baroda) or Foreign Bank in India favouring Bank of Baroda.

**The amount of Earnest money deposit would be forfeited in the following scenarios:**

- a. If a bidder withdraws the bid during the period of Bid validity.
- b. In case of the successful bidder, if the Bidder fails:
  - (i) To accept LOI (Letter of Intent) and to comply with any of the terms & conditions of RFP
  - (ii) To Furnish Performance Guarantee valid for 18 months (6 months beyond the completion of warranty period) within the stipulated time.

### **3.1 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 National Small Industrial Corporation (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 duly 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.

### **3.2 Preference to make in India initiative**

“Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15<sup>th</sup> June 2017 as applicable to encourage ‘Make in India’ and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of ‘Local content’ where ‘Local content’ means the amount of value added in India as a percentage of total value in percentage”

### **4. Performance Guarantee:**

The selected Bidder will be required to submit to the Bank a Bank Guarantee for 10% of the Invoice amount (Invoice Price of the number of machines proposed to be purchased from the supplier excluding the AMC charges) as per approved format (enclosed as Annexure III) from a Scheduled Commercial Bank (other than Bank of Baroda) which shall be valid till 6 months beyond the completion of warranty period, along with the unconditional letter of acceptance within -7- days of the date of letter of intent (LOI) issued by the Bank. If the supplier fails to submit the Bank Guarantee (as per Bank’s format in Annexure -III) along with the unconditional letter of acceptance within the stipulated period, the Bank reserves the right to invoke the Bank Guarantee for the Earnest Money Deposit based on the communication received from the Bidder and cancel the purchase contract. On satisfactory completion of the onsite warranty period and submission of the Bank Guarantee for AMC upon entering into the AMC this Performance Guarantee shall be discharged and returned to the bidder.

## 5. Authority to submit Bids:

- (a) Only authorized personnel of the firm or organization shall sign the BID. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Necessary resolutions/authority/ Power of Attorney available shall be enclosed. In case the principal vendors authorize their business partners or authorized distributors to bid on their behalf, a separate authorization letter as per format (Letter of Authorization to bid) enclosed, along with a commitment to fulfill the terms of tender should be submitted.

The certified photocopy of Resolutions/Authority/ Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

Only one bid from one organization/firm will be acceptable. In case, two or more bids received from the same organization/firm, then Bank on its discretion may accept bid on first come basis or may reject all the bids.

- (b) **One firm or organization cannot quote on behalf of multiple manufacturers.**
- (c) Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he will not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.

## 6. Minimum Pre-Qualification Criteria :

### **To bid for Desktop Note Sorting Machine(1+1Pocket) :**

- a. The bidder should have at least Five year experience in supplying Note Sorting Machines to Public Sector Banks / Scheduled Commercial Banks in India / Reserve Bank of India as on 30.09.2024 (Company/firm should submit proof of the same. (Company/firm should submit proof of the same i.e. Purchase Order Copies of Note Sorting Machines awarded to bidder by Public Sector Banks/ Scheduled Commercial Banks in India / Reserve Bank of India 60 months prior to 30/09/2024.
- b. The bidder should be a profit-making company/firm for the last three financial years ending on 31.03.2024 (FY2021-22, FY2022-23 & 2023-24) and the net worth should be positive as on 31.03.2024 and should have not eroded by more than 30% (thirty percent) in the last three years, ending on 31.03.2024. The company/firm should submit Audited Financial statement (Balance Sheet and Profit & Loss a/c) and certificate mentioning the net worth of the company/firm of 5 years duly signed by the auditors of the company. Financials of the bidding company will be considered for determining the eligibility as terms of RFP.



- c. The bidder should have supplied minimum 2,500 (Two Thousand Five Hundred only) Note Sorting Machines of the model offered i.e. of the same OEM with a single order of 250 units in last five years ending 30.09.2024 to Public Sector Banks/Scheduled Commercial Banks in India/Reserve Bank of India (RBI)- Documentary proof to be attached. Purchase Order copies along with current dated Performance Certificates from customer certifying supply, commissioning and satisfactory after sale service.

**In case the bidder is an OEM or a wholly owned subsidiary or Authorised distributor of the OEM wants to participate directly in bidding process, all above clauses will be applicable in toto, NSM supplied through their authorised agency for the last 5 years ending on 30.09.2024 shall also be taken into consideration**

- d. The bidder submitting the bid should be a Registered Company/Firm having minimum Annual Turn Over of Rs. -7- Crore (Rupees Seven Crore only), from the sale of NSMs during each of the last five financial years ending on 31.03.2024. A certificate from CA (company's statutory auditors) who has signed the audited balance sheet of the company/firm confirming turnover from NSMs should be attached. If company/firm now not dealing with that CA who has signed balance sheet of earlier years the present CA/ company's statutory auditor can sign the certificate.
- e. If the Bidder is not the Original Equipment Manufacturer (OEM) but only an authorized dealer, it shall supply Note Sorting Machines of the same OEM that it intends to offer to bank under this RFP for a minimum period of 24 months as on 30/09/2024. Company/firm should submit the following documents:
- e.1. A valid authorization letter from the OEM to deal/market the machine in India.
- e.2. Purchase Order copies awarded to the bidder for supply of Note Sorting Machines manufactured by the OEM from Public Sector Banks/ Scheduled Commercial Banks/ Reserve Bank of India 24 months prior to 30/09/2024.
- f. The Model being offered in the RFP should be in compliance with Note Sorting Machines: Standard issued by the Bureau of Indian Standards as advised vide RBI vide circular No. RBI/2024-2025/86 DCM (NPD) No. S2193/09.45.000/2024-25 dated October 30, 2024 and bidder is required to ensure NSM model must adhere with the standards of Note Sorting Machine (NSM) – IS 18663:2024 published in the 'Gazette of India' on March 19,2024.
- g. Proof of Machine being offered is used in India for the last one year as on 30.09.2024. Purchase Order copies to be submitted along with satisfactory performance certificate.
- h. The bidder should have minimum -50- Service Centres/base locations in India (preferably atleast one service centre in each state). In case, service centre is not available in any of the state then it shall be the responsibility of the bidder to provide resolution within T+2 days. The technical staff engaged for the service of Note Sorting

Machines should be employees i.e. on the payrolls of the bidder. Outsourcing of after sales services would not be permitted at all.

For existing vendor/service provider the feedback regarding, the service being rendered by them will be obtained from their respective area of operation (Respective Zonal Heads). If the feedback pertains to the service of any vendor is not satisfactory then their bid may stand rejected prima facie. Bank will keep all rights reserved in this matter.

- i. The vendor must not have been blacklisted /delisted by any PSU/PSB/Financial Institution in last 5 years or service terminated due to poor performance. A declaration cum undertaking confirming the same needs to be submitted on the letter head of the service provider to this effect that the company/ firm or its owner or any sister concern have not been blacklisted /delisted. If in future NSM supplier found blacklisted/delisted from any public sector Banks/Schedule Commercial Banks and Reserve Bank of India. Bank has right to cancel the order at any point of time and as a penalty Bank will forfeit 25% of Performance Bank Guarantee. Bank keeps all the rights absolutely reserved in this matter.

**Note-** The below mentioned rating system will be considered for awarding scores during Technical Evaluation.

Note: Financials of the bidding company will be considered for determining the eligibility as per terms of RFP. minimum sales turnover of the firm should be Rs. 07 Crores in each of the last Five FY ending 2023-24.

The Bidder should enclose proof in support of all Pre-Qualification Eligibility Criteria while submitting the Bid Proposals. Bidders not meeting the eligibility criteria and not submitting proof of the same will not be considered for further Technical Evaluation and the Bid may be considered as technically non-responsive. Bank will not entertain any correspondence on this issue and Bank's decision will be final.

**Technical Evaluation of Bidder for DTNSM (1+1) – Maximum 35 marks**

Sr No	Parameter	Maximum Marks	Marks Awarded	
A	Number of Note Sorting Machines supplied as on <b>30.09.2024</b> . (Minimum 2500 units of the model offered in last 5 years with year ending 30.09.2024 i.e. of the same OEM to Public Sector Banks/Scheduled Commercial Banks in India / Reserve Bank of India (RBI)	05		
	<b>No of NSMs' sold</b>			<b>Marks</b>
	≥5000 NSM			05
	≥ 3000 NSM			03
	≥ 2500 NSM			02
	In case the bidder is an OEM or a fully owned subsidiary of the OEM and wishes to participate directly the supplies made by its authorised distributor			



	in the past 3 years ending 30.09.2024 to Public Sector Banks/Scheduled Commercial Banks and Reserve Bank of India would be considered for fulfilment of this clause.										
B	Number of Note Sorting Machines supplied in a single order as on <b>30.09.2024</b> . (Minimum 250 units of the model offered in one order i.e. of the same OEM to Public Sector Banks/Scheduled Commercial Banks in India / Reserve Bank of India(RBI)	05									
	<table border="1"> <thead> <tr> <th>No of NSMs' sold</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 500 NSM</td> <td>05</td> </tr> <tr> <td>&gt;= 300 NSM</td> <td>03</td> </tr> <tr> <td>&gt;= 250 NSM</td> <td>02</td> </tr> </tbody> </table>			No of NSMs' sold	Marks	>= 500 NSM	05	>= 300 NSM	03	>= 250 NSM	02
	No of NSMs' sold			Marks							
	>= 500 NSM			05							
>= 300 NSM	03										
>= 250 NSM	02										
In case the bidder is an OEM or a fully owned subsidiary of the OEM and wishes to participate directly the supplies made by its authorised distributor in the past 3 years ending 30.09.2024 to Public Sector Banks/Scheduled Commercial Banks and Reserve Bank of India would be considered for fulfilment of this clause.											
C	Annual Turnover from sale of NSMs in each of the last three financial years ending 31.03.2024 (Minimum 7 Crores)	04									
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	No of years			Marks							
	>= 15 Crores			04							
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D	Experience of supplier in sale of NSM's in India as on date of the RFP (Minimum 5 years)	04									
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E	Experience of supplier/OEM in sale of NSM's as on 30.09.2024 (Minimum 2 years)	03									
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>= 2 years	02										
F	Association with Manufacturing Company (OEM)	04									
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	OEM/Subsidiary of OEM			04							
Exclusive Distributor	03										
Non-Exclusive Distributor	02										
G	No. of after sales service locations (Minimum 50 base locations)	05									
	<table border="1"> <thead> <tr> <th>No of Service Locations</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 75 locations (minimum one centre at each state)</td> <td>05</td> </tr> </tbody> </table>			No of Service Locations	Marks	>= 75 locations (minimum one centre at each state)	05				
No of Service Locations	Marks										
>= 75 locations (minimum one centre at each state)	05										



	>= 75 locations but not in all state	04		
	>= 50 locations (minimum one centre at each state)	03		
F	Manufacturing and Production of NSMs & services in India under Make in India Initiative		05	
	<b>No of years</b>	<b>Marks</b>		
	Make in India	05		
	Others	00		
	TOTAL MARKS		35	

The bidder should score a minimum of 60% i.e. 21 out of a total of 35 marks to qualify through the technical evaluation process. All successful bidders would be invited for the Stress Test of the offered Note sorting machine. Bidders would be required to submit documentary evidence against each category of above-mentioned criteria.

**SELF- COMPLIANCE CERTIFICATE (TO BE GIVEN BY THE VENDOR)**

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

Place:

Signature

Date:

Name:

**7. Submission of Bids:** Bidders may submit /quote for NSMs 1+1 pocket NSMs

Bidders satisfying the eligibility criteria (mentioned in Annexure - III) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work, may submit their bid as mentioned below on or before the time line stipulated in the Important Dates.

The tender document should be submitted through GeM portal includes Offer Letter with EMD & application fee, properly signed and clearly marked / super scribed as the case may be. RFP documents required to be submitted online, as RFP is floated through GeM portal

For submission of Tender fee and EMD, bidder may submit through physical mode on or before the 07.02.2025 upto 15:00 hrs and The name and address of the bidder shall necessarily be written on all the covers. In such case, Tender fee and EMD in sealed covers should be addressed and delivered to The General Manager (Operations), Bank of Baroda, Department of Currency Chest and Cash Management, Baroda Bhawan, Alkapuri, 7th floor, Head Office, Baroda, PIN – 390 007 by 15:00 hrs on 07.02.2025. Late submission shall not be entertained. Bidders may remain present online during the opening process. Financial Bids shall be opened on a later date, of only those, whose Technical Bid is accepted. A separate intimation for opening of Financial Bids would be sent to the technically successful bidders.

All pages of the Tender Document including attachments will bear seal and signature of the authorized signatory.

**8. Documents to be submitted with bids:**

Documents required in Technical Bid:

- (8.1) This Tender Document.
- (8.2) DD towards the cost of tender document, downloaded from website or online fee receipt.
- (8.3) DD/Irrevocable Bank Guarantee in lieu of DD towards EMD or online fee receipt.
- (8.4) Supporting documents in respect of pre-qualification criteria as mentioned in the tender documents.
- (8.5) Any other document indicating the features of the product such as user manual, technical specifications sheets etc.
- (8.6) Latest details regarding the service network throughout the country.
- (8.7) Authorization letter.
- (8.8) Last three years (2021-22, 2022-23 and 2023-24) audited balance sheets and Profit & Loss A/c statement & last 5 years Net worth duly certified by CA.
- (8.9) Proof that machine of the same model is in use for the last one year as per minimum qualification criteria.
- (8.10) Stamp undertaking about maintaining the machines at least for Five Years after warranty period of one years.
- (8.11) Bidders should quote for only time tested make & model which is in use for the last one year as per minimum qualification criteria.
- (8.12) Manufactures Authorization Form (MAF) signed by authorized person of the bidder.
- (8.13) List of area wise service center and the proof.
- (8.14) Incomplete bid due to any reason is liable to be rejected. It may be noted that if the Technical bid submitted are more than 1 then all will be termed as rejected.
- (8.15) The OEM/Agents should submit the copy of supply order from the users as a part of Installation with satisfactory Installation report.
- (8.16) Make in India reference.

**9. Pre-bid meeting:**

Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams)/offline on 23.01.2025 at 11.00 hrs. to clarify doubts or queries if any, of the bidders.

Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting





The bidders shall give in writing the points on which clarifications are required by them, sufficiently in advance. Clarifications/ details furnished by the Bank in writing alone shall be binding and shall form part of the tender document.

Clarifications are to be requested by prospective bidders in the following format in word document in softcopy through e-mail [currencychest.ho@bankofbaroda.com](mailto:currencychest.ho@bankofbaroda.com) and the hardcopy through the courier/hand delivery, at least 3 days before the date of pre-bid meeting.

Sl. No	Page No.	Point No.	RFP Clause /Heading	RFP Term/ Details	Bidders Request for following Clarifications
1					

Changes if any made in the tender conditions, consequent to the pre-bid meeting will be informed to the bidders participated in the pre-bid meeting besides uploading the corrigendum in Bank's website. However, newspaper advertisement notifying the corrigendum will not be published. Hence the Bidders/Vendors shall visit/see the Bank's website for changes made, if any, in the tender document consequent to Pre-bid meeting.

**10. Bid Opening and preliminary scrutiny:**

The technical bid will be opened at 15:30 hrs on 07.02.2025 at Bank of Baroda, Head Office, Baroda Bhawan, Alkapuri, Baroda through GeM Portal online. Clarification/additional documents, if required during the Bid process shall be informed through GeM portal. Bidders are requested to check their application/bidder request through GeM portal. The price bids of the technically qualified bidders whose machines are found acceptable will be opened in the presence of the tender opening committee and the date of opening of commercial bids will be informed to the technically qualified bidders. Final bid will be through Government e Marketplace (GeM) portal reverse auction process and detailed rules and procedure will be advised to eligible bidders in due course.

**No offer can be modified or withdrawn by a Bidder after submission of Bid/s.**

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP and subsequent clarifications, whether technical specifications as required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per this RFP requirements. Pre-Qualification Criteria, Technical Bid submitted by the Bidder will be evaluated based on the terms and conditions of the RFP and subsequent clarifications, if any.

The Bank may reject any proposal not containing all the requirements called for in various Annexures. Technical Bid must contain required/ relevant information on all the items including optional items, if any, without fail.

Bank has the right not to entertain any correspondence on any matter relating to this RFP like Technical responsiveness/ non-responsiveness of the Bidders etc. Bank's decision shall be final in that regard.

### **11. Bid Validity:**

Three year from the date of opening of price bid. The tenders/offers submitted by the vendors including the rates quoted by them shall remain valid during the period of tender validity. The Bank however reserves the right to call the fresh quotes from other bidders at any time during the above period, if considered Necessary.

### **12. Bid Currency and Prices:**

The offer must be in Indian Rupees only and the price and taxes shall be firm and binding without any escalation whatsoever. However, AMC charges shall be quoted exclusive of GST. GST on AMC will be paid separately at the prevailing rate during the period of AMC. GST Tax, octroi will be payable on actual on production of documentary evidence of payment, wherever applicable.

The vendor should clearly provide the goods/ cost component on which GST will be applicable and the service component on which Service Tax will be applicable. GST will not be payable for the same amount/ component.

### **13. Cost of Bidding:**

The bidder shall bear all the costs associated with the preparation and submission of its bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

14. Bidders shall submit fully completed bids in respect of all relevant particulars with complete details. Incomplete bids are liable to be rejected.
15. A soft copy of the Bid on a CD/Pen drive/Flash drive should also be provided.
16. Latest details regarding the service network throughout the country should be furnished along with the technical bid in terms of:
  - Status of vendor's office, whether own or franchisee, etc.
  - No. of persons / engineers working at the office
  - No. of systems, sites being handled at present by the office
  - Names of contact persons, addresses and telephone nos.
17. In case of Vendor acting on behalf of principal manufacturer, details of the principal manufacturer entity, its background and the particulars of agency arrangement is to be furnished and service to be provided directly by vendor.
18. If the Bidder is not the manufacturer or producer, the Bidder should produce a certificate as per the format (Manufacturer's Authorisation form enclosed) that they have been duly authorized by the goods' manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or authorised distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main vendor/s should be enclosed along with the technical bid. Proposals received without the authorisation letter/s will summarily be rejected. However, the bidder should



confirm that they have a national presence to extend support for the systems supplied and also submit a list of such service support centers.

## 19. Evaluation of Tender:

- The tenders received within the due date and time only will be considered for evaluation.
- The Technical bids shall be opened through GeM Portal and the qualifications of the bidders will be evaluated to ensure meeting the minimum pre-qualification criteria.
- Technical bids of the bidders who satisfy the prequalification criteria will be evaluated for compliance of other terms and conditions and also compliance of the machine/model offered to the technical specifications. The bidders, whose Technical bids are found to be in order in all respects, will be advised to give a demonstration of the model of the Note Sorting Machine (in presence of Bank Officials and representative of vendors) offered to explain the various features listed in the Technical Bid. The note sorting machine must be able to sort the notes as per Authenticity & Sorting parameters prescribed by Reserve Bank of India vide Master Direction No. RBI/2022-23/79 DCM(NPD)No. S488/18.0014/2022-23 dated July 1, 2022. **NSM model must also be in compliance with Note Sorting Machines: Standard issued by the Bureau of Indian Standards as advised vide RBI vide circular No. RBI/2024-2025/86 DCM (NPD) No. S2193/09.45.000/2024-25 dated October 30, 2024.** NSM model shall also be subjected to the following tests:
  - i. Speed test to check the machine's speed;
  - ii. Authenticity check with reference to the features of genuine notes as disclosed by the RBI to sort suspect notes;
  - iii. Fitness sorting with reference to the fitness parameters laid down by RBI;
  - iv. Consistency test to check the consistency of the machine's performance;
  - v. Stress test to check the suitability of the machine to work continuously for long hours.
  - vi. Test for sorting notes issued prior 2005.
- The bidder has to make available the machine for conducting these tests for which no payment will be made. These tests shall be conducted at Baroda at a specified Place by the Bank at a specified time in the presence of bidder's representative, Bank's officials and Consultants if any appointed for conducting the tests.
- The bidder shall handover the NSM offered to be tested in a standard condition. Once the NSM has been handed over for test, the representative of the bidder shall not be allowed to touch the machines in any manner over the entire period of testing.
- The testing is likely to be continued for minimum 40 hours of operating time spread over 5-7 working days.
- The detailed procedure for conducting these tests is given elsewhere in this document. Based on the test results, the bank will shortlist machines which are considered to be suitable. The decision of the Bank regarding suitability of a machine shall be final and binding on the bidder.



- The price bids of only the successfully qualified vendors whose Technical bids and machines are found acceptable will be opened subsequently on the date that will be conveyed to them.
- Final bid will be through Government e Marketplace (GeM) portal reverse auction process and detailed rules and procedure will be advised to eligible bidders in due course.
- The L1, L2 and L3 will be determined on the basis of lowest price (Cost of machine + AMC charges for 4 years). L2 and L3 bidders will be given option to match L1 unconditionally. The orders may be split at the sole discretion of the Bank between L1, L2 and L3 in the ratio of 50%, 30% and 20% respectively. In case the L2/L3 bidder does not / cannot match the L1 bidder, under the RFP there shall be an option to make an offer and negotiate with the L4 bidder and so on and so forth.

**Any incomplete or ambiguous representation/quotes will disqualify the offer.**

## **20. Notification of Award**

Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidders in writing or by e-mail that their Bids have been accepted.

Upon notification of award to successful bidders Bank will promptly notify each unsuccessful Bidder and will discharge their Bid security.

After identification of the Bidders, the Bank will follow its internal procedure for necessary approvals and thereafter proceed with placing of letter of intent to the Bidders.

21. During the technical evaluation, Bank reserves the right for seeking clarifications / additional information /details from the responsive vendors. However, clarification/information from the vendors without the Bank seeking for the same during the process will not be entertained.
22. No change whatsoever will be permitted in the technical bid after opening the same.
23. The Bank reserves the right to check each machine, before delivery to the specified locations, through an independent Agency for compliance of stipulated parameters.
24. The applicable TDS as per Government guidelines will be deducted from the bill, before releasing the payment.
25. The Technical Bid submitted in response to this tender and written clarifications submitted consequent to pre-bid meetings, if any, till the date of acceptance of bid shall form part of the contract document. The successful bidder, on acceptance of his/her bid by the Bank, shall, within 15 days from the date of intimation of



acceptance, sign an Agreement with the Bank on required stamp paper in the format available as per Annexure I in the tender document and in case of failing to execute the SLA with the Bank within the stipulated period, the Bank shall forfeit the EMD of the bidder.

26. Canvassing in connection with tenders is strictly prohibited.

27. Bank reserves the right to cancel this invitation to offer in part or full and also the entire procurement process at any stage without assigning any reason. No claims whatsoever shall be entertained on this account.

28. All the pages of tender document shall be sealed (stamped) and signed by Authorized signatory as token of having read the entire tender document and understood the instructions, terms & conditions etc. No changes whatsoever be permitted in the tender document and the tender submitted by the bidder shall be strictly as per Bank's format.

29. The Bidder shall indemnify, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the Bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder and the Bidder also indemnifies the Bank for the same in respect of the hardware and software supplied by him by executing an instrument to the effect on a Non-Judicial stamp paper that Bank may sustain on account of violation of patent, trademarks etc. by the Bidders.

30. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of Courts of Law in the place of the Head Quarter (Baroda, Gujarat) of the Bank only.

### **31. Prevention of Corrupt and Fraudulent Practices:**

- a) As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure 16 of this RFP.
- b) 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:
  - ▶ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
  - ▶ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

- c) 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.
- d) 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

GENERAL MANAGER  
(OPS & SER)  
HEAD OFFICE  
BARODA



### **GENERAL TERMS & CONDITIONS:**

1. **INTERPRETATION** : In construing these conditions, the specifications, and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires;
  - i) “Bank”: The term shall denote Bank of Baroda and any of its employees/ representative authorized on its behalf.
  - ii) “Purchaser”: The term shall denote the Bank, placing the letter of intent, and any of its employees/ representative authorized on its behalf.
  - iii) “Tenderer”/ “Bidder”/ “Supplier”/ “Vendor” : The term shall mean \_\_\_\_\_ (Name & address of the tenderer) and their heirs, legal representatives, assigns and successors.
  - iv) “Supply”/ “Work” shall mean the work or works to be done under this contract, as detailed in the Scope of Work.
  - v) “Machine” shall mean the Desktop Note Sorting Machines, including all accessories such as printer, voltage stabilizer etc, to be supplied under this contract.
2. **SCOPE OF WORK**: The work is supply, installation, training, commissioning and maintenance of Desktop Note Sorting Machines as detailed elsewhere, with comprehensive warranty of 1 years and comprehensive maintenance for a further period of 4 years. The machines are to be supplied to various branches/CPCs/Currency Chests of the Bank in various locations in India. The scope also includes supplying of accessories as specified and training of Bank’s staff in operation of the machines.
3. **EARNEST MONEY DEPOSIT (EMD)**: The tenderer will have to deposit earnest money to the extent and in the form detailed in the Notice Inviting Tender and General Information and Instructions to the Bidders. If a Tenderer withdraws or unilaterally modifies its tender during the period of Tender validity, or in case a successful bidder fails to accept Letter of Intent (LOI), provide Performance Guarantee and sign the agreement within the time allowed, the Earnest Money Deposit will be forfeited / Bank Guarantee will be invoked.

EMD of successful tenderer will be refunded only after successful supply of the first order placed to the successful bidder. No interest shall be allowed on the Earnest Money. EMD of unsuccessful tenderers will be refunded on finalization of the tender or after expiry of the validity of the offer.

The EMD may be forfeited:

- i. If a Bidder withdraws its Bid during the period of Bid validity; or
- ii. In case of a successful Bidder, if the Bidder fails:
  - (a) To accept LOI and enter into SLA with the bank to stipulated time to comply with any of the terms & conditions of RFP.
  - (b) To furnish Performance Guarantee valid for 42 months (6 months beyond the completion of warranty period) within the stipulated time



#### **4. PERFORMANCE GUARANTEE:**

The Performance Guarantee shall be 10% (Ten percent) of the contract value, excluding the AMC charges in the form of a Bank Guarantee as per approved format (enclosed as Annexure III) from a Scheduled Commercial Bank (other than Bank of Baroda). On satisfactory completion of the Warranty period and submission of Bank Guarantee for AMC, this Performance Guarantee shall be discharged and returned to the bidder.

#### **5. PRICE**

- i) The price of Desktop Note Sorting Machine shall include the cost of printer. The bidder shall indicate if voltage stabilizer is in-built or is to be provided as additional accessory. In case additional accessory is required, it shall be bear by the Tenderer.
- ii) The prices quoted shall be deemed to include all taxes and duties, local levies in the country of origin and shipment, packing, freight from the factory to the destination site, insurance, handling, clearing charges etc. and all taxes and duties in India (except GST and Octroi/ Entry tax, if any), installation and commissioning. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards.

GST, octroi will be payable on actual basis on production of documentary evidence of payment, wherever applicable.

The vendor should clearly provide the goods/ cost component on which GST will be applicable and the service component on which GST will be applicable. GST will not be payable for the same amount/ component

- iii) The prices are inclusive of One year comprehensive warranty i.e. 12 Months from the date of installation and successful commissioning of equipment at the respective branch / offices/currency chests/CPCs.
- iv) Price is not subject to fluctuation of the value of rupee against foreign currencies or for any other reason(s). The price shall remain firm throughout the period of this contract.
- v) In case there is a change in the Government norms, taxes etc before installation or presentation of invoices on the Bank, whichever is later, the same shall be borne by the supplier.
- vi) Price quoted shall remain firm for acceptance during the validity period stated in the General Information and Instructions to Bidders.
- vii) Fall Clause:

If the selected Bidder reduces its price or sells or offers to sell the rate contracted goods under similar items and conditions as in the rate contract, at a price lower than the rate contracted price to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced for all subsequent supplies under the rate contract, with effect from the date from which such offer or sale was made to the outsider and the rate contract will be amended accordingly





## 6. DELIVERY, LIQUIDATED DAMAGES

- i) The Bank shall issue a Letter of Intent (LOI) to the successful bidder. The Bidder shall give an unconditional letter of acceptance of LOI, provide Performance Guarantee and enter into Service Level Agreement with the Bank as per the format (enclosed as Annexure - I) within 15 days of the date of letter of intent failing which the Bank reserves the right to invoke the DD/BG towards the Earnest Money Deposit and cancel the purchase contract. Firm purchase order will be placed by the Bank, only after the successful bidder signs the Agreement.
- ii) Time is the essence of this contract. The supply of all the machines and all accessories such as printer etc shall be completed within the stipulated period of 45 days from the date of order.
- iii) In case the supplier fails to supply the machine/accessories within the above delivery period, the Bank shall be at liberty to cancel the order for the undelivered machines if any, besides de-listing the supplier from the vendors list and also denying any future entrustment by the Bank.
- iv) If the supplier fails to deliver the machines as above and in the event of such cancellation, the Performance Guarantee of the supplier shall stand forfeited and the supplier shall not be entitled to any compensation but the supplier shall continue to carry out all his obligations under this contract, including warranty and AMC, in respect of the machines that may have already been supplied and commissioned before cancellation.
- v) The Bank, at its sole discretion, if decides to accept the delayed supply of any machine(s), liquidated damages @ 1.0% of cost of the machine will be charged per week or part thereof, subject to a maximum of 10% of the cost of the machine for each machine which is delayed. The amount of damages so calculated shall be deducted at the time of making any payment after successful installation and commissioning of the machine and the cost of transportation and other cost there on shall be borne by the supplier.
- vi) During the validity of the Contract (CAMC) the supplier should ensure that replacement of any spare parts, consumables and components at its own cost. However, consumables materials such as printer paper roll & ribbon are not covered by this agreement.
- vii) The decision of the Bank in regard to cancellation of the Purchase Order, levy of liquidated damages and forfeiting the Performance Guarantee shall be final.
- viii) The machines shall be installed and commissioned within three days of delivery at Branch/Currency Chest/CPC. Various parameters set out by the Bank and duly committed by the supplier, while participating in the tender process, shall be demonstrated after installation at each of the location. In case the machine does not function properly during the installation / demonstration, the same shall be immediately replaced with a new machine.
- ix) In case of delivery of machines to States where Road Permit is required for transportation of goods, it is the responsibility of supplier to procure the same by making all arrangements required well in advance. However, Bank will provide any letter, if required by the vendors for getting the permits. The Bank shall not be responsible for any delay on this account. However, the Bank may consider, in



exceptional circumstances and purely at its sole discretion, granting additional time for completion of supply, if it is satisfied that the delay was on account of delay in Issuing road permits by the concerned authorities and not on account of any delay or lapse on the part of the supplier. No correspondence shall be entertained from the bidders.

## **7. INSTALLATION**

- i) The supplier shall arrange at its cost for the transportation and delivery of the machines and accessories to the Bank's Branches/CPCs/Currency Chests situated at various locations in India and shall install and commission them at site and conduct such stress tests as per the requirement of the Bank, as mentioned in this document.
- ii) Installation and commissioning of the machine to the satisfaction of the Bank is the responsibility of the Vendor.
- iii) Any damage to existing structure, fixtures or fittings during the installation shall be made good by the supplier at his own cost.

## **8. SUB – CONTRACTING**

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

## **9. SERVICE LEVEL AGREEMENT**

- 9.1 The service provider shall be required to enter into a Service Level Agreement with bank, based on terms and conditions mentioned in the tender document within 15 days of issuance of order.
- 9.2 The successful bidder shall execute a Service Level Agreement (SLA), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA & provide the same along with acceptance of Work Order.
- 9.3 All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

## **10. WARRANTY**

- i) The machines shall be under supplier's comprehensive (i.e. all inclusive) warranty for a period of 01 (One) year from the date of satisfactory installation and commissioning. During this period, the supplier shall ensure that the machines shall at all-time be kept in efficient and satisfactory running condition by undertaking appropriate preventive maintenance at monthly intervals and monitoring the performance of the machines.



- ii) During the warranty period the supplier shall, at his own cost, replace any defective parts, rectify/remove any defects in material components, workmanship and functioning that may occur under normal use and provide consumables (I.e. Belts, Roller, Wheel etc., including spares) free of cost to the Bank.
- iii) Any malfunctioning or breakdown of the machine or shortfall in its performance will be intimated to the supplier by the Bank and supplier shall attend to the fault and rectify the same most expeditiously.
- iv) If the machine cannot be made serviceable either by repair or by replacement and put back the system into regular operation within 2 days in metros & urban, 3 days in semi-urban, 5 days in rural and 7 days in island branches, on account of any breakdown due to machine failures/repairs/settings, a similar stand-by machine in good working condition shall be provided at the cost of the vendor failing which a penalty at the rate of ` 2,000/- (Rupees Two thousand only) per day for the first 10 days and ` 5,000/- (Rupees Five Thousand only) per day beyond 10 days for the DTNSM will be imposed and deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.
- v) If the preventive maintenance is not attended, as stipulated under clause (i) above, proportionate charges, based on the AMC amount for first year after the warranty period of 04 years quoted by the supplier, will be deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.
- vi) Engaging services of any third party (including supplier's subsidiaries, associates, sister concerns etc) by the supplier for providing maintenance support will not be accepted. The Engineers/technicians of the Supplier alone shall carry out monthly preventive check-up and maintenance.
- vii) The company should have sufficient number of factory trained service engineers, service support centres and adequate stock of spares and consumables at various locations in India to attend to the maintenance and preventive check-up of the machines within the stipulated time period.
- viii) The spares and accessories should be available at different service centers.

## **11. ANNUAL MAINTENANCE CONTRACT (AMC)**

- (i) The supplier shall quote his rates for Annual Maintenance Contract (AMC) for Four years after the expiry of the warranty period of One year. The AMC will cover the entire machine and accessories, inclusive of the consumables/spares.
- (ii) The supplier shall sign a separate Annual Maintenance Contract with the Bank (before the expiry of warranty period), in the format attached (Annexure IV), for a period of 04 years for satisfactory comprehensive maintenance of the machines and shall provide a Bank Guarantee equivalent to 8% of the total cost of machines valid for a period of 54 months, which shall be returned after the AMC period is over. Failure of signing the AMC contract before expiry of warranty period vendor will not eligible for claim of AMC charges for intervening period and Bank has full Discretion go for other option for maintenance of NSMs.



- (iii) The AMC charges shall be payable by the Bank on half yearly basis at the end of the period subject to Tax Deduction at Sources(TDS) as per relevant provisions of law for time being in force..
- (iv) During the AMC period, the supplier shall provide all services including quarterly preventive checks and attending to complaints, repairing/replacing parts, providing stand-by machines etc as required during Warranty period.
- (v) During AMC period, failure to expeditiously attend to the complaints or preventive maintenance will attract the same penalty as specified for the Warranty period.
- (vi) During the validity of the CAMC the supplier should ensure that replacement of any spare parts, consumables and components at its own cost. However, consumables materials such as printer paper roll & ribbon are not covered by this agreement.
- (vii) The supplier shall bear the transportation and all other costs in this regard for shifting repairing replacing, and any other expenses.

## **12. PAYMENT**

- (i) The Bank will not pay any advance for supply of the machines. All payments will be made directly by respective Zonal Office or on instructions of Zonal office by the branches/regions to the vendor/s, subject to satisfying the following:
  - The required NSM has been successfully installed.
  - Operational training has been properly imparted to staff.
  - Stress Test of machine as per format given in the RFP has been conducted for 7 days and there is no break-down since last 7 days and machine is working satisfactorily. The report to be duly signed by Branch Head and representative of vendor.
  - The original bills and invoices shall be prepared by the supplier and submitted to the Branch Manager with a copy to Zonal Office and HO, Baroda. The same should be duly receipted by the branch Manager with date of receipt.
  - The payment will be made in a lot minimum 50 NSMs for 1+1 Pocket or as and when confirmation received from the branches/regions/zones

**No payment will be made if any adverse report is received from the Branches/ currency chests.**

- (ii) Various parameters, set out by the Bank and duly committed by the supplier while participating in the tender process, shall be demonstrated after installation at each of the location. If the machine does not stand the test, the order stands automatically cancelled and the supplier shall not be entitled for any payment and the machines shall be taken back at the cost, risk etc. of the supplier. Further in such an event the EMD/Performance Guarantee deposited by the vendor shall be forfeited.
- (iii) The machine should once again undergo a stress test after installation by the supplier for 6 hours each day for a period of 15 working days at the branch. If in order, the Branch Manager will certify that the machine is running satisfactorily and



there is no breakdown since last -15- days. The tenderer shall be required to furnish certificates from the manufacturer besides his own certification as stated in clause IV below. The machine shall be deemed to have been delivered, installed, commissioned and handed over to the specified currency chest / non-currency chest branch only after these three certifications. The payment would not be released if the machine fails to perform satisfactorily for a period of 15 working days from the date of installation and until such time it is rectified / replaced to the satisfaction of the Bank. Vendor should submit the stress test report for 15 days duly signed by both the vendors and the Branch Manager.

- (iv) The Supplier shall furnish a certificate from the manufacturer that the machines are new, based on proven and established technology and are as per the Machine Requirement and Technical Specifications mentioned in the tender, free from defective material and workmanship and suitable for Indian conditions. In addition to the manufacturer's certificate, the above shall also be certified by the supplier.
- (v) The issuance of above certificate by the Branch Manager shall in no way relieve the Supplier from the provisions of clause IV
- (vi) 100% of the Invoice amount will be paid by the Bank within 90 (Ninety) days from the date of submission of the bill , subject to compliance of the following:
  - a. Satisfactory installation and commissioning of the machine and accessories as per the parameters mentioned in the Technical bid, general terms and conditions of the tender.
  - b. Production of the following documents pertaining to the delivery & installation of the machine and accessories in original duly acknowledged by the Bank Official/Officer-in-charge.
  - c. Original (Bidder's) Invoice along with certified copy of Invoice, showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. of the Equipment/s etc.
  - d. Original Delivery Note signed by Consignee or Acknowledgement of receipt of goods from the Consignee with the name of the Official who has received the Goods, designation and mobile number.
  - e. Insurance Certificate
  - f. Manufacturer's/ Bidder's Warranty Certificate.
  - g. Installation Note (including confirmation on satisfactory running of machine, as mentioned in clause iii above) signed by Bank Officers with the name of the Official, designation and mobile number/land line number.
  - h. Certificate as mentioned in clause IV above.
  - i. Submission of performance Bank Guarantee 10% of the invoice amount.**
  - j. Submission of Stress test reports for last -15- days mentioning that there is no breakdown since last -15- days & NSM is working satisfactory.
  - k. Branch certificate that No Payment has been released by the branch.
  - l. Branch's recommendation to release the payment.
  - m. Production of a Certificate issued by the Currency Chest / Branch / Regional Office of the Bank in whose jurisdiction the machine is installed confirming the speed of the machine as 10000 to 15000 Bank notes (through put) for DTNSM of any mix per hour provided by the Bank into the respective stackers as per the set



programme and fitness sorting as per the RBI norms and satisfactory performance of the machine as per the parameters committed by the supplier in the Technical bid and tender terms and conditions.

- n. Compliance with regard to training of Bank's staff as stipulated in Clause 12 below.
- o. Stamped Undertaking of Execution of separate Annual Maintenance Contract as per the format attached (Annexure IV).
- p. In the event of any breach of terms and conditions and/ or failure to service the machine(s) by the supplier as per the terms and conditions, Bank shall have the right to invoke the Performance Bank Guarantee.
- q. Applicable Tax deduction at source (TDS), if any, as per relevant provisions of Finance Act from time to time, will be deducted at the time of releasing the payments. The payments will be released through NEFT / RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC, Code etc.

### **13. DEDUCTION FROM PURCHASE PRICE**

The Supplier shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid or suffered and to the extent to which the Supplier is obliged and responsible under this Contract to do so, within 30 days upon written request of the Bank failing which such costs, charges, damages or expenses including statutory payments, if any, shall be deducted by the Bank from any money due or becoming due to the Supplier under this contract or any other Contract or may be recovered by encashment of Bank Guarantees or by arbitration/action of law or otherwise from the Supplier.

### **14. PENALTY CLAUSE**

- i) The Bank shall issue a Letter of Intent (LOI) to the successful bidder. The Bidder shall give an unconditional letter of acceptance of LOI, provide Performance Guarantee and enter into Service Level Agreement with the Bank as per the format (enclosed as Annexure - I) within 15 days of the date of letter of intent failing which the Bank reserves the right to invoke the DD/BG towards the Earnest Money Deposit and cancel the purchase contract. Firm purchase order will be placed by the Bank, only after the successful bidder signs the Agreement.
- ii) Time is the essence of this contract. The supply of all the machines and all accessories such as printer etc shall be completed within the stipulated period of 45 days from the date of order.
- iii) In case the supplier fails to supply the machine/accessories within the above delivery period, the Bank shall be at liberty to cancel the order for the undelivered machines if any, besides de-listing the supplier from the vendors list and also denying any future entrustment by the Bank.
- iv) If the supplier fails to deliver the machines as above and in the event of such cancellation, the Performance Guarantee of the supplier shall stand forfeited and the supplier shall not be entitled to any compensation but the supplier shall continue to carry out all his obligations under this contract, including warranty and AMC, in

respect of the machines that may have already been supplied and commissioned before cancellation.

- v) The Bank, at its sole discretion, if decides to accept the delayed supply of any machine(s), liquidated damages @ 1.0% of cost of the machine will be charged per week or part thereof, subject to a maximum of 10% of the cost of the machine for each machine which is delayed. The amount of damages so calculated shall be deducted at the time of making any payment after successful installation and commissioning of the machine and the cost of transportation and other cost there on shall be borne by the supplier
- i) If the machine cannot be made serviceable either by repair or by replacement and put back the system into regular operation within 2 days in metros & urban, 3 days in semi-urban, 5 days in rural and 7 days in island branches, on account of any breakdown due to machine failures/repairs/settings, a similar stand-by machine in good working condition shall be provided at the cost of the vendor failing which a penalty at the rate of ` 2,000/- (Rupees Two thousand only) per day for the first 10 days and ` 5,000/- (Rupees Five Thousand only) per day beyond 10 days for the DTNSM will be imposed and deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.
- vi) If the preventive maintenance is not attended, as stipulated under clause (i) above, proportionate charges, based on the AMC amount for first year after the warranty period of 04 years quoted by the supplier, will be deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.
- vii) During AMC period, failure to expeditiously attend to the complaints or preventive maintenance will attract the same penalty as specified for the Warranty period.

## **15. TRAINING**

- The supplier shall associate the site staff during the testing of the machine/s.
- The Supplier shall also train the staff in the proper operation and trouble identifying, troubleshooting and routine maintenance at each and every location.
- On successful installation & Commissioning of the machine, training for at least Three days shall be provided through factory trained Service Engineer upto the Bank's satisfaction.

## **16. INSURANCE AND RISKS**

The insurance shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective branches covering all risks (fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) for a period of 4 months from the date of delivery at the location in addition to the transit period. The cost of insurance shall be borne by the Bidder.



## **17. ENFORCEABILITY**

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of supplier shall be accepted by the supplier without any demur and the Bank shall be at liberty to enforce these conditions/rights.

## **18. TERMINATION**

- (i) The Bank at its option without prejudice to its rights under the Contract, is entitled to terminate the Contract at any time by giving 30 days' written notice to the Contractor in the following circumstance:
- a. in case the Bidder does not comply with any of his obligations/undertakings under this Contract.
  - b. If the design, specifications, functions or performance of the machines supplied by the Bidder do not conform to the approved technical specifications and other requirements specified in this contract or agreed to by the bidder.
  - c. If the Bidder refrains from implementing any of the instructions received from the Bank within the stipulation of this Contract.
  - d. In case of any breach of the terms and conditions of this contract by the supplier.
  - e. In case of any internal decision or regulatory decision, the Bank shall be having right to terminate the contract.
- (ii) If the Supplier becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for its business or any assets thereof, compounded with its Creditors, or being a corporation, commence to be wound up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefit of its Creditors, the Bank shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Supplier or to the Receiver or Liquidator or to any person in whom the Contract may become vested or give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing guarantee for amount to be specified by the Bank.
- (iii) In the event of such termination, the Performance Guarantee submitted by the supplier and the Bank Guarantee for AMC shall stand forfeited and the Bank shall have the right to terminate vendor ship and deny any future empanelment.

## **19. ASSIGNMENT**

The whole of the works (separately for each type of Note Sorting Machines) included in the contract shall be executed by the tenderer and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank.



## **20. INDEMNITY**

The supplier indemnifies to protect Bank against all claims, losses, costs damages, expenses, action, taxes, attorney fees other proceeding resulting due to breach or non compliance of the terms & Condition of the RFP and due to infringement of statutory provisions and patent, trademarks, copyright etc by the Bidder.

## **21. FORCE MAJEURE**

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's 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 beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform it's obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

Notwithstanding the above, the decision of the Bank shall be final and binding on the Bidder.

## **22. UPGRADATION**

The supplier confirms that the machine is adaptable to any new series of currency notes that may be issued by the Reserve Bank of India from time to time with revised security features. The supplier further undertakes to upgrade the software of machine from time to time, at no extra cost, to facilitate proper sorting of currency notes and detection of forged/counterfeit notes including any new currency notes that may be issued or any new security features that may be introduced by the Reserve Bank of India or any series of notes withdrawn by RBI.

## **23. INSPECTION**

The Bank reserves the right to get the machines and accessories inspected by its own technical personnel and / or by any other organization / persons engaged for the purpose and the supplier shall have no objection and shall cooperate and provide necessary details/information required for such inspection.



#### **24. SETTLEMENT OF DISPUTES**

- (i) Should any dispute or difference of any kind whatsoever arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- (ii) If after 30 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.
- (iii) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- (iv) Arbitration proceedings shall be held at the place of the Head Quarters of the Bank and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (v) In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by the Bank. Arbitration will be carried out at Bank's office that placed the order. The Provisions of Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceeding.
- (vi) Notwithstanding any reference to arbitration herein,
  - a. The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
  - b. The purchaser shall pay the supplier any monies due to the supplier unless the dispute is relating to such payment.

#### **25. WAIVER**

Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original intent.

#### **26. STATUTORY AND OTHER REGULATIONS**

The Supplier shall comply with all the statutory obligations of the Government of India / State Governments and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-compliance of statutory obligations by the Supplier. In case the bank suffers any loss due to non-compliance of statutory provisions by the Bidder than the bidder shall be liable to

make the payment to bank for such losses and failing on the part of bidder the bank shall have the right to invoke the BG to make the loss good.

## **27. APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in the place of the Head Quarters of the Bank i.e at Baroda, Gujarat.

## **28. JURISDICTION**

Any dispute arising out of any agreement made in furtherance of this RFP shall be subject to the jurisdiction of the Courts situated in in the place of location of the the Head Quarters of the Bank i.e at Baroda, Gujarat.

## **29. LIABILITY OF THE SUCCESSFUL BIDDER**

Bank shall hold the Successful Bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings arising out of non-fulfillment of any obligations under the Contract and such liability of the Successful Bidder will be restricted to the actual amount of the Contract.

Successful Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Successful Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, subcontractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender. However, the Successful Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

## **30. NEGLIGENCE**

In connection with the work or contravenes the provisions of General Terms, if the Successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the Successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the Successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the Successful Bidder. In such case the bank shall invoke the BG with right to claim for unrealized Loss.

## **31. DRAWINGS**

1. The supplier shall supply all necessary drawings and documents to the Bank's currency chest branches / non-currency chest branches without any additional cost. These drawings and documents shall be in English.
2. The drawings and documents to be furnished shall be as follows:
  - a) All general arrangement and installation drawings inclusive of installation instructions.
  - b) Electrical schematic drawings indicating consumption points.
  - c) Two sets of operation and maintenance instructions/ manuals/ catalogues and two sets of descriptive literature giving, Control / safety circuit diagrams with various



set parameters duly marked, wherever applicable shall be supplied along with the machine.

32. The Bank reserves the right to cancel the bid without assigning any reasons.
33. The Vendors shall inform the Bank in case of Transfer of Ownership of the Company.

**34. RATES TO BE IN FIGURES AND WORDS**

The Tenderer should quote in English both in figures as well as in words the rates and amount tendered by him in the schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

**35. VALIDITY PERIOD OF OFFER**

The rate approved will be valid for the period of three year from the date of rate approved which may be extended up to two years subject to annual review. The Bank however, reserves the right to call for fresh quotes from other bidders at any time during the above period, if considered necessary.

**36. INDEPENDENT EXTERNAL MONITOR**

- a) The BOB has appointed Independent External Monitors (hereunder referred to as monitors) for this pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: [umeshkumar84@rediffmail.com](mailto:umeshkumar84@rediffmail.com)) and Dr. Sandeep Tripathi (email id: [sandeeptrip.ifs@gmail.com](mailto: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.
- b) 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/Contractors as confidential.
- c) The Bidder(s) / Contractor(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/ Contractor. The bidder/ Contractor 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.
- d) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(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.



- e) 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.
  - f) 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.
  - g) 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.
  - h) 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.
  - i) The word 'Monitor' would include both singular and plural.
- .....



**32. Tender offer (On Company's Letter Head)**

To

**The General Manager  
(Operations & Services)  
Bank of Baroda  
Head Office  
Baroda**

**Dear Sir,**

Re: T E N D E R - O F F E R

We have read and examined the tender document for Desktop Note Sorting Machines. We hereby tender for the execution of the work specified by the Bank within the time to be specified at the rates to be finalized in this bidding process, in accordance with the Technical Specifications, and instructions in writing referred to in the General Rules and Instructions, and in all respects and in accordance with, such conditions so far as applicable for the following types of Note Sorting Machines:

**a) -5,000- Nos. of Desktop Note Sorting Machines (1+1 pockets)\***

We agree to keep the tender open for 1 year from the date of opening of price bid. The tenders / offers submitted by the vendors including the rates quoted by them shall remain valid during the period of tender validity. The Bank however reserves the right to call the fresh quotes from other bidders at any time during the above period, if considered Necessary.

A sum of Rs. \_\_\_\_\_ (Rupees only) by way of Demand Draft issued by .....  
(Name of the issuing Bank) bearing no ..... and date ..... is hereby enclosed as Cost of Tender document.

We enclose, as Earnest Money Deposit, the following \*Demand Drafts/  
\*Bank

Guarantees issued by ..... (Name of the  
issuing Bank):

\*DD/BG No.....dated.....for Rs. 1.00 Crores for Desktop Note Sorting  
Machines (1+1 pockets).

\*(strikeout whichever is not applicable)

In the event of our withdrawing, or unilaterally modifying, this offer during the period of Tender validity or failure to accept Letter of Intent (LOI) within -7- days of its issue, or failure to furnish Performance Guarantee or to sign the agreement when called upon to do so, we agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.

We hereby declare that we shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to

Whom we are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State / the Bank.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and contract execution if we are awarded the contract, are listed below:

Name and address of agent Amount & Currency ... Purpose of commission or gratuity

(If none, state none)

We are aware that tender will be evaluated separately for each type of NSMs and that the Bank may place the purchase order with successful bidder for a particular quantity of NSM.

We fully understand that you are not bound to accept the tender merely for the reason that the same is the lowest.

Shri \_\_\_\_\_, authorized representative of the Company, is the person authorized to negotiate commercial, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

We agree that until a formal agreement on requisite value stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

**Dated:**

**Signature of Contractor/Bidder/Vendor**

**Witness, Name & address:**

**Full Postal Address including 1). Pin Code No. 2). Telephone No & Mobile No:**



### 33. TECHNICAL SPECIFICATIONS

#### DESKTOP NOTE SORTING MACHINE (DTNSM 1+1 POCKETS)

The machines shall perform authenticity check with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time. Any note which is not found to be having all the features of a genuine note shall be classified by the machine as suspect.

**As per the new directives, RBI advised that with effective from May 1st, 2025, banks should deploy only such NSM models must conform to the Indian Standards and are duly certified by BIS as mentioned in circular issued by RBI pertaining to Note Sorting Machines Refer No. RBI/2024-2025/86 DCM (NPD) No.S2193/09.45.000/2024-25 dated 30.10.2024.** The NSM to be provided by vendor/service provider shall comply with the mentioned guidelines strictly.

Notes can only be recycled / reissued if they are evaluated as genuine and fit according to the parameters laid down by RBI (see Guidelines on Note Authentication and Fitness Sorting Parameters attached). Authenticity check is a prerequisite for fitness sorting. Fitness sorting can be done only in case of genuine notes. The machines shall be able to identify and separate suspected counterfeits and notes which are unfit for circulation in terms of these standards in a reliable and consistent fashion.

A fit note is a note that is genuine, sufficiently clean to allow its denomination to be readily ascertained and thus suitable for recycling. An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. All the fitness parameters laid down by RBI are to be evaluated individually. A note must pass all the fitness parameters to be considered fit for recycling.

If the machine offered by the bidder meets with the following specifications and requirements, the bidder's response to be given as "YES", otherwise the exact specification should be given

Sl. No.	Details	Remarks by Bidder
1	Model number of machine	
2	Model- Desktop - Ergonomic design, sturdy, capable of working in dusty, hot and humid conditions in India	
3	Number of Stackers with capacity - One or more with <b>Minimum 200 notes capacity</b>	
4	Number of Reject Stackers with capacity - One or more with <b>Minimum 100 notes capacity</b>	





5	Minimum Processing Speed - 800 Notes/min in authentication and fitness sorting mode. Machine programmable for diverse sorting parameters		
6	Feeding Capacity - Minimum 500 Notes with Assisted Feed mechanism		
7	Machine should work on any orientation of the notes		
8	First Note recognition		
9	Denomination sorting		
10	Orientation sorting		
11	Facing sorting		
12	Machine must detect and sort suspect Notes		
13	Fitness sorting: The machines shall perform the following fitness sorting functions as per criteria and standards laid down in RBI Guidelines on Note Authentication and Fitness Sorting Parameters:		
	A	Soiling	
	B	Limpness	
	C	Dog-Ears	
	D	Tears	
	E	Holes	
	F	Stains	
	G	Graffiti	
	H	Crumples/Folds	
	I	Decolouration	
	J	Repair	
	K	Mutilated, Imperfect and Mismatched Notes (To be rejected)	
14	Batching Arrangement		
15	Possibility of up gradation of software as per RBI directive		
16	The technology must be image based with (Dual Contact Image Sensors) for scanning the notes from both sides while processing.		
17	User interface machine should have attached printer, display with function, menu keys, external display for count of notes at no extra cost.		
18	Printer interface facility must be provided free of cost		
19	Power supply requirements and consumption		
20	Voltage Stabilizer - inbuilt or external? (at no extra cost).		



21	The Machine is able to segregate the note issued prior to 2005 and should have software upgradation Facility to make changes.	
22	Machine should have LCD graphic mode Digital display of information with value / Nos. of Notes	
23	Machines should have capability to read and compare both Serial Numbers (Optical Character Reading) of the processed banknotes. It should also have the capability to save the Serial Numbers of processed banknotes.	
24	Warranty (1 year, unconditional)	
25	Machines should have capability to interface with Central Monitoring facility	
26	Details of EMD: DD No.....Date..... Amount..... Bank..... Payable at.....  Or BG No.....Date..... Amount..... Issue Bank.....	



### 34. TESTING OF MACHINES

Technical bids of the bidders who satisfy the prequalification criteria & found in order in all respects, will be advised to give a demonstration of the model of the Note Sorting Machine offered to explain the various features listed in the Technical Bid. The machine will be subject to the following tests:

- Speed test to check the machine's speed;
- Authenticity check with reference to the features of genuine notes as disclosed by the RBI to sort suspect notes;
- Fitness sorting with reference to the fitness parameters laid down by RBI;
- Consistency test to check the consistency of the machine's performance;
- Stress test to check the suitability of the machine to work continuously for long hours.
- Competence of the machine for connecting to Central Server through Bank's network to facilitate monitoring health of the machine. Bidder has to provide required software/Device driver/agent for connecting CMS identified by the Bank.

The bid shall be treated as technically disqualified for any of the following reasons.

- Machine not able to detect counterfeit note as suspect.
- Machine fails to achieve minimum speed as stipulated in RFP.
- Machine should have minimum Feeder/Hooper capacity.
- Machine not able to meet criteria defined for net working for being monitored from a centralized location.
- Machine fails to segregate Note issued prior to 2005.

### 37- Guidelines on Note Authentication and Fitness Sorting Parameters ( Ref: RBI/2022-23/79 DCM(NPD)No. S488/18.0014/2022-23 dated July 1, 2022

#### 1. **Introduction:**

A fit note is a note that is genuine, sufficiently clean to allow its denomination to be readily ascertained and thus suitable for recycling. An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. All the fitness parameters laid down in this document are to be evaluated individually. A note must pass all the fitness parameters to be considered fit for recycling. These parameters provide the minimum standards for cash handling machines used by banks (hereinafter called 'the machines'). Notes can only be recycled / reissued if they are evaluated as genuine and fit according to these parameters. Authenticity check is a prerequisite for fitness sorting. Fitness sorting can be done only in case of genuine notes. The machines shall be able to identify and segregate suspected counterfeits and notes which are unfit for circulation in terms of these standards in a reliable and consistent manner. The Reserve Bank of India phases out certain series of notes from circulation from time to time. These notes, though considered legal tender unless otherwise specified, are unfit for reissue. As and when the Reserve Bank of India decides to phase out a specific series of a specific denomination of notes, the machines shall sort all the phased out notes as unfit, irrespective of their physical condition.



**2. Applicability:**

These parameters are applicable to machines operated by banks, either directly by their staff or indirectly by their agents. These machines can be of any of the following: i. machines which check the authenticity and fitness of notes, i.e. note processing machines / note sorting machines, and ii. machines which check only the authenticity of notes, i.e. note authentication machines and classify the individual notes as either genuine or suspect.

**3. Authenticity Check:** The machines shall perform authenticity check with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time on its website. Any note which is not found to be having all the features of a genuine note shall be classified by the machine as suspect/ reject.

**4. Fitness Sorting** As a part of fitness sorting, notes with any visual or physical defects are to be sorted as unfit as per the criteria set out in Table 1:

**Table 1: Sorting Criteria**

Sl. No.	Feature	Criteria
1	Soiling	General distribution of dirt across the entire note
2	Limpness	Structural deterioration resulting in a marked lack of stiffness
3	Dog-ears	Corner folds
4	Tears	Lengthwise and crosswise cuts
5	Holes	Holes of a specific diameter
6	Stains	Localized concentration of dirt
7	Graffiti	Deliberate graphic alteration of the note
8	Crumples	Multiple random folds
9	Decolouration	Lack of ink on part or whole of the note, e.g. a washed note
10	Folds	Folds reducing the length or width of the note
11	Repair	Note repaired using adhesive tape/ paper/ glue

**i. Soiling**

Soiling refers to the general distribution of dirt across the entire note or in some patterns. It is a measure of the loss of reflectivity from the unprinted areas due to dirt, ageing (yellowing), wear and extraneous markings and includes decoloration due to ageing, excessive folding wear and other wearing. Soiling increases the optical density and decreases the reflectance of the notes. Notes exceeding the soiling levels set out in Table 2 shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for soiling.

**Table 2: Soiling Levels**

Sl. No.	Denomination	Maximum Density Difference	Minimum Reflectance	Filters
1	Rs. 5	0.07	85%	Yellow
2	Rs. 10	0.07	85%	Yellow



3	Rs. 20	0.06	87%	Yellow
4	Rs. 50	0.06	87%	Yellow
5	Rs. 100	0.05	90%	Cyan
6	Rs. 200	0.04	93%	Blue/Green
7	Rs. 500	0.03	95%	Gray
8	Rs. 2000	0.03	95%	Blue/Green

**ii. Limpness**

Limpness relates to structural deterioration or wear resulting in a marked lack of stiffness in the note paper. Notes with a very low stiffness shall be sorted as unfit. Notes with very low stiffness of paper, i.e. with paper which is worn out in circulation or mechanically mutilated shall be sorted out as unfit. Detectors for paper quality shall be adapted to the same level as for soiling.

**iii. Dog-Ears**

Notes with dog-ears with an area of more than 130 mm<sup>2</sup> and a minimum length of the smaller edge greater than 10 mm shall be sorted as unfit. Chipped notes shall also be sorted as unfit.

**iv. Tears**

Notes exhibiting at least one tear at the edge shall be classified as those having tears. Notes with tears larger than those indicated in Table 3 shall be sorted as unfit.

**Table 3: Tears**

Sl. No.	Direction	Width	Length
1	Vertical	4 mm	8 mm
2	Horizontal	4 mm	15 mm
3	Diagonal *	4 mm	18 mm

\* Measured by drawing a straight line from the peak of the tear to the edge of the note where the tear begins (rectangular projection), rather than measuring the length of the tear itself.

**v. Holes**

This refers to notes with at least one visible hole. Notes with holes with area exceeding 8 mm<sup>2</sup> shall be sorted as unfit.

**vi. Stains**

Stains are visible markings which are not part of the feature of a note. Notes shall be detected as unfit if localized - i.e. with limited extension – stain can be recognized on its surface. In case the total area covered by stains exceeds 500 mm<sup>2</sup>, the note shall be sorted as unfit. A note with a single stain covering an area of more than 200 mm<sup>2</sup> shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for stains.

**vii. Graffiti**

Graffiti refers to deliberate graphic alteration of the note with for example, figures or letters. Fitness sorting criteria in case of graffiti shall be the same as those for stains. Both the obverse and the reverse of the note shall be checked for graffiti.

**viii. Crumples/ Folds**

Crumpled / folded notes shall be sorted as unfit if the folds result in reduction of the original note in length or width greater than 5 mm.

**ix. Decoloration**

Notes affected by decolouration shall be sorted as unfit if the ink is partially or wholly missing from its surface. Both the obverse and the reverse of the note shall be checked for decolouration.

**x. Repair**

A repaired note is created by joining parts of the same note together, for example, by using extraneous matter such as tape, paper or glue. Notes with the following types of repairs shall be sorted as unfit:

- Repairs covering an area greater than 100 mm<sup>2</sup>; or
- Thickness of the extraneous matter 50 um or more; or
- Width of the extraneous matter 10 mm or more; or
- Length of the extraneous matter 10 mm or more.

**5. Mutilated, Imperfect and Mismatched Notes**

A mutilated note is note, of which a portion is missing or which is composed of more than two pieces. An imperfect note is a note, which is wholly or partially, obliterated, shrunk, washed, altered or indecipherable but does not include a mutilated note. A mismatched note is a note, which has been formed by joining a half note of any one note to a half note of another note. Such notes shall be classified as unfit.

**38. TEST PROCEDURES**

Machine shall not be disturbed/ tempered during the testing. No mechanic / Service personnel shall be allowed to touch the machine once it has been handed over to the Bank for technical testing.

**Authenticity check**

The machines shall check authenticity of notes with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time.

Test procedure: A known number of suspect notes, which do not have one or more of the features of genuine notes and which are otherwise in good condition, shall be mixed with about 2000 notes fit for circulation and shall be processed. The machine should detect all the suspect notes.

The test should be repeated with at least two other denominations.

### **Speed Test:**

Test procedure: A known number (N), not less than 2000, of used bank notes of a particular denomination containing fit, soiled and reject notes shall be used for testing. The time taken in seconds (T) to process the notes will be noted and speed will be calculated using the formula, Speed (S) in notes per hour =  $10000N/T$ . The test should be repeated with at least two other denominations. The average speed of all denominations shall be taken as the speed of the machine.

### **Consistency test**

The test is carried out to check the consistency of the machine's performance. The notes used for speed test may be used for this test also.

Test procedure: A known number of suspect notes, which do not have one or more of the features of genuine notes and which are otherwise in good condition, shall be mixed with about 2000 notes fit for circulation and shall be processed. The machine should detect all the suspect notes.

Stage 1: The notes are processed through the machine and the number of notes in pocket shall be noted and kept aside. If the number of notes in stacker is less than 100, additional notes shall be processed so that there are at least 100 notes in any stacker.

Stage 2: The notes removed from stacker A are then processed through the machine and the total number of notes in all other output stackers (excluding A) shall be noted and expressed as a per cent of the number processed.

Stage 3: Test in stage 2 is repeated and result noted.

Stage 4: The notes removed from stacker B in Stage 1 are then processed through the machine and the total number of notes in all other output stackers (excluding B) shall be noted and expressed as a per cent of the number processed.

Stage 5: Test in stage 4 is repeated and result noted.

The procedure is repeated with notes removed from all other stackers in stage 1 and with other denominations.

The percentages calculated as above in all the stages shall not be more than 5%.

### **Fitness sorting**

An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. A note must pass all the fitness parameters laid down by RBI to be considered fit for recycling. Notes with any visual or physical defects are to be sorted as unfit as per the criteria set out in Table 1 of the RBI guidelines.

Test procedure: For each of the parameter to be checked, at least 10 notes should be selected in such a way that 5 notes have the defect within the permissible limit and 5 notes have the defect more than the permissible limit. For e.g., to check for holes, 5 notes should have a hole less than  $10 \text{ mm}^2$  and 5 notes should have holes more than  $10 \text{ mm}^2$ . These selected notes should have no other defect except the defect in the parameter to be tested. These selected notes should then be mixed with at least 500 other notes and processed. The machine should correctly sort the 5 notes with defect more than the permissible limit as unfit.

The test should be repeated for other parameters.

### Stress Test

This test is conducted to check the suitability of the machine to work continuously for long hours. The test shall be conducted under conditions similar to those that are available in normal branches and currency chests.

Test procedure: The machine should be put to work continuously for 6 hours daily for 4 consecutive days. The machine may be given rest for 10 minutes after each hour of working. During each hour, the machine should work continuously. Details of stoppages or breakdown, if any, (number of occasions, time, time taken to restart, nature of break down etc) and other defects or abnormal behavior etc noticed during the test should be carefully recorded

### Post Delivery Test:

The Bank reserves the rights to test i.e., both technical and stress test at least one machine out of 100 machines after delivery at site. The selection of the machine for testing shall be random selection at Banks discretion. The cost of such testing and related expenses shall be borne by the Bank. Any failure of the machines to meet the rules, terms and conditions of the tender document in the post-delivery tests either fully or partially, will Empower Bank to reject all the machines supplied to Bank against the purchase order of this tender document. In such events the bidder shall supply new machines on the same rules, terms and conditions of the tender document. Any delay due to such failure will attract Liquidated Damages as stipulated in this tender document and no extension will be permitted

#### NOTE SORTING MACHINES – Stress Test Marking for DTNSM (1+1)

Sr. No.	Parameter	Maximum Marks	Marks Awarded
1	Speed of NSM in Authentication Mode		05
	<b>Minimum Speed</b>	<b>Marks</b>	
	>=1000 notes/min	05	
	>=800 notes/min	04	
2	Speed of NSM in Fitness Sorting Mode		05
	<b>Minimum Speed</b>	<b>Marks</b>	
	>=1000 notes/min	05	
	>=800 notes/min	04	
3	Speed of NSM for Serial Number Reading (Optical Character Reading) of banknotes.		05
	<b>Minimum Speed</b>	<b>Marks</b>	
	>=1000 notes/min	05	
	>=800 notes/min	04	
4	Storage of Serial Numbers of processed banknotes		05
	<b>Connectivity Required</b>	<b>Marks</b>	
	Independent (On Machine)	05	
	PC Connectivity Required	02	
5	Serial Number Reading and Comparison of both Serial Numbers of banknotes.		05





		Function	Marks		
		Reading & Comparison	05		
		Reading	02		
6	<b>Authentication Test:-</b>				
	i)	Counterfeit/Fake Notes to be mixed with 1000 pieces of genuine notes and processed from all 4 orientations i.e. A to D. (100% detection would be required for being eligible for the entire test)	05		
	ii)	Sorting of Mutilated/Composite/Mismatch ((Notes with different Serial Numbers) Notes to be mixed with 1000 pieces of genuine notes and processed from all 4 orientations i.e. A to D.	05		
	iii)	Whether Machine has <b>Dual Contact Image Sensors</b> for scanning of banknotes.	05		
	iv)	Number of notes rejected per 1000 banknotes (ATM FIT). The percentage of notes rejected per 1000 pieces should be less than <b>5%</b> excluding CF and Mutilated Notes) In case more than 5% no marks would be awarded.	05		
	v)	Whether Serial Number Reading, Storage and Comparison of both Serial Numbers is a default function in Authentication and Fitness Sorting Mode.	05		
7	<b>Fitness Sorting Test:-</b>				
	i)	Sorting of Banknotes – ATM FIT/ FIT/ UNFIT etc as per RBI Clean Note Policy. Machine to process 2000 notes for ATM Fit / Fit/ Unfit. Whether Non-Issuable (Soiled), Banknotes of Rs.500 denomination of Mahatma Gandhi (M.G.) Series 1996 / 2000, Pre 2005 Series banknotes of INR 10 to INR 50 etc. go to soiled note pocket automatically.	05		
	ii)	To re-run the notes sorted as ATM Fit/ Fit and UNFIT for INR 100 to INR 2000 and check for consistency. Variation should be less than 5%..	05		
	iii)	Whether machine rejects tape notes to the other pocket in ATM / Fit mode	02		
	iv)	Whether machine rejects non-oriented Notes to other pocket in Fitness Sorting mode.	02		
	v)	Programmable to allow setting and changing limits and tolerance for each denomination in <b>Fitness Sorting Mode.</b>	02		
	vi)	Whether software & hardware can be upgraded as and when new series of notes introduced by RBI.	02		



	vii)	Whether the machine has the capability of rejecting demonetised banknotes i.e. INR 500 & INR 1000 into Reject Pocket while Authentication and Fitness Sorting.		02	
8	<b>Sorting Parameters</b> (whether parameter can be set as per user choice) :-			02	
	i)	Soiling		02	
	ii)	Limpness		02	
	iii)	Dog Ears		02	
	iv)	Tears		02	
	v)	Holes		02	
	vi)	Stains		02	
	vii)	Graffiti		02	
	viii)	Crumples		02	
	ix)	Decoloration		02	
	x)	Folds		02	
	xi)	Repairs		02	
(If NSM fails to sort in any parameter above then no mark will be awarded for that particular parameter)				02	
				02	
9	<b>MIS Reports:</b>			05	
	<b>Whether NSM generate reports (s)</b>	<b>Marks</b>			
	Customer Report	01			
	Operator Report	01			
	Reject Report	01			
	Jam Recovery Report	01			
Machine Report	01				
10	Remote/Central Monitoring of NSM through LAN/WAN.			03	
	<b>Availability</b>	<b>Marks</b>			
	Connectivity and Software	03			
	Connectivity i.e. LAN/WAN	02			

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

**39. DETAILS OF THE BIDDER**

1. Name of the Company :

2. Constitution of the Company :

(Proprietorship / Partnership / Pvt. Ltd. / Public Ltd. and year of establishment)

3. a) Annual turnover from sale of NSMs (Rs. In cr.) Average Turnover for -3- yrs

**2021-2022**

**2022-2023**

**2023-2024**

(Please enclose audited balance sheets and Profit and Loss Statement of the Company for the above 3 years)

b) Net Worth

(-ve of +ve Net Worth as on 31.03.2024)

**2021-2022**

**2022-2023**

**2023-2024**

(please enclose the CA certified copy in the report.)

4. Machines

manufactured:

(Indigenously or imported)

5. Local Address of Factory, where Machines are manufactured, with details of facilities available.

6. In case of imported machines, name and Address of Principal Suppliers (Details of arrangement to be submitted)

7. Whether the machine has been installed in RBI and if yes, the details:

8. Complete details of service network in India viz. Branches/offices, Number of personnel engaged and their cell phone Number.

9. GST Number / PAN / TAN Registration No.: (Enclose photocopies)

10. Details of similar supply made up to the date of submission of Bid: (Give name of Bank, quantity supplied, period of supply, Model. Enclose copies of satisfactory installation certificates.)

11. Details of the **factory trained** qualified engineers with Degree / Diploma :
12. Undertaking as below:
13. Empanelment with any other Bank (Pl. specify):
14. Have your Company and/or Associates have :  
undertaken any work for the Bank of Baroda or its subsidiaries (Pl. specify with details)
15. Have you ever been disqualified or levied penalty by Bank of Baroda or any other Bank :  
in India for non-fulfillment of contractual obligations. If yes, please provide details in brief.
16. Have you ever been put on a holiday list or banned by any Public Sector Unit, if yes, please provide details.

I/We confirm that to the best of my / our knowledge the information provided above is correct and I/we understand that any concealment of facts will lead to my/our disqualification at any stage by the Bank.

Date:

Place:

SIGNATURE OF BIDDER  
Authorized Signatory  
(With Seal)

(All details are mandatory. Wherever the space is insufficient, separate sheet may be used to furnish the details)



**40. MANUFACTURER'S AUTHORISATION FORM**

No. ....

Dated: dd /mm /2025

**The General Manager  
Bank of Baroda,  
(Operations & Services)  
Head Office: Baroda**

Dear Sir,

Sub: Invitation to bid for supply, installation, commissioning, Training and Maintenance of Desktop Note Sorting Machines (1+1 pocket) for Currency Chests & Branches all over India.

We ..... who are established and reputable manufacturers of Desktop/Heavy Duty Note Sorting Machines (**strikeout whichever is not applicable**) having manufacturing facility at ..... and ..... do hereby authorize M/s.

.....  
(Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above tender.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this tender.

**Yours faithfully,**

(NAME)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

**Bank may sought sufficient documents in this regard to their satisfaction**



**41. LETTER OF AUTHORISATION TO BID**

No. ....

Dated: / /2025

**The General Manager  
Bank of Baroda,  
(Operations & Services)  
Head Office: Baroda**

Dear Sir,

Sub: Letter of Authorization to bid for Supply, installation, Training, commissioning and maintenance of ..... Desktop Note Sorting Machines (1+1 pocket) for Currency Chests & Branches /CPCs all over India.

We M/s ..... (Name and address of the principal) hereby authorize M/s.

..... (Name and Address of Agents), our Business Partner/Authorized

Distributors to submit a bid, and sign the contract on behalf of us for all the systems/goods required by the bank as called for vide the bank's request for proposal reference no .....

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this tender.

Yours faithfully,

(NAME)

(Name of principal vendor on whose behalf the proposal is submitted)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

**( Bank may sought sufficient documents in this regard to their satisfaction )**



**ANNEXURE I**

**SERVICE LEVEL CUM NON DISCLOSURE AGREEMENT**

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

**AND**

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

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

**WHEREAS**

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8200+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider for .....And had invited offers.

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

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

WHEREAS the Bank having agreed to purchase about ..... Desktop Note Sorting Machines ( 1+1 pockets) hereinafter called '**Machine**' from the supplier who agrees to supply, install, impart training, commission and maintain the said machines, as per the model and the specifications and the terms and conditions finalized between the supplier and the Bank.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS**

## 1. DEFINITIONS

- I. Bank, BOB means 'Bank of Baroda'
- II. ATP means Acceptance Test Procedure
- III. AMC means Annual Maintenance Contract
- IV. BFSI means Banking, Financial services and Insurance
- V. DC Means Data Centre
- VI. DR Means Data Recovery Centre
- VII. MSP means Managed Service Provider of the Bank.
- VIII. SLA means Service Level Agreement
- IX. Total Cost of Ownership (TCO)
- X. SPOC means Single Point of Contact

## 2. TERM

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

## 3. SCOPE OF SERVICE

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

## 4. STANDARDS

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

## 5. DELIVERY

(Terms mentioned in the RFP)

Warranty

Annual Maintenance Contract (AMC) after expiry of warranty period

1 The Service Provider will enter into an AMC agreement with BOB at the sole discretion of BOB, after the expiry of warranty period to support the Hardware & Software supplied for a minimum period of \_\_\_\_\_ years at the rate quoted in Commercial Proposal/ agreed between the Parties.

2 The Payment for AMC charges will be released by BOB after the expiry of warranty period on quarterly arrear.



## 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. PAYMENT TERMS

(Terms mentioned in the RFP)

## 9. PENALTY CLAUSE

- i) The Bank shall issue a Letter of Intent (LOI) to the successful bidder. The Bidder shall give an unconditional letter of acceptance of LOI, provide Performance Guarantee and enter into Service Level Agreement with the Bank as per the format (enclosed as Annexure - I) within 10 days of the date of letter of intent failing which the Bank reserves the right to invoke the DD/BG towards the Earnest Money Deposit and cancel the purchase contract. Firm purchase order will be placed by the Bank, only after the successful bidder signs the Agreement.
- ii) Time is the essence of this contract. The supply of all the machines and all accessories such as printer etc shall be completed within the stipulated period of 45 days from the date of order.
- iii) In case the supplier fails to supply the machine/accessories within the above delivery period, the Bank shall be at liberty to cancel the order for the undelivered machines if any, besides de-listing the supplier from the vendors list and also denying any future entrustment by the Bank.
- iv) If the supplier fails to deliver the machines as above and in the event of such cancellation, the Performance Guarantee of the supplier shall stand forfeited and the supplier shall not be entitled to any compensation but the supplier shall continue to carry out all his obligations under this contract, including warranty and AMC, in respect of the machines that may have already been supplied and commissioned before cancellation.
- v) The Bank, at its sole discretion, if decides to accept the delayed supply of any machine(s), liquidated damages @ 1.0% of cost of the machine will be charged per week or part thereof, subject to a maximum of 10% of the cost of the machine for each machine which is delayed. The amount of damages so calculated shall be deducted at the time of making any payment after successful installation and commissioning of the machine and the cost of transportation and other cost there on shall be borne by the supplier
- vi) If the machine cannot be made serviceable either by repair or by replacement and put back the system into regular operation within 2 days in metros & urban, 3 days in semi-urban, 5 days in rural and 7 days in island branches, on account of any breakdown due to machine failures/repairs/settings, a similar stand-by

machine in good working condition shall be provided at the cost of the vendor failing which a penalty at the rate of ` 2,000/- (Rupees Two thousand only) per day for the first 10 days and ` 5,000/- (Rupees Five Thousand only) per day beyond 10 days for the DTNSM will be imposed and deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.

- vii) If the preventive maintenance is not attended, as stipulated under clause (i) above, proportionate charges, based on the AMC amount for first year after the warranty period of 04 years quoted by the supplier, will be deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.
- viii) During AMC period, failure to expeditiously attend to the complaints or preventive maintenance will attract the same penalty as specified for the Warranty period.

## 10. 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.

## 11. 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. **As per the new directives, RBI advised that with effective from May 1st, 2025, banks should deploy only such NSM models must conform to the Indian Standards and are duly certified by BIS as mentioned in circular issued by**

**RBI pertaining to Note Sorting Machines Refer No. RBI/2024-2025/86 DCM (NPD) No.S2193/09.45.000/2024-25 dated 30.10.2024.** The NSM to be provided by vendor/service provider shall comply with the mentioned guidelines strictly.

- iii. 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.
- iv. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- v. 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.
- vi. 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.
- vii. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. 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

- xiv. 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.
- xv. Service provider shall comply all the extant guidelines issued by RBI from time to time and specially RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/ 31.01.015/2023-24 dated 10.04.2023 regarding Master Direction on Outsourcing of Information Technology Services and various Directions/instructions on managing risk and code of conduct in outsourcing activities.

## 12. CONFIDENTIALITY

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

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

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

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;

iii. Was disclosed or parted with the prior consent of BOB;

iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

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

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

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

### **13. 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.

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

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

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

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

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

#### 14. 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 grant exclusive, perpetual rights to use of the deliverables in favor of bank.

#### 15. PERFORMANCE GUARANTEE

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

#### 16. TERMINATION

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

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

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

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing.

### **Effect of termination**

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

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

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

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

### **17. 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.

### **18. LAW, JURISDICTION AND DISPUTE RESOLUTION**

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



## ARBITRATION

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

## 19. AUDIT

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

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

## **20. LIMITATION OF LIABILITY**

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

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

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

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

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

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

## **21. 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.

## **22. 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.

## **23. 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.

## **24. ASSIGNMENT**

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

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

## **25. 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.

## **26. 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.

## **27. FORCE MAJEURE**

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

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

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

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

**SURVIVAL:**

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

**28. 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 General Manager-Operations  
Bank of Baroda, Baroda Bhavan,  
R C Dutt Road, Alkapuri,  
Vadodara-390 007

ATTN: Chief Manager (Currency Chest)

**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 consideration of the payments to be made by the Bank to the tenderer, the tenderer hereby covenants and agrees with the Bank to complete the works in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

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

Signed and Delivered by the within named

For Bank of Baroda

For

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**

**Designation:**

**Designation:**

**Witness 1 :**

**Witness 1 :**

**Witness 2 :**

**Witness 2 :**

## ANNEXURE II

### Format of Bank Guarantee In Lieu Of Earnest Money Deposit

To:

**The General Manager  
Bank of Baroda,  
(Operations & Services)  
Head Office: Baroda**

(To be submitted on non judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this.....day of .....two thousand 2025 between ..... (Name of Banker) having its registered office at .....(Place) and one of its local office at.....(hereinafter referred as the surety)and Bank of Baroda, a Body Corporation constituted under the banking companies (acquisition & Transfer of undertaking) act,1970 having its Head Office at Baroda- 390 005, INDIA (hereinafter referred to as the Bank)

WHEREAS (Tenderer's name herein after referred to as "Tenderer") a Company / firm registered under..... and having its registered office at..... is bound to deposit with the Bank by way of earnest money for Rs. 1.00 Crore(Rupees One Crore only) towards DTNSM (1+1) in connection with its Tender for supply, installation, commissioning, testing and Maintenance of .....Desktop Note Sorting Machines (1+1 pockets at Bank's Offices/branches located all over India and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause, Instructions to tenderers has agreed to furnish a Bank Guarantee valid up to .....(date, 18 months from the date of opening of Technical Bids) instead of deposit of earnest money in cash.

NOW THIS WITNESSETH as under:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of ` ...../- (Rupees ..... only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the

terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the supply of the Desktop/Heavy duty Note Sorting Machines. The Banks decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to `...../- (Rupees ..... only).

6. This guarantee shall remain in force and effective up to 00.00.20... (18 months from the date of opening of Technical Bids) plus one month grace period and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to `...../- (Rupees ..... only) and this guarantee would be valid up to (00.00.20...., (18 months from the date of opening of Technical Bids) and we shall be discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within one month from the date of expiry of guarantee i.e. on or before 00.00.20....., (18 months from the date of opening of Technical Bids) irrespective of whether or not the original guarantee is returned to us.

10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on Behalf of

For and on behalf of above named Bank.  
Manager (Banker's seal)

(Banker's Name and Seal) Branch



### ANNEXURE III

#### Format of Bank Guarantee for Performance Guarantee

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

BG No. \_\_\_\_\_

Date \_\_\_\_\_

**The General Manager  
Bank of Baroda,  
(Operations & Services)  
Head Office: Baroda**

Dear Sir

In consideration of your agreeing to accept the security deposit of ` ....lakh furnish able to you by Messrs \_\_\_\_\_ (hereinafter referred to as "the Supplier") in terms of their contract with you for supply, installation, testing, commissioning of ..... Desktop Note Sorting Machines (1+1 pockets) for the Bank's Branches/Currency Chests at \_\_\_\_\_ locations to be specified by the Bank, as per their Tender No. \_\_\_\_\_ dated \_\_\_\_\_ and General conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Order/Contract No. \_\_\_\_\_ dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_\_ (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of ` ....lakh against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Supplier of any of the terms and conditions contained in the said Contract and in the event of the Supplier making any default or default in carrying out any of the work under the said Contract 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 in total the said sum of ` .....(amount) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Supplier.

2. Notwithstanding anything to the contrary, your decision as to whether the Supplier has made 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 this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the supplier after expiry of the relative guarantee period of the said Contract and after the Supplier had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain



in force after ..... (date, 42 months from date of installation and commissioning of the machines) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from 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 this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. If you don't hear from us on such extension within 10 days of your demand, then it can be presumed that we have extended accordingly and your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Supplier or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the 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 ` ..... as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Supplier 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 Supplier.

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 Contractor 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 this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Supplier from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the Supplier 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 enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and Supplier or any other person.

15. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to ` . ....(Amount) and this guarantee would be valid up to .....(date, 42 months from date of installation and commissioning of machines plus six months grace period) and we shall be discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within one month from the date of expiry of guarantee i.e. on or before (date.....) irrespective of whether or not the original guarantee is returned to us..

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

**SIGNED AND DELIVERED**

(For & on behalf of the above named Bank) For & on behalf of (Banker's Name & Seal)

**BRANCH MANAGER**  
(Banker's Seal)  
Address \_\_\_\_\_

**BG No:**  
**DATE:**

## ANNEXURE IV

### Format of Annual Maintenance Contract

This Annual Maintenance Contract Is executed on..... (date) by and between ...  
..... (Name and address of the Vendor) a company registered under Companies Act 1956/ a firm, having its registered office at .....(hereinafter called 'the Supplier') represented by its (Managing Director / Authorised signatory), Mr. ....

And

..... (Name of the Bank), a body corporate constituted and functioning under the Banking Companies (Acquisition and Transfer of undertaking Act) 1970 (hereinafter called the Bank) having its Head Office at ..... (address of the bank),  
represented by its duly constituted attorney Mr....., General/ Deputy/Asst. General Manager.

The Bank has purchased ..... Nos. Desktop Note Sorting Machines (1+1 pockets) from the supplier as per the Agreement dated....., for installation and use at its various Branches / Currency Chests. In the said Agreement the supplier has agreed for an inbuilt warranty for a period of three year from the date of satisfactory installation & Commissioning. The Supplier has also agreed to sign an Annual Maintenance Contract (AMC) for a period of 04 years after the expiry of the warranty period. Clause No.9 of Terms and Conditions of tender which is part of the Agreement dated..... may be referred to for complete details and may be treated as part of this Agreement.

Accordingly, the Supplier agrees to undertake the said work of annual maintenance of the machines for a period of three years after the expiry of three years' warranty period on the following terms and conditions : -

1. The AMC period for the various machines shall be as given in the Annexure attached.
2. The Supplier shall ensure that the machines are kept in efficient running / working condition at all times by arranging appropriate preventive maintenance of the machines at quarterly intervals. .
3. In case of any defect, malfunctioning or breakdown of the machine or shortfall in its performance, the Bank shall inform the supplier by phone/telex/fax/letter about the said complaint. The complaints in respect of machine located at each of the place may be preferred to the address given in the Annexure against the respective installation.
4. If the machine cannot be made serviceable either by repair or by replacement and put back the system into regular operation within 2 days in metros & urban, 3 days in semi-urban, 5 days in rural and 7 days in island branches, on account of any breakdown due to machine failures/repairs/settings, a similar stand-by machine in good working condition shall be provided at the cost of the vendor failing which a penalty at the rate of ` 2,000/- (Rupees Two thousand only) per day for the first 10 days and ` 5,000/- (Rupees Five Thousand only) per day beyond 10 days for the



DTNSM will be imposed and deducted from any payment due to the vendor or from the Security Deposit or by encashing the Performance Guarantee.

5. If the preventive maintenance is not attended, as stipulated under clause (2) above, proportionate charges, based on the AMC amount quoted by the supplier, will be deducted from any payment due to the vendor or from the Security Deposit or by invoking the Performance Guarantee.

6. Price list of various parts of the NSM should be provided.

7. The supplier shall bear the transportation and all other costs in this regard for shifting repairing and replacing.

8. The AMC charges shall be **Rs.** ..... for each machine for each year excluding

GST Tax. GST Tax on AMC is payable separately as per norms prevailing at the time of invoicing. The AMC charges are inclusive of all taxes and firm and not subject to any escalation whatsoever on any account. The charges are payable by the Bank on half yearly basis at the end of the period on successful completion of the services, after deduction of tax at source (TDS) as per relevant provisions of Finance Act from time to time.

9. The bills and invoices for AMC charges shall be prepared by the supplier and submitted to the respective branch / office of the Bank, duly certified for the satisfactory working of the machine along with service report.

For attending to the complaints or preventive maintenance, the Engineers of the supplier only will have to be deputed and the supplier shall not engage any other local mechanics or other companies.

10. During the validity of the AMC the supplier shall ensure the replacement of any spare, consumables, components and parts free of cost.

11. The supplier shall not claim any other overheads, traveling expenses, boarding, lodging expenses etc., for engineers/workmen.

12. The Bank is entitled to cancel this agreement without assigning any reasons by giving 30 days' written notice to the corporate office of the supplier.

13. In case of any dispute the courts at Vadodara only will have jurisdictions.

14. This AMC Contract shall be valid for three years from the date of expiry of three years' warranty as shown in Annexure.

15. To ensure due fulfillment of these terms and conditions, the Supplier has furnished an irrevocable Bank Guarantee bearing No.....dated.....for an amount of `

..... issued by ..... Bank. This Bank Guarantee shall be returned duly discharged on satisfactory completion of the AMC period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN.

Signed in (place) on -----

Signed in (place) on -----

For and on behalf of (Name of the vendor)

For and on behalf of Bank

Sd/-  
(Name)  
Managing Director/  
Managing Partner.

Authorized Signatory

**ANNEXURE V**

**Format of Bank Guarantee for AMC BG No: \_\_\_\_\_ Date \_\_\_\_\_**

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the Name of the issuing bank) The undersigned, \_\_\_\_\_ Bank, having its registered office in \_\_\_\_\_ address \_\_\_\_\_ taking into consideration:

That M/s. \_\_\_\_\_ Address \_\_\_\_\_ hereinafter called the suppliers have received from \_\_\_\_\_ (Name of the supply of Annual Maintenance Services for its \_\_\_\_\_ Desktop/Heavy Duty Note Sorting Machines No. \_\_\_\_\_)

That the buyers require from the suppliers a bank guarantee for a sum of \_\_\_\_\_ Indian Rupees \_\_\_\_\_ (in words) as a security for the due fulfillment by the suppliers for their contractual obligations in this respect:

Declares:

Hereby to guarantee irrevocably and unconditionally up to a maximum amount of Indian Rupees \_\_\_\_\_ (in words) the due fulfillment by the suppliers of their obligations in this regard, and consequently undertakes to pay to the buyers on their first written demand, all that which the buyers declare the suppliers are due to them in this respect, such with due observance of the above maximum amount.

This guarantee will remain valid up to and including \_\_\_\_\_ date \_\_\_\_\_ (end of period). Claims, if any, must have been received by the undersigned on that date \_\_\_\_\_ at the latest, at the address: \_\_\_\_\_ (address of issuing bank / branch.)

Notwithstanding anything contained herein before, our liability under this guarantee is

restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and this guarantee would be valid \_\_\_\_\_ up \_\_\_\_\_ to \_\_\_\_\_ (date)

and we shall be discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged with us within one month from the date of expiry of guarantee i.e. on or before \_\_\_\_\_ (date) irrespective of whether or not the original guarantee is returned to us.....

The confirmation of the guarantee may be obtained from our Controlling Office of the issuing bank at \_\_\_\_\_ address \_\_\_\_\_ .

BRANCH MANAGER  
(Banker's Seal)  
Address \_\_\_\_\_

BG No:  
DATE:

Place : \_\_\_\_\_  
Date : \_\_\_\_\_

**ANNEXURE VI**

**DECLARATION**

**(Declaration to be given preferably on Letter Head)**

**The Deputy General Manager  
(Operations & Services)  
Bank of Baroda  
Head Office  
Baroda Bhawan, 7<sup>th</sup> Floor,  
RC Dutt Road, Alkapuri,  
Baroda**

Dear Sir

1. I / We hereby submit the quotation in your prescribed proforma and understand that if any information is found to be false at a later date, contract made between us and Bank of Baroda will be treated as invalid.
2. I / We agree that the decision of Bank of Baroda in selection of tenders will be final and binding on me / us.
3. All the information furnished in the attached forms is correct to the best of my / our knowledge.
4. Bank shall have the authority to verify all the information provided by us.
5. All supporting documents shall be provided by us in authenticity of the information furnished.

Place : Signature :  
Date : Name & Designation :  
Organization :

**PRICE BID**

**UNIT RATE FOR SUPPLY, INSTALLATION, TRAINING,  
COMMISSIONING AND MAINTENANCE OF DESKTOP NOTE SORTING  
MACHINE (1+1 POCKET)**

Type of Machine (Model / Brand name): -----  
Model No. & Make (Brand Name)  
Bureau of Indian Standards(BIS) as advised vide RBI vide  
circular No. RBI/2024-2025/86 DCM (NPD) No.  
S2193/09.45.000/2024-25 dated October 30, 2024,  
Certification/License No.

1. Basic Price of machine per unit :
2. Taxes, Insurance, Freight etc. per unit :
3. Total cost, excluding VAT, Octroi/Entry tax  
Per unit (Sl.No.1+Sl. No.2) :
4. AMC per unit (Comprehensive charge for  
1 year excluding Service Tax as applicable) :  
Service Tax on AMC is payable separately as  
per norms prevailing at the time of invoicing.
5. AMC for 04 years (Comprehensive  
charge for 3 year excluding GST) :  
GST on AMC is payable separately as  
per norms prevailing at the time of invoicing.  
(Sl. No. 4 x 4years)
6. Grand Total (Sl. No. 3 + Sl. No. 5) :

SEAL OF THE COMPANY/FIRM

SIGNATURE OF THE BIDDER

Place:

Date:



**Annexure VII**

**(To be typed on the Service providers letter head)**

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR AWARDING RATE CONTRACT FROM AGENCIES OF REPUTE FOR PROVIDING NOTE SORTING MACHINE & SERVICES AT DIFFERENT BRANCHES OF INDIA**

Ref No.

Date:

To  
The General Manager-Operations  
Bank of Baroda  
Baroda Bhavan  
R C Dutt Road, Alkapuri,  
Vadodara-390 007

Dear Sir,

With reference to the above tender notice, having examined and understood the instructions, terms and conditions forming part of the tender forms, we hereby submit our offer for Note Sorting Machine (1+1 Pocket) and services as detailed in your above referred tender notice.

I/We am/are aware that in the event of getting a contract, I/We agree to honour the obligation with due diligence and efficiency as required by Bank of Baroda and RBI Guidelines as advised on time to time.

We confirm that we have not been disqualified / debarred / depanelled / blacklisted by any Govt. Deptt / RBI / Financial Institution or any other organization for Note Sorting Machine supply & services during last 5 years. We also confirm that, we have not been issued with any dissatisfaction letter by any of the Regions/Zone.

We understand that if we have been issued with dissatisfactory letter by two or more zones of the Bank, our bid will be rejected by Bank.

We also agree that in case any poor performance report is received from any of our clients our Bid will be rejected / disqualified.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the tender form.

We also confirm that the offer shall remain valid for 180 days from the last date for submission of the offer.

We also confirm that we will submit needed performance guarantee.

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

We certify that ..... (Name of Agency) is not owned or controlled by any Director or serving Officer/Employees of Bank of Baroda or their relatives having the same meaning as assigned under section 6 of the Companies Act, 1956.

I/We agree to all the terms and conditions of the RFP.

We enclose herewith a Demand Draft/Pay Order for above mentioned amount favoring Bank of Baroda and payable at Baroda, towards tender fees and Earnest Money Deposit respectively, details of the same are as under:

- Demand Draft/Pay Order No/ Bank Guarantee :
- Date of Demand Draft/Pay Order/ Bank Guarantee :
- Name of Issuing Bank :

Yours faithfully,

Authorized Signatories  
(Name & Designation, seal of the firm)  
**E-Mail address**

**Contact No**

**Annexure VIII**

**PRE CONTRACT INTEGRITY PACT**  
**(TO BE STAMPED AS AN AGREEMENT)**  
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 & Head office situated at Alkapuri Vadodara (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

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at \_\_\_\_\_ through its authorized representative Mr. \_\_\_\_\_ hereinafter referred to as “**Bidder**”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

**Preamble**

BOB is a one of the nationalized PSU Bank having its presence throughout India and \_\_\_\_\_ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for.....

BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(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**

The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- (1) No employee of the BOB , personally or through its 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.
- (2) 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.

- (3) The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- (4) 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)/ Contractor(s)

The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB 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) / Contractor(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)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(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) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) / Contractor(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) / Contractor(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.
- g. The Bidder(s) / Contractor(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) /Contractor(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) / Contractor(s) from the tender process or take action as per law in force.

#### Section 4 - Compensation for Damages

- a. 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.
- b. 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 Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 - Previous transgression

- a. 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.
- b. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

#### Section 6 - Equal treatment of all Bidders | Contractors | Subcontractors

- a. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- b. The BOB will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- c. 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)/Contractor(s)/Subcontractor(s)

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

- a. The BOB has appointed Independent External Monitors (hereunder referred to as monitors) for this pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: [umeshkumar84@rediffmail.com](mailto:umeshkumar84@rediffmail.com)) and Dr. Sandeep Tripathi (email id: [sandeeptrip.ifs@gmail.com](mailto: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.
- b. 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/Contractors as confidential.
- c. The Bidder(s) / Contractor(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/ Contractor. The bidder/ Contractor 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.
- d. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(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.
  - e. 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.
  - f. 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.
  - g. 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.
  - h. 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.
  - i. The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This Pact shall be effective from the date of its execution, and shall expires for the selected Contractor 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.

#### **Section 10 - Other provisions**

- i. This agreement is subject to Indian Law and court of Vadodara shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- ii. Changes and supplements as well as termination notices need to be made in writing.
- iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iv. 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.
- v. Issues like scope of work, Warranty / Guarantee etc. shall be outside the

- purview of IEMs.
- vi. In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact

BOB

Name of the Officer:

Designation:

Date:

Place:

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

BIDDER

Chief Executive Officer

Department:

Date:

Place:

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_