

**REQUEST FOR QUALIFICATION (RFQ)**

**FOR**

**SELECTION OF VENDOR FOR SUPPLY, PRINTING & PERSONALISATION OF CHIP BASED EMV CONTACTLESS / NCMC / COMBO CARD / PHOTO CARD / DUAL INTERFACE (DI) DEBIT CARDS / METAL CARDS / WEARABLES INCLUDING RELATED COLLATERALS AND ADMINISTRATION**

**Bank of Baroda  
Digital Operations Group,  
5th Floor, Baroda House,  
Behind Dewan Shopping Centre,  
S V Road, Jogeshwari (West)  
Mumbai – 400 102**

**RFQ Reference Number: BCC:DIGITAL:DOG:DCOT:114:910**

**Date: 14/10/2022**

### Important Dates / Schedule of activities:

Sr. No.	Particulars	Date & Time
1	RFQ issuance date	<b>14/10/2022, Friday</b>
2	Last date of submission of any query / reporting any error	<b>18/10/2022, Tuesday</b>
3	Pre-bid meeting date	<b>20/10/2022 – Online Teams Meeting, Thursday</b> <ul style="list-style-type: none"> <li>Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on debitcard.bcc@bankofbaroda.com by <b>19<sup>th</sup> October, 2022</b> along with pre-bid queries.</li> <li>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.</li> <li>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.</li> </ul>
4	Last date of submission of BIDs	<b>09/11/2022 3:00 pm, Wednesday</b> Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
5	Date of opening of Eligibility Bid Venue	<b>09/11/2022 4:00 pm, Wednesday</b> The Chief Manager Digital Operations Group, Bank of Baroda 5th Floor, Baroda House, Behind Dewan Shopping Centre, S V Road, Jogeshwari (West) Mumbai – 400 102  Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a> 1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on debitcard.bcc@bankofbaroda.com id after RFQ submission time is over.
6	Mode of bid submission & online portal's URL	Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
7	Support details of Online Portal facilitator	ITI Limited, Tenderwizard Helpdesk Team Email: <a href="mailto:eprocbob@etenderwizard.com">eprocbob@etenderwizard.com</a> Phone: +91-11-49424365 Mr. Kurupesh Kulkarni :+91-8800907637 For more details, check under Contact us at home page of e-procurement portal <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>

**Note:** The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website [www.bankofbaroda.com](http://www.bankofbaroda.com) under Tender Section for any changes / addendums to the above schedule and/or any other changes to this RFQ. Bank would not be responsible for any delayed/lack of update directly to the bidder. Bidders to confirm with Bank the time and venue -1- day prior to any of the above event.

Eligibility bids will be opened in the presence of the bidder's representatives who choose to attend the opening of eligibility bid. No separate communication shall be sent in this regard. Subsequently, the Bank will evaluate the eligibility Bids and the bidders shall be suitably intimated about outcome, after evaluation.

### **Important Clarifications:**

1. Bank' means 'Bank of Baroda' & its associate/ joint venture/subsidiaries/RRBs/Amalgamated Banks.
  2. Vendor' means the selected bidder of the RFQ.
  3. 'RFQ' or 'Tender' means the Request for Qualification.
  4. Recipient' or 'Respondent' or 'Bidder' means who responds/submits BID in response to this RFQ issued by Bank.
  5. Proposal/Bid/Offer means response to RFQ document submitted by Recipient to the Bank.
  6. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- I. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- II. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- III. The *beneficial owner* for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation—
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;

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

**Abbreviations:**

Abbreviation	Expansion
BOB	Bank of Baroda
EMD	Earnest Money Deposit / Bid Security
INR	Indian Rupee
MIS	Management Information System
SLA	Service Level Agreement
NDA	Non-disclosure Agreement

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18.1 The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours..... 29

18.2 Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. .... 29

18.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).. 29

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## 1. Introduction

Bank of Baroda is one of the largest Public Sector Banks in India, having network of around 8,100+ branches and international presence in 17 countries across globe. As the Bank's operations are fully automated, the customers of the Bank are using various alternate delivery channels offered to them by the Bank.

Bank of Baroda, its three affiliated Regional Rural Banks (RRB) and few of the Bank's overseas territories have been issuing the debit cards to its customers under various schemes such as VISA, MasterCard and RuPay (National Payment Corporation of India -NPCI). Bank's active debit card base is more than 7.64 Crores.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C- 26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFQ document, hereinafter called RFQ, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for Selection of Vendor for Supply, Printing & Personalization of chip based Contactless/NCMC/Combo Card/ Photo Card/Dual Interface (DI) Debit cards / Metal Cards / Wearables including related collaterals and administration".

## 2. Project Overview and Scope of Work

The detailed project overview and scope of works include supply of EMV Contact and Contactless / Dual Interface (DI) Card plastic, personalisation, supply of collaterals (welcome kit stationery), Wearables, Metal Cards, inventory control of card and all the relevant stationery its administration and making them ready for dispatch and coordination with courier, India post with details as under:

The initial period of contact tenure shall be of 3 years with an option of further extension up to 2 years.

- a. Projected volumes of card requirement for a period of next 3 years for Bank, its Sponsored RRBs and Overseas Territories (including Amalgamated Banks in Future):

Sr. No.	Debit Card Variant	Quantity
1	Visa / RuPay/ MasterCard EMV contact and contactless / NCMC / combo cards / Dual Interface (DI) debit cards with mag stripe / Metal Cards / wearables (including the cards of Bank sponsored RRBs and overseas territories)	6.0 Crore

The above quantity includes personalized and non-personalized cards.

The Bank will place an advance order for card plastic based on approximate requirement of 3 months in case of variants with a quarterly requirement volume of 1,00,000 or above.

- b. Change of Quantities



The projected volumes for different card variants mentioned above at a in this RFQ are only indicative requirements for next 3 years from the date of Purchase Order and **based on the current consumptions and not a commitment by the Bank**. However, the actual requirement may vary widely due to any reasons and Bank may not procure any variant also. The Bank has right to change the quantities for cards and stationery specified herein between variants, in the event of changes in Bank's plans/ policies/ regulatory guidelines etc.

**c. Card plastic supply**

The specifications of the EMV card plastic to be supplied are as under:

- i. Manufactured by a Visa, MasterCard, NPCI certified EMV card manufacturer as the case may be
- ii. As per the design provided by the Bank and guidelines by respective card scheme
- iii. **Magnetic stripe:**  
HICO 2750 Oersted and ISO standards for encoding & location of Track 1, 2 & 3, ISO/IEC 7813.
- iv. **White Plastic Standard:**  
ISO/IEC 7810- ID1
- v. **Signature panel:**  
Tamper evident signature panel with security pattern of respective card scheme with CVV/ CVC/CVD number printed as per card scheme requirements
- vi. Laminated finish
- vii. **EMV Chip Specifications**

**EMV Chip Contact Debit Card:**

- i. Compliant to ISO/IEC 7816 Standards
- ii. Physical Card ID1 Format
- iii. Card - PVC Material with 800 micron thickness
- iv. Free User Memory : 8K FLASH
- v. Authentication method : DDA /CDA
- vi. Global Platform 2.1.1/ MULTOS 4.3
- vii. JAVA Card 2.2.2/MULTOS 4.3
- viii. Communication Protocol : T=0 , T=1
- ix. Certified Payment schemes :
- x. MasterCard - M/Chip 4 Multi-App T=0 & T=1
- xi. Visa – VSDC2.8.1f1 T=0
- xii. Rupay - DPAS v1.1 T=0
- xiii. Minimum 8 bit CPU
- xiv. Secure Hardware Crypto Coprocessor
- xv. RSA /ECC, 3DES (with 2 unique keys)/3KTDES
- xvi. Write Endurance 300 000 cycles
- xvii. Data Retention >10 years



- xviii. Unique ID for each chip
- xix. Support for EMV financial applications

**Contactless card:**

1. ISO 14443/ IEC Standard compliant
2. Protocols supported: Contactless Type A, Type B
3. Chip security standards compliant
4. PKI /Digital Signature
5. Microprocessor based IC Card 16 KB JAVA or MULTOS DDA/CDA on FLASH / EEPROM or higher color: gold plated
6. Minimum 16 bit CPU
7. RAM 6 KB
8. Secure Hardware Crypto Coprocessor RSA /ECC, 3DES /3KTDES, AES
9. Common Criteria (EAL): EMVCo and CC (EAL5+)
10. Memory secure encryption for RAM, ROM and EEPROM
11. Counter Measures against side channel attacks (SPA & DPA)
12. Write Endurance: 300000 cycles or more
13. Data Retention: more than 10 years
14. Operating Distance: up to 100 mm
15. Frequency: 13.56 MHz
16. Random ID
17. Operating System should be hard masked on ROM or Flash based
18. Operating system should be Java
19. Platform should be Global Platform
20. EMV Authentications Method Supported – DDA/ CDA
21. Support for EMV financial applications using Chip and PIN: VISA VSDC 2.8.1 or above for Visa cards, M/Chip 4 Select 1.1 or above for MasterCard and Latest version for RuPay cards
22. Milling and embedding the chip on the card as per Visa, MasterCard, NPCI guidelines as the case may be
23. Multi-application loading capability.
24. Secure Channel Protocol
25. Support for NFC Readers
26. Capability to support multiple e-governance and transit applications/**NCMC / qSPARC card, Debit Card (combo card) / Photo Card / Metal Cards / Wearables.**
27. VISA, MasterCard and RuPay contactless or equivalent other card scheme compliant
28. Contact Plates as per ISO 7816-2 standards

In addition to the above mentioned specifications, the variant wherein the Bank wishes to launch premium segment of Debit Cards, following may be the features for which the separate commercials, if any shall be worked accordingly.

1. Colored Base PVC Plastic
2. Card Plastic Artwork in spot UV / Tactile
3. Foil / Halolam Logo
4. Palladium Chip
5. Hot Stamping

## 6. Colored Magstripe

7. Metallic finish / pearlescent.

d. Card plastic personalisation, administration of welcome kit and making ready for dispatch:

The card plastic personalization process to be followed is as under:

i. The card personalisation should be done strictly as per Visa, MasterCard and NPCI guidelines for EMV chip cards including data preparation. Bank will provide data multiple times through SFTP. The personalized cards as per process detailed herein will have to be handed over to the courier/ India Post designated by the bank on next working day of receipt of data.

ii. The encrypted card production file for the cards generated from the card management software will be sent by Bank through a secured FTP channel (to be provided by the selected bidders) to the selected bidders for personalization including data preparation.

iii. Personalization of the card plastic includes Magnetic Stripe & EMV Chip encoding, Front indenting and Rear Indenting.

Note-

Rejected cards should be destroyed by the bidder under camera surveillance and the Backup of the CCTV recording should be retained for a period of 3 months. A daily report on the rejected cards should be made available to the Bank.

iv. Welcome Letter personalization-The selected bidders have to print the customer details (such as Account number (masked), Customer name, Customer full address, Branch name, contact no., batch details, AWB no. – in case of direct dispatch of cards to customers etc.) on the welcome letter, print the card number in the space provided in welcome letter and the full branch address on the top right hand side.

v. Personalized Card to be pasted on the welcome letter.

vi. Stuffing of the Welcome Letter along with other welcome kit stationary items (i.e. Card pouch, terms and conditions booklet, leaflets, etc.) in the card envelope. In case of non-personalised (insta) cards, Bank will arrange delivery of PIN mailers individually stuffed in an envelope (after PIN printing) at the personalization bureau of the selected bidder/s, if required. Selected Bidder/s will have to stuff these individual PIN mailers in individual card envelope after required matching.

vii. Currently Bank dispatches some category of cards directly to individual customer's communication address and some to the respective branch. Selected Bidder/s will have to setup their systems accordingly.

viii. Printing of list for details of cards branch-wise in case of branch dispatch.

ix. Matching the number of kits with the list per branch and Insertion of card packets & list in respective branch packets. Maximum number of kits per branch packet as advised in this RFQ has to be followed.

x. Printing and affixing branch address label on the branch packet with details such as Branch alpha code & full communication address, Batch no., Serviceable mode (Courier/India Post), Barcode/AWB no. of courier, weight of the packet etc. in case of branch dispatch.

- xi. Sorting of Branch packets into serviceable by Bank's designated courier and India Post.
- xii. In case of the RRBs, the branch-wise packets have to be sorted administrative office wise and handed over in bulk consignments.
- xiii. Handover of packets to Bank's designated courier/ India Post with details in hardcopy and softcopy as required by the couriers/ India Post.
- xiv. Batch wise report to be provided on daily basis with all details (batch no, branch-wise cards dispatched count, number of packets) to the Bank.
- xv. Selected bidder will build necessary controls and security for card file processing like end to end encryption. After personalization of cards, the selected bidders must have a mechanism in place to ensure that the embossed files are deleted immediately, automatically and permanently as per the security guidelines of Visa, MasterCard, NPCI, etc.
- xvi. Currently, all the cards and welcome letter are personalized in English. However, in case Bank decides, selected bidder will have to arrange for personalization in other languages also.

**All the above mentioned activities associated with Personalisation and Administration of cards have to be done in-house by the selected bidders and cannot be sub contracted. Please note that the payment to the designated courier/ India Posts for dispatch of cards to branches/ customer's communication address will be made by the Bank and should not be factored in the pricing.**

**e. Welcome Kit stationery items:**

**A. Specification of Welcome Kit Stationery items for Bank of Baroda:**

S. No.	Product	Specifications
1	Window Envelopes with top open (Card Envelope)	<ul style="list-style-type: none"> <li>• Flap with Strip gumming</li> <li>• No. of windows : 1 / 2</li> <li>• Size 9.0(w) x 4.3(h) inches (slightly higher size for insta cards to accommodate PIN mailer envelope)</li> <li>• 4 color printing,</li> <li>• 90 GSM JK SHB paper, full BOPP Lamination inside (min. 10 micron).</li> <li>• Matter in : English</li> </ul>
2	Welcome letter	<ul style="list-style-type: none"> <li>• Size: A4 (21 cm(W) X 29.7 cm(H)),</li> <li>• 4 Color printing on both sides,</li> <li>• 100 GSM Super Sunshine paper</li> <li>• Matter in : English and Hindi</li> </ul>
3	Paper Laminated Pouch	<ul style="list-style-type: none"> <li>• Size 91.6 mm(W) X 59.98 mm(H),</li> <li>• 4 Color printing (front &amp; back),</li> <li>• 170 GSM Art Paper,</li> <li>• Lamination - BOPP outside</li> <li>• Matter in : English</li> </ul>

4	Terms & Conditions Booklet	<ul style="list-style-type: none"> <li>• Single page size 3.6 X 8 inches</li> <li>• Double page size 7.2 X 8 inches</li> <li>• Total pages : 28 - 32</li> <li>• Paper : 80 GSM maplitho</li> <li>• Printing in single color</li> <li>• Matter in : English and Hindi</li> </ul>
5	Leaflets (Variant-wise)	<ul style="list-style-type: none"> <li>• Close Size: 3.6 X 8 inches</li> <li>• Open Size: 7.2 X 8 inches</li> <li>• Paper : 90 GSM Matte Art Paper</li> <li>• Printing : 4 colors on one side</li> <li>• Matter in : English and Hindi</li> </ul>
6	Stickers	<ul style="list-style-type: none"> <li>• The stickers shall be affixed on debit card as per content approved and size confirmed for customer information.</li> </ul>

Note:

- All welcome kit stationery items (except variant wise leaflet) are different for all the variants.
- In case Bank requires, vendor will have to arrange for printing the welcome kit stationery in Hindi and/ or other Regional Language along with English.

B. Specification of Welcome Kit Stationery items for Bank sponsored RRBs:

Sr.	Product	Specifications
1	Window Envelope with top open (Card Envelope)	<ul style="list-style-type: none"> <li>• Flap with Strip gumming</li> <li>• No. of windows : 1 / 2</li> <li>• Size 9.5(w) x 4.3(h) inches (slightly higher size for insta cards to accommodate PIN mailer envelope)</li> <li>• 4 color printing,</li> <li>• 90 GSM JK SHB paper, full BOPP Lamination inside (min. 10 micron).</li> <li>• Matter in : Hindi/Gujarati</li> </ul>
2	Welcome letter	<ul style="list-style-type: none"> <li>• Size: A4 (21 cm(W) X 29.7 cm(H)),</li> <li>• 4 Color printing on single side,</li> <li>• 100 GSM Super Sunshine paper</li> <li>• Matter in : Hindi/Gujarati</li> </ul>
3	Paper Laminated Pouch	<ul style="list-style-type: none"> <li>• Size 91.6 mm(W) X 59.98 mm(H),</li> <li>• 4 Color printing (front &amp; back),</li> <li>• 170 GSM Art Paper,</li> <li>• Lamination - BOPP outside</li> <li>• Matter in : Hindi/Gujarati</li> </ul>

C. Specifications for branch envelopes:

Sr.	Envelopes to be used for	Specifications
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1	Up to 45 card kits per branch packet	Inside Size : 16" (H) X12" (W) Micron : 60, Material : Co-extruded LDPE film, White outside and Black inside, film type : Glossy, Type of Flap : Round Flap (1.25 inch),No. of colors/ sides : 1 color/ 1 side, Sealing : Twin seal and temper proof sealing, Security Border : Required Gumming Area : 10 mm
2	Up to 15 card kits per branch packet	Inside Size : 11" (H) X 8" (W) Micron:60, Material : Co-extruded LDPE film, White outside and Black inside, film type : Glossy, Type of Flap : Round Flap (1.25 inch),No. of colors/ sides : 1 color/ 1 side Sealing : Twin seal and temper proof sealing, Security Border : Required Gumming Area : 10 mm

Note:

- In case of RRBs, there will be variant wise different types of each of the above three welcome kit stationery items. Bank may add new variants and appropriate stationery will have to be arranged by the selected bidder.
- Welcome kit stationery should be printed in the lot of requirement of 3 months in line with card plastic.
- The address label stationery required for printing branch addresses with other details as mentioned at clause 4.2.d.X above and branch-wise listing of cards will required as mentioned at clause no. 4.2.d.Vii above has to be provided by the selected bidders at no additional cost to the Bank.

Optional: Selected bidder/s will have to provide one extra flyer as per specifications or accommodate minor variations in stationery specifications in case of requirement at no additional cost to the Bank.

**f. Other types of cards / Tags / Wearable:**

**NFC Tags/Contactless Wearables:**

- NFC Tags should be compatible with payment and multi-applications
- Tags should compliant to ISO 14443 standard
- Tags should be certified with Paywave (Visa) / PayPass (Master Card) / Rupay (NPCI)
- Reading distance according to EMV Co contactless requirements
- Stickers:
  - Smaller form factor with size of 48x25mm centered on ID1 card support
  - It should have efficient adhesive and should be compatible with all major handsets
  - Should be compatible with all major handsets
  - Size should be 30mm x 40 mm / 40mm x 60mm and Sticker thickness should be 600 to 700 micron
  - Chip should be NCMC complaint
  - Keyrings/Wristbands:

- 27x23mm FOB form factor on ID card support

### **Smart Keychains:**

- PVC / Leather Keychain should be compatible with payment and multi-applications
- Leather Keychain should be available in multiple color e.g. Black, Brown, Blue etc
- Size should be 40mm x 60mm
- Chip should be NCMC compliant.

### **Smart Health Watch:**

- Watch should be certified with Paywave (Visa) / PayPass (Master Card) / Rupay (NPCI)
- Reading distance according to EMV Co contactless requirements
- Chip should be NCMC compliant

### **Collaterals:**

#### **• Non Payment Card (without chip and magnetic stripe) :**

- Size: Debit Card Size (85.6mm x 53.98mm)
- Printing: 4 color front & back
- Thickness: 800 micron
- Material: PVC

#### **• Note:**

- For form factor- Smart Health Watch, the form factor will be provided by the vendor already having agreement with the Bank. However the personalization and fulfilment of Watch and matching with Non-Payment Card will be undertaken by the selected personalization vendor.
- Personalization here includes contactless personalization on wrist band in secured environment
- Quality Check with contactless reader and creating infra for scanning activity
- Insertion of wearable in box and scanning with QC.

### **Metal Card:**

- Compliant to ISO/IEC 7816 standards  
Physical Card ID1 Format
- Compliant to banking EMV standards
- Stainless steel with 810 micro thickness for metal cards
- Contact plates as per ISO 7816 – 2 standards

#### **g. Setup and implementation activities**

- Test Key exchange and dispatch of white card plastic for testing:** This activity should be completed within 5 working days from the date of providing all the requirements by Bank for respective variants and card schemes.
- Submission of Card plastic design for approval:** The proof should be submitted within 2 working days to the Bank for approval. Submission to the card scheme should be completed within 2 working days from the date of receipt of design approval from the Bank. This activity has to start in parallel and



immediately on receipt of the purchase order. In case of delays beyond 3 days, it should be communicated to the Bank immediately for necessary follow up with the scheme. Approved artwork in .cdr or any other standard format to be provided to the Bank.

- iii. **Supply of card plastic:** The card plastic should be available for personalisation within 4 weeks from the date of design approval from respective card scheme.
- iv. **Production Key exchange:** This activity should be completed within 2 weeks from the date of receipt of white plastic approval from the respective card scheme including bank dependencies.
- v. **Approval for artwork and sample for welcome kit stationery items:** Upon receipt of the design from the Bank, the selected bidder shall provide the proof for approval to the Bank within 3 working days. Changes to the proofs, if any suggested by the Bank be carried out immediately. The welcome kit should be available well in time before completion of the card plastic approval and delivery. The selected bidders should provide the finalized artwork in .cdr / .ai/ any other appropriate editable format to the Bank. Any changes in between should be carried out and stationery item be changed accordingly.
- vi. **Welcome letter personalisation, branch list, and branch address label printing:** The Bank will provide the formats for these activities immediately with the work order. Selected bidders will have to customize all these activities as per requirements within 2 weeks from the date of work order.

Note: No separate charges will be payable by the Bank to the selected bidders for the key exchange activity, test cards/white plastics, card design approval process, dispatch of test card/white plastics/sample physical cards for approval or for any other activity as required by Visa/MasterCard/NPCI in the EMV chip card / NCMC card approval, welcome kit artwork preparation, changes to the design, etc. during the contract period.

#### **h. MIS Reports**

Selected bidders are required to provide following MIS reports (as per Bank's format for uploading data in to Bank's/ third party portal) in softcopy as per the periodicity mentioned:

- a. Card personalisation and Dispatch report (daily)
- b. Connection file for all couriers with tracking number details (daily)
- c. Card plastic and stationery stock report (daily)
- d. Rejected card report (daily)
- e. RTO dispatch report (daily)
- f. Any other related report required by the Bank (as and when required).

Bidder should provide access of their portal to the Bank to enable bank to have real time update of card personalisation activities. The bidder should also alert the Bank in case of re-order requirements for any specific kind of plastic well in advance of a stock- out situation.

#### **i. Quality**

- I. Quality of the plastic cards will be determined on the criterions of quality and position of magnetic Stripe & chip, thickness of the Card plastic, lamination quality, clarity and durability of contents printed on the card, overall look & feel, rejection ratio etc.

Please note that, no material like EMV Chip, RF tag, plastic etc. will be used for manufacturing the Card from manufacturers who have been banned by any regulatory authority/ Govt. organization. If found otherwise, vendor will have to replace all these Cards at no extra cost to the Bank. If the successful bidder is found to use any chip in the ATM Card which has been banned by any regulatory authority/UIDAI/NPCI



etc., the Bank has the right to terminate the contract with the Vendor and may recommend to IBA for blacklist the Bidder from participating in any IBA member bank's business offer.

- II. The quality of card personalization will be determined based on the look and durability of the data printed and encoded on the card.
- III. The quality of welcome kit items will be determined based on the paper quality, GSM of the paper, quality of printing, gumming/ pasting, durability, overall look & feel.
- IV. The bidder should ensure that the welcome kit is handed over to the courier, India post in good condition and ensured it is handed over to them in closed environment and under security.

The selected bidder/s shall ensure that all materials supplied/ services provided shall be of superior quality, strict compliance with the given specifications and suitable for the intended purpose. The Bank may reject and return at the risk and cost of the selected bidder/s, any defective deliveries or the deliveries not confirming to the specifications/ proofs approved by the Bank and VISA/ MasterCard/ NPCI. The Bank's decision will be final regarding quality and acceptability of the goods.

#### **j. Card Plastics & Welcome Kits inventory:**

The selected bidder should stock the printed welcome kits and procured/manufactured card plastics following the VISA/ MasterCard/ NPCI guidelines as the case may be. The selected bidder has to maintain proper record of item-wise opening stock, consumption and the closing stock of cards and welcome kits on a daily basis and communicate the same to Bank on daily basis. The stock shall be subject to periodic audit by the Bank/ regulator or its representatives and the selected bidder/s should make necessary arrangements for the same. The selected bidder has to ensure that sufficient stock of card plastic and welcome kits of each variant are available at any point of time to ensure smooth and uninterrupted card issuance.

The selected bidder has to arrive at a reorder level for procuring the plastics and welcome kits (based on Bank's forecasts, actual consumption, lead time for procurement etc.) and initiate the measures for procuring new lot of plastics and welcome kits in consultation with the Bank sufficiently in advance.

#### **k. Split the work order between selected bidders: L1 & L2**

The variant-wise split / allocation of the work order between selected bidders for requirements will be as specified by bank. Primarily the work order shall be divided between selected bidders i.e. L1 & L2 in the ratio of 60:40. The split will also be depending on the volume of the requirements of the particular variants, lower price and convenience of the Bank and Bank's decision in this matter will be final and binding on all bidders. The Bank will also be at complete liberty and reserves the full right to change this proportion in case of performance related or any other such issues by the selected bidder/s.

#### **l. Future modifications/ enhancements:**

In case the Bank joins any other payment network / Bank and/ or begins issuance of cards for any other subsidiary/ associate in future, the selected bidder should accommodate the same without any additional cost to the Bank.

In the event of any modifications/ changes in the process of personalisation/ administration or changes in the specifications for any of the deliverables, etc., selected bidders will have to accommodate the same at no additional cost to the Bank.

### m. Location of the bureau:

In case the selected bidder has more than one bureau at different locations, the selected bidder will have to personalise the cards only from the bureau of Bank's choice. The criteria for choice of the location by the Bank includes but not limited to customer base in the region, convenience, cost of dispatch etc.

### n. Working on Saturdays:

The selected bidder/s will have to carry out the activities mentioned under this RFQ on all Saturdays also except public holidays. For the purpose of calculating penalty, Saturdays will also be considered.

- o. The selected Bidder must strictly adhere to the delivery dates or lead times including the timelines. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (related to this RFQ) due to the selected Bidder's inability to perform as per the terms of this RFQ and subsequent SLA that selected Bidder will be responsible for any additional re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount actually additionally spent by Bank for procuring similar deliverables and services.
- p. The selected Bidder shall ensure that they are capable of meeting Bank's current and terminal year business volumes.

### 3. Pre-Qualification for submission of bid

Bidders satisfying the eligibility conditions as mentioned in the Annexure and General Terms and Conditions specified in the document and ready to provide the said "Services" in conformity with the scope of work stipulated under scope of work, may submit their bid as per submission schedule mentioned.

### 4. Submission of Bid

#### 4.1 Lodgement of RFQ

The response to RFQ shall contain the following envelopes separately:

1. First envelope "Eligibility Proposal"

All the aforesaid documents are to be submitted at once at the time of Bid submission. A submission in a different manner, including a submission through Fax or Email, will not be accepted by the Bank and will be summarily rejected.

The submission of eligibility proposal shall consist of all annexures and related documents under a sealed envelope.

#### 4.2 RFQ Submission guidelines

- a) All responses received after the due date/time would be considered late and are liable to be rejected.
- b) All bid responses should be in English language.

- c) All responses including Eligibility bids would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder.
- d) Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- e) Any Eligibility bid, submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- f) The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, receives a written notice of the modification and revised bid or withdrawal for submission of offers.  
No offer can be modified/ withdrawn by the bidder, subsequent to the closing date and time for submission of offers.
- g) By submitting a proposal, the Bidder agrees to promptly enter into an agreement with Bank for any work awarded to the Bidder. Failure on the part of the selected Bidder to execute a valid agreement with Bank within 60 days of receiving the work order will relieve Bank of any obligation to the Bidder, and the Bank will be at liberty to select another Bidder based on the selection process of Bank.
- h) By submitting the bid, the Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFQ. The Bidder represents that all utilities, manpower to be deployed by bidder in response to this RFQ shall meet the proposed Service requirements of the Bank and industry standards. If any services, functions or responsibilities not specifically described in this RFQ are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFQ, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFQ and shall be provided by the Bidder at no additional cost to Bank. The Bidder also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the selected Bidder of responsibility for the performance of all provisions and terms and Conditions of this RFQ, Bank expects the selected Bidder to fulfill all the terms and conditions of this RFQ.  
The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.
- i) All RFQ response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.
- j) Erasures or Alterations – The offers containing erasures or alterations may not be considered. Unavoidable corrections or alterations, if any, should be authenticated. In case of the corrections/alteration are not properly authenticated, the offer shall be rejected.
- k) There should be no hand-written material, corrections or alterations in the offer. Requested details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual/ annexure” is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFQ.
- l) Numbering of Pages  
All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a serial along with proper index. The numbering shall be done separately for Eligibility Bid/s, and not section-wise.
- m) Authorized Signatory  
The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory will authenticate under his/her sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.

### 4.3 Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of submission of bids to the Bank.

### 4.4 Submission of Bids

1. The response should be submitted on or before the last date & time of submission mentioned in “Schedule of Activities”. If the last date of submission of RFQ response is declared as a holiday for any reason then the last date for submission of RFQ response will fall on the next working day. Documentary proof, wherever required, in terms of the RFQ should be enclosed.
2. The Bids / Proposals should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the details in prescribed formats duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of details. The proposal must be submitted in an organized and structured manner and no brochures/leaflets etc. should be submitted in loose form.
3. All envelopes should be securely sealed and stamped.
4. For participation in the opening of eligibility, technical and commercial bid, the Bidders’ representatives are required to carry authorization letter from their authorized signatories, if the person attending the bid opening process is other than the authorized signatory.

### 5. Application Money

The RFQ is available on Bank’s website, [www.bankofbaroda.com](http://www.bankofbaroda.com) / Bank of Baroda e-tendering portal link as mentioned above and can be downloaded free of cost.

#### 5.1 Exemption from submission of EMD and tender cost

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender. However, exemption is only for Tender document fees & EMD, if such a bidder is successful, and then Security Deposit in the form of Pay order or Demand Draft as per the RFP document shall be submitted.

MSME bidder will be awarded 25% of the order provided:

- The MSME bidder has to be within 15% band of the L1 price
- The MSME will have to accept to supply the product and/or service @ of L1 price
- If there are more than one MSME bidder, the 20% quantities will be divided equally, amongst them, subject to fulfillment of the above conditions.
- In case one of the MSME bidders is adjudged as L1 the other MSME bidders will not have any reservation since the responsibility of giving 25% to an MSME would be deemed to have been discharged.

#### 5.2 Preference to make in India Initiative

Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-

II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make in India) issued by GOI.

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

## **6. 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.

## **7. Non – Disclosure Agreement**

The successful bidder shall execute Non – Disclosure Agreement (NDA) as per attached Annexure, which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the NDA and submit it for the receipt of the Request for Proposal within 60 days.

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.

## **8. Compliance with Laws**

### **8.1 Compliance in obtaining approvals / permissions / licenses:**

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also, the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The RFQ document contains statements derived from information believed to be reliable at the date obtained; but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the supply and services. Neither the Bank nor any of its employees, agents, contractors or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this RFQ document.

## 8.2 Responsibility

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

## 9. Termination

Bank reserves the right to terminate this RFQ/RFP at any stage without any notice or assigning any reason.

At any time during the course of the RFQ/RFP process or before contract or after execution of the contract that one or more terms and conditions laid down in this Request for Qualification/ Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract/eligibility to participate in the RFP and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance dispute of the contract.

## 10. Grievance Redressal and Dispute Resolution

Any Bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFQ may file a request to Head – Digital Operations Group, at [head.digitaloperations@bankofbaroda.com](mailto:head.digitaloperations@bankofbaroda.com). It may please be noted that the grievance can be filed by only that Bidder who has participated in Procurement proceedings in accordance with the provisions of this RFQ.

Head- Digital Operations Group,  
Bank of Baroda, (Head Office), 1st Floor,  
R.C. Dutt Marg, Alkapuri, Baroda- 390007

### Dispute Resolution:

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If the Bank project manager / director and Bidder project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

If after -30- days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to



arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The place and seat of the arbitration shall be at Mumbai. 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.

## 11. Governing Laws

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

## 12. Prevention of Corrupt and Fraudulent Practices

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

- A. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- B. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 13. Authorized Signatory

The selected bidder shall indicate the authorized signatory/ies who can discuss and correspond with the Bank, with regard to the submission of bid and obligations under the contract, if selected. The selected bidder shall submit at the time of submission of the bid, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to submit an offer, discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

## 14. The Bid Submission by related parties



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

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

If an agent submits bid on behalf of the Principal / OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

## 15. Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this RFQ / subsequent RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- a) It is not in conformity with the instructions mentioned in the RFQ/ RFP document.
- b) It is not accompanied by the requisite Application Money / Earnest Money Deposit (EMD).
- c) It is not properly or duly signed.
- d) It is received through Telex / telegram / fax
- e) It is received after expiry of the due date and time.
- f) It is incomplete including non – furnishing the required documents.
- g) It is evasive or contains incorrect information.
- h) There is canvassing of any kind.
- i) Submitted by related parties

j) It is submitted anywhere other than the place mentioned in the RFQ.

Further Bank reserves the rights to:

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

## 16. General Terms and conditions

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

15.2. Information Provided: The RFQ document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable an intending contracting party to determine whether or not to enter into a Contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFQ document.

15.3. For Respondent Only: The RFQ document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

15.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

15.5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank. Request for Qualification for Selection of Vendor for Supply, Printing & Personalization of chip based Contactless / NCMC / Combo Card / Photo Card / Dual Interface (DI) Debit cards / Metal Cards / Wearables including related collaterals and administration.

15.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFQ document and the meaning and impact of that information.

15.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFQ document.

15.8. The issuance of RFQ document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge by submitting its response to this RFQ document that it has not relied on any idea, information, statement, representation, or warranty given in this RFQ document.

15.9. Acceptance of Terms: the bidders will, by responding to the Bank’s RFQ document, be deemed to have accepted the terms as stated in this RFQ document

15.10. Only one submission of response to RFQ by each Respondent will be permitted.

15.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

15.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

15.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.

15.14. The Bank will notify the Respondents in writing as soon as practicable after the RFQ Evaluation Complete date, about the outcome of the RFQ evaluation including whether the Respondent's RFQ response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

15.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFQ Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFQ response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFQ. The Bank has no liability to any Respondent who lodges a late RFQ response for any reason whatsoever, including RFQ responses taken to be late only because of another condition of responding.

15.16. All the pre - queries and communication must be addressed to the contact persons from the Bank mentioned in Annexure E.

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

15.18. All questions relating to the RFQ, technical or otherwise, must be in writing. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

15.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFQ closes and all such information and material provided must be taken to form part of that Respondent's response.

15.20. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

15.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFQ closes to improve or clarify any response.

15.22. Bidder should submit their Eligibility bids through online portal. The bidder must register for submission of their bid as specified in this document.

15.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFQ process, notwithstanding or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

15.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.

15.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

15.26. The bidders required to quote for all the requirements of this RFQ. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted requirement. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the response submitted and not to evaluate the offer in case of non-submission of the details in the required format or partial submission of details.

15.27. Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder submit the ambiguous response, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

15.28. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

15.29. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.

15.30. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.

15.31. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

15.32. Responses to this RFQ should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

15.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any bidder, and a different bidder may be selected based on the selection process.

15.34. The terms and conditions as specified in the RFQ and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

15.35. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFQ/RFP. The bidder represents that the proposal to be submitted in response to this RFQ shall meet the proposed RFQ requirement. If any services, functions or responsibilities not specifically described in this RFQ/RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFQ, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFQ/RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFQ, the Bank expects the bidder to fulfill all the terms and conditions of this RFQ.

15.36. The bidder covenants and represents to the Bank the following:

- a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations there under.

15.37. The execution, delivery and performance under an Agreement by bidder:

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

15.38. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

15.39. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFQ and also would not return the bid documents to the Bidders.

15.40. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract performed in connection therewith or for any work.

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

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

15.43. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.



15.44. No Commitment to Accept Any Tender – The Bank shall be under no obligation to accept the any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

15.45. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

15.46. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be shortlisted for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

15.47. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither

Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

15.48. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payment and deposits of taxes in a timely manner.

## 17. Contingency Plans

17.1 Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

17.2 Service Provider shall have defined business continuity management and disaster recovery procedures in place for effective handling of critical business processes in situation of any incident disrupting the Services under this Agreement. Service Provider shall carry out periodic drill activity to ensure the effectiveness of business continuity management and disaster recovery procedures and reports of such activities shall be shared with the Bank.

## 18. Right to Audit

- 18.1 The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- 18.2 Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 18.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

## 19. Information Confidentiality

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

By downloading the document, the interested party is subject to confidentiality clauses.

## 20. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied),



including forecasts, statements, estimates, or projections contained in this RFQ document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## **21. Cyber Security Controls for Service Providers (SPs)**

### **1. Preventing access of unauthorised software**

- 1.1. Put in place a mechanism to control installation of software/applications on endpoints. Also, put in place a mechanism to block/prevent and identify installation and running of unauthorised software/applications on such devices/systems.
- 1.2. Continuously monitor the release of patches by various vendors / Original Equipment Manufacturers (OEMs), advisories issued by CERT-In and other similar agencies and expeditiously apply the security patches as per the patch management policy of the SP. If a patch/series of patches is/are released by the OEM/manufacturer/vendor for protection against well-known/well publicised/reported attacks exploiting the vulnerability patched, the SPs must have a mechanism to apply them expeditiously following an emergency patch management process.
- 1.3. Have a clearly defined framework including requirements justifying the exception(s), duration of exception(s), process of granting exceptions, and authority for approving, authority for review of exceptions granted on a periodic basis by officer(s) preferably at senior levels who are well equipped to understand the business and technical context of the exception(s).

### **2. Environmental Controls**

- 2.1. Put in place appropriate controls for securing the physical location of critical assets, providing protection from natural and man-made threats.
- 2.2. Put in place mechanisms for monitoring of breaches/compromises of environmental controls relating to temperature, water, smoke, access alarms, and service availability alerts (power supply, telecommunication, and servers), access logs, etc.

### **3. Network Management and Security**

- 3.1. Prepare and maintain an up-to-date network architecture diagram at the organisation level including wired/wireless networks.
- 3.2. Maintain an up-to-date/centralised inventory of authorised devices connected to SP's network (within/outside SP's premises) and authorised devices enabling the SP's network. The SP may consider implementing solutions to automate network discovery and management.
- 3.3. Have mechanisms to identify authorised hardware / mobile devices like laptops, mobile phones, tablets, etc. and ensure that they are provided connectivity only when they meet the security requirements prescribed by the SP.
- 3.4. Ensure that all the network devices are configured appropriately and periodically assessed to ensure that such configurations are securely maintained.
- 3.5. The default passwords of all the network devices/systems should be changed after installation.
- 3.6. The infrastructure of SP should be designed with adequate network separation controls.
- 3.7. Have mechanism to automatically identify unauthorised device connections to the SP's network and block such connections.

3.8. Boundary defences should be multi-layered with properly configured firewalls, proxies, De-Militarized Zone (DMZ) perimeter networks, and network-based IPS and IDS. Mechanism to filter both inbound and outbound traffic must be put in place.

- 3.9. Establish Standard Operating Procedures (SOP) for all major IT activities including for connecting devices to the network.
- 3.10. Put in place mechanism to detect and remedy any unusual activities in systems, servers, network devices and endpoints.
- 3.11. Firewall rules shall be defined to block unidentified outbound connections, reverse TCP shells and other potential backdoor connections.

#### 4. Secure Configuration

- 4.1. Document and apply baseline security requirements/configurations to all categories of devices (end-points/workstations, mobile devices, operating systems, databases, applications, network devices, security devices, security systems, etc.), throughout the lifecycle (from conception to deployment) and carry out reviews periodically,
- 4.2. Periodically evaluate the configuration of all such devices (such as firewall, network switches, security devices, etc.) and patch levels for all systems in the SP's IT ecosystem.
- 4.3. Ensure the software integrity of the related applications.

#### 5. Application Security Life Cycle (ASLC)

- 5.1. Incorporate/Ensure information security across all stages of application life cycle.
- 5.2. Secure coding practices must be implemented for internally /collaboratively developed applications.
- 5.3. The development/test and production environments need to be properly segregated. The data used for development and testing should be appropriately masked.
- 5.4. Software/Application development approach should be based on threat modelling, incorporate secure coding principles, security testing (based on global standards) and secure rollout.
- 5.5. Ensure that adoption of new technologies is adequately evaluated for existing/evolving security threats and that the IT/security team of the SP achieve reasonable level of comfort and maturity with such technologies before introducing in the IT ecosystem.
- 5.6. SPs shall certify any new products, updates, upgrades as having been developed following secure coding practices. The application architecture shall be tested to safeguard the confidentiality and integrity of data being stored, processed and transmitted. An assurance to this effect shall be shared with the bank/RBI as and when requested.
- 5.7. In respect of critical business applications, SPs shall conduct source code audits by professionally competent personnel/service providers. They shall provide assurance to the bank that the application is free from embedded malicious / fraudulent code.
- 5.8. The SPs shall ensure that their software/application development practices address common vulnerabilities highlighted in baselines such as Open Web Application Security Project (OWASP) proactively and adopt the principle of defence-in-depth to provide layered security mechanism.

#### 6. Patch/Vulnerability and Change Management

- 6.1. Follow a documented risk-based strategy for inventorying IT components that need to be patched, identification of patches and applying patches so as to minimize the number of vulnerable systems and the time window of vulnerability/exposure.
- 6.2. Changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.

- 6.3. Periodically conduct Application security testing of web/mobile applications throughout their lifecycle (pre-implementation, post implementation, after changes) in an environment closely resembling or a replica of the production environment.
- 6.4. As a threat mitigation strategy, identify the root cause of incident and apply necessary patches to plug the vulnerabilities.
- 6.5. Periodically evaluate the access device configurations and patch levels to ensure that all access points, nodes between (i) different VLANs in the Data Centre (ii) LAN/WAN interfaces (iii) SP's network to external network and interconnections with partner, vendor and service provider networks are securely configured.
- 6.6. SPs should have a robust change management process in place to record/ monitor all the changes that are moved/ pushed into the production environment. Such a change management process must clearly mention the test cases, chain of approving authority for the particular change, deployment plan and rollback plan.

## 7. User Access Control / Management

- 7.1. Provide secure access to the SP's assets/services from within/outside the SP's network by protecting data/information at rest (e.g. using encryption, if supported by the device) and in-transit (e.g. using technologies such as VPN or other standard secure protocols, etc.)
- 7.2. Carefully protect access credentials such as logon user-id, authentication information and tokens, access profiles, etc. against leakage/attacks.
- 7.3. Implement controls to monitor and minimize invalid logon counts and deactivate dormant accounts.
- 7.4. Implement a centralised authentication and authorisation system through an Identity and Access Management solution for accessing and administering applications, operating systems, databases, network and security devices/systems, point of connectivity (local/remote, etc.) including enforcement of strong password policy, two-factor/multi-factor authentication depending on risk assessment, securing privileged accesses following the principle of least privileges and separation of duties.
- 7.5. Access to critical servers, network and security devices/systems shall be provided through Privileged User Management Systems /Identity and Access Management systems.
- 7.6. Monitor any abnormal change in pattern of logon.
- 7.7. Mechanism to monitor the database security events, backend access to the databases shall be put in place to ensure access to the database is restricted and the activities carried out through the backend are logged and reviewed.
- 7.8. Trivial and/or default passwords shall not be used.

## 8. Data Leak prevention strategy

- 8.1. Develop a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) business and customer data/information.
- 8.2. This shall include protecting data processed in end point devices, data in transmission, as well as data stored in servers and other digital stores, whether online or offline.

## 9. Audit Logs

- 9.1. Enough care is to be taken to capture audit logs pertaining to user actions in a system. Such arrangements should facilitate forensic auditing, if need be.
- 9.2. Implement and periodically validate settings for capturing of appropriate logs/audit trails of each device, system software and application software, ensuring that logs include sufficient information to uniquely identify the log for example by including a date, timestamp, source

addresses, destination addresses, and various other useful elements of each packet and/or event and/or transaction.

- 9.3. Logs generation from various devices/applications/database and capturing should always be automatic and by default.
- 9.4. An alert mechanism should be set to monitor any change in the log settings.
- 9.5. Manage and analyse audit logs in a systematic manner so as to detect, respond, understand or recover from an attack.

## 10. Incident Response and Management

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

## 11. Advanced Real-time Threat Defence and Management

- 11.1. Build a robust defence against the installation, spread, and execution of malicious code at multiple points in the enterprise.
- 11.2. Implement Anti-malware, Antivirus protection including behavioural detection systems for all categories of devices – endpoints, servers (operating systems, databases, applications, etc.), Web/Internet gateways, email-gateways, Wireless networks, etc. including tools and processes for centralised management and monitoring.

## 12. Vulnerability assessment and Penetration Test

- 12.1. Periodically conduct Vulnerability Assessment/ Penetration Testing (VA/PT) of applications, servers and network components.
- 12.2. The vulnerabilities detected are to be remedied promptly in terms of the SP's risk management/treatment framework so as to avoid exploitation of such vulnerabilities.
- 12.3. The VAPT report(s) and compliance to its findings shall be shared with the bank/ Reserve Bank of India as and when requested.

## 13. Forensics

- 13.1. The SP shall have support/ arrangement for network forensics/forensic investigation/DDOS mitigation services on stand-by.

## 14. Arrangement for continuous surveillance - Setting up of Cyber Security Operation Center (C-SOC)

14.1. Constant and continuous monitoring of the environment using appropriate and cost effective technology tools, clearly defined policies and procedures based on best practices and monitored by technically competent and capable manpower is essential. SPs are mandated that a C-SOC (Cyber Security Operations Center) be set up at the earliest, if not yet set-up. It is also essential that this Centre, among other things, ensures seamless collection of the logs relevant to the IT ecosystem, storing, processing and correlation of the logs through appropriate Security Information and Event Management (SIEM) solution for continuous surveillance and keeps itself regularly updated on the latest nature of emerging cyber threats.

## 15. Compliance with various standards

- 15.1. The SP shall comply with the relevant standards including ISO27001, PCI-DSS and PA-DSS, as applicable to the IT ecosystem.
- 15.2. The vendors should conform to the security practices and procedures laid down in the Information Technology Act 2000 as amended by the Information Technology (Amendment) Act 2008 (IT Act and IT Amendment Act) and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (Privacy Rules).

## 16. IT Risk Management

- 16.1. The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.
- 16.2. The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.

The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

## 17. Measures for Cloud Computing

17.1 Bank should develop its private cloud and should not connect its private cloud having sensitive data with public cloud. However Bank may connect to community cloud and port some of the non-critical applications provided joining such community cloud is beneficial from synergy point of view within Banking and finance industry.

17.2 Administration of Cloud Computing environment and Application should not be with the same person to maintain segregation of duties.

17.3 Resource utilization should be monitored and additional resource provisioning should be done in a timely manner to avoid any performance and availability issues.

17.4 Network level segregation should be ensured among different server instances belonging to different applications and access to them should be granted on “need to know” and “need to do” basis through an auditable process.

17.5 Control on movement of Data should be in place to restrict movement of certain data to a location in different jurisdiction to adhere to the regulatory guidelines, if any.

## 22. Confidentiality

The RFQ document is confidential and is not to be reproduced, transmitted or made available by the Recipient to any other party without Bank’s express written permission.



The RFQ document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the

RFQ document or any part of it. The Recipient acknowledges that any such revised or amended document received is subject to the same terms and conditions as original and subject to the same confidentiality undertaking.

- 22.1.1 All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Firm or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Firm irrevocably agrees and undertakes and ensures that the Firm and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Firm of its obligations hereunder. The Firm hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Firm and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.
- 22.1.2 All materials generated during the project cycle by the Bank along with or by the Consultant for the Bank, including but not limited to documentation concerning project plans, design, application software, customized system software, Consultant analyses, gap analyses, studies, ideas, reports, surveys, projections, certifications, memoranda, customer lists and financial reports, etc. will be the property of the Bank and shall be treated as "Confidential" by the Consultant to be appointed under this RFQ (except such information and materials as may be established to be in the public domain). The same shall not be disclosed or parted with by the consultant to third parties without the Bank's prior written approval even after the expiry of the contract or completion of the project. In other words, these are to be treated permanently as "Confidential".
- 22.1.3 All project plans, software plans, reports, ideas, documentation, etc., developed for the Bank by the consultant, while providing services, for which the Consultant had received payment from the Bank, pursuant to the agreement signed on the basis of selection of this RFQ, shall be the property of the Bank, including rights of intellectual property for the content, unless otherwise agreed upon explicitly in writing.
- 22.1.4 The Consultant shall take appropriate action with respect to their employees to ensure that the obligations of non-use and non-disclosure of confidential information as hereinbefore mentioned are fully satisfied.
- 22.1.5 The bidder shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the bidders obligation under this Agreement.
- 22.1.6 The bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of

- the Confidential Information. Also so far as it is practicable the bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by bidder or its affiliates.
- 22.1.7 The bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- 22.1.8 The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.
- 22.1.9 The bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing it's any obligations under this Agreement.
- 22.1.10 It shall be the incumbent duty of the bidder to undertake not to disclose any business related information of BOB to any third person and the bidder shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.
- 22.1.11 However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
  - Prior to the disclosure by BOB was known to or in the possession of the bidder at the time of disclosure ;
  - Was disclosed or parted with the prior consent of BOB;
  - Was acquired by the bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
- 22.1.12 The bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- 22.1.13 Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of bidder delivered to BOB while performing of the services. The provisions of this Clause shall survive the termination of this Agreement.

### 23. Force Majeure

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the



contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing within 30\_days of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Selected Bidders shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such 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 the Selected Bidders shall hold consultations in an endeavor to find a solution to the problem.

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

## Annexures and Appendices

### Annexure – A RFQ

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

Date:

The Chief Manager,  
Debit Card Operations  
Digital Operations Group,  
Bank of Baroda,  
Baroda House, 5th floor  
S.V. Road, Jogeshwari West  
Mumbai - 400 102

Dear Sir,

Re : Bank's RFQ No. BCC:DIGITAL:DOG:DCOT:114:910 for Selection of Vendor for Supply, Printing & Personalization of chip based EMV contact, Contactless/NCMC/Combo Card/ Photo Card/Dual Interface (DI) Debit cards / Metal Cards / wearables including related collaterals and administration

With reference to the above-mentioned RFQ, having examined and understood the instructions, terms and conditions forming part of the RFQ, we hereby enclose our offer for Supply, Printing & Personalization of chip based EMV contact, Contactless/ Dual Interface (DI) Debit cards including related collaterals and administration as detailed in your above referred RFQ. We agree to all the terms and conditions mentioned in the RFQ. We also submit required information along with documentary evidence in following format:

Parameter	Response
Year of commencement for supply, personalization of Card business	Copy of Certificate from Bank/s / organization/s to be enclosed
RFQ price/ Application fee	N.A.
CD/Adobe PDF/Pen Drive containing soft copies of RFQ	YES/ NO

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

It is certified that the information furnished in this document is authentic. We hereby authorize Bank of Baroda to make independent enquiries to verify the information furnished by us.

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

Yours faithfully,

(Name & Designation, seal of the firm)

Encl.:

1. Part II to V, duly filled in the prescribed form along with necessary proof.
2. Demand draft for the Application Fee.
3. Demand Draft/ Banker's cheque / Bank Guarantee for EMD amount.
4. All relevant documents
5. CD/Adobe PDF/Pen drive containing soft copy of the RFQ.

**DETAILS OF ORGANISATION**

General Information:

1.	Name and address of the Bidder	
2.	Contact Person	
3.	(a) Telephone :	(b) Mobile :
	(c) Fax :	(d) E-mail:
4.	Place of incorporation/registration	
5.	Year of incorporation /registration	
6.	Type of organization (whether company/ sole proprietor/ partnership/ private, etc.)	
7.	Main lines of business	
8.	Allied / Ancillary Business	
9.	Location/s of personalisation bureau	
10.	Whether premises is own/ leasehold/ rented, furnish details	
11.	Staff Strength as on 30/06/2022	

Key Personnel of the Organization:

S r. N o .	Name	Designation	Since When	Qualification	Professional Experience

Name and address of Owners/Partners/Directors:

Name	Address
1.	
2.	

Other important information (Furnish the required details, wherever applicable):

Were you ever required to suspend / terminate the similar activity/ services before completion of the tenure of the contract by any organization/ Bank? If so, give details.  
Have you ever left any services offered to you incomplete? (If so, give details and reasons for not executing the orders).  
Has your firm been debarred or Black listed for tendering in any organization? If so, give details.

**FINANCIAL INFORMATION:**

Name of Bidder :

**1. General:**

Name of Banker			
Address of Banker	Telephone	Contact person and Title	
	Fax	Mobile	
Financial information	Previous three financial years (Rs. In lac)		
	2019-20	2020-21	2021-22**
1. Net Worth			
2. Working Capital			
3. Total Assets			
4. Current Assets			
5. Total liabilities			
6. Current liabilities			
7. Profits before taxes			
8. Profits after taxes			

Copies of the audited financial statements with profit and loss accounts for the last 3 years to be attached.

\*\*If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited. In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.

**2. Turn-over:**

Annual Turnover Data for last three financial years	
Year	Turnover in Rs. Lac.
2019 – 2020	
2020 – 2021	
2021 – 2022**	

**Note:** All individual companies must complete the information in this form. The information supplied should be the annual supply turnover in terms of the amount billed to clients for each year for works executed during each of the last 3 years.

\*\*If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited. In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.



**3. Source of Financing:**

Source of Financing	Amount (Rs.)
1.	
2.	
3.	

**1. Certificates:**

CERTIFICATE	YES	NO
Visa, MasterCard & NPCI network (all three) certification for EMV contact and contactless /Dual Interface (DI) card manufacturing-(Mandatory)		
Visa, MasterCard & NPCI network (all three) certification for EMV contact and contactless/NCMC /Dual Interface (DI) card personalization -(Mandatory)		
PCI-DSS, VAPT certificate, PA-DSS, ISO-(Mandatory)		
Sales Tax registration, VAT, BST/CST Certificate		
Valid ESIC , PF , Prof Tax Certificate, Income Tax PAN/ TIN		
Any Other certificate required as a part of Regulatory guidelines/compliance.		

Note: Provide details & attach attested copies of relevant documents for items answered ‘Yes’ above.

**2. Experience record in providing similar EMV contact and contactless /Dual Interface (DI) card related services to top 5 Customers:**

Sr. No	Nature of work	Name of the Bank/ Organisation	Service being provided and volumes handled
1			
2			
3			
4			
5			

Note: Provide copies of work orders and proof of supply clearly mentioning the card variants and quantity supplied/ personalized. Work orders and proof of orders will be verified, if required.

**3. Equipment available for undertaking the services requested under this RFQ:**

Sr. No	Equipment details (Make, model, year of purchase etc.)	Number of machines	Daily capacity	Any other detail
1				
2				
3				
4				
5				

#### 4. Eligibility Criteria compliance and relevant proof for reply with 'YES'

Sr.	Financial and other Requirement to be met by the Bidder	Supporting required	Complied (Yes/NO)	Supporting Submitted
1	Should be a Government Organization/ PSU/ PSE or a partnership/ proprietorship/ public/ private limited company duly registered with taxation and other authorities in India	Certificate of Incorporation/ Certificate of commencement and other relevant documents		
2	The bidder or bidder's holding company should have average turnover of Rs.75.00 crores in the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22** from the business from Indian operations. The copies of audited Profit & Loss accounts and Balance Sheets with auditor's note to be submitted.	Audited Financial statements for the financial years 2019-20 , 2020-21 & 2021-22** AND CA Certificate  **If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited. In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.		
3	The bidder should be profit making institution for at least 2 years out of last 3 financial year's i.e. 2019-20, 2020-21 & 2021-22** with a positive net worth. A copy of audited balance sheets and profit & loss for the immediate previous three years must be submitted with the technical offer.	Audited Financial statements for the financial years 2019-20, 2020-21 & 2021-22** AND CA Certificate.  **If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited. In this scenario Audited Financial statements for the		

		financial year 2018-19, 2019-20 and 2020-21 are to be submitted.		
4	Bidder should have all required statutory licenses / registration like GST/CST /BST /VAT, factory license/ Shop establishment license, TIN etc.	Copy of relevant document		
5	The bidder should have an experience of at least Three (3) years for supply / Personalization of EMV chip based / Debit banking Cards of Visa, MasterCard & RuPay network. Bidder should have supplied and personalised at least 1,00,00,000 (One Crore) for EMV contact / contactless/NCMC /Dual Interface (DI)/ Combo Card / Photo card of Visa/ MasterCard/ RuPay network as on the date of submission of bid to any public sector banks/ Private sector Banks /Co-operative Bank in India. The supply of NCMC Debit Card variants shall be of at least 25 lacs during the period from April 2021 to March 2022 as on date of submission of bid to one or more Public Sector Banks / Private Sector Banks / Co-operative Banks in India.	Copy of relevant documents, certificates from the organisations clearly indicating the card volumes handled, services provided etc. Clear documentary proof relating to execution of the order is to be submitted. Data to be submitted for the last two financial year (01.04.2020 to 31.03.2022).		
6	A VISA, MasterCard and NPCI certified EMV contact and contactless/NCMC /Dual Interface (DI)/Combo card / Wearables / Metal Cards vendor having necessary infrastructure for personalization of EMV / DI debit cards, as on the date of this RFQ.  The bidder should be duly certified continuously by Master Card, VISA and NPCI (RuPay) during previous three years (FY 2019-20 and FY 2020-21 and FY 2021-22, i.e. from April 01, 2019 till date of submission of bid) without any disqualification for Chip (EMV & DI – NCMC qSparc for RuPay) and Magnetic Stripe cards personalization as on date of submission of response to this RFQ.	Copy of relevant certifications		

7	A bidder should be VISA, MasterCard and NPCI certified EMV Contact and Contactless / Dual Interface (DI)/ NCMC card / Wearables / Metal Cards plastic vendor in India having necessary in-house infrastructure for card personalization and making ready for dispatch of EMV contact and contactless/ dual Interface (DI) debit cards, as on the date of this RFQ. The bidder should preferably have their own base production facility located in India or should have proper arrangements with suppliers to ensure card production /Procurement within 4 weeks maximum.	Copy of relevant certifications.		
8	Bidders should be capable of personalizing EMV contact and contactless/ Dual Interface (DI)/NCMC /Combo Card/ Photo debit cards / Wearables / Metal Cards up to 15 lacs in a month and minimum 75,000 per day.	Copy of relevant document/ self-declaration		
9	The Bidder should not have been blacklisted, disallowed to continue work or organization has engaged other vendor after placing work order for the reasons attributable to bidder by any Government department/ PSU/ PSE/ Banks in India at the time of submitting the tender.	Self-declaration as per part II, point IV above		
10	The bidder should not have been convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFQ. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.	Undertaking from the bidder		
11	As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. Further, all bidders to submit an "Integrity Pact" as per Appendix J on non-judicial stamp paper of requisite value.	"Integrity Pact" as per Appendix J on non-judicial stamp paper of Rs. 200/-		

12	The bidder should have business redundancy and business continuity plan.	Copy of Business Continuity Plan (BCP) to be submitted.		
13	The bidders should have their Senior Management Personnel, based in India to handle project implementation, complaint resolution. etc.	List & contact details of India bases Senior Management Personnel.		
14	The bidder should have supplied for at least three years to one or more Indian scheduled commercial bank (s); Reference of satisfactory work from the client Banks should be attached format Annexure B.			

We confirm having complied with all the prescribed eligibility criteria of the RFQ.

Yours faithfully,

**SIGNATURE**

**(Name & Designation, seal of the firm)**

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

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



**DECLARATION**

I / We, the undersigned, do hereby declare that the statements made in the pre-qualification questionnaire forms and in the required attachments are true and correct.

The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Bank of Baroda to verify this Statement or regarding competence and general reputation of our company.

While submitting this bid, we certify that:

- 1) Price in the bid has been arrived at without agreement with any other bidder of this RFQ for restricting competition.
- 2) We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- 3) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFQ.
- 4) The rates quoted by us in the commercial bid, cover all the activities as defined in the RFQ and subsequent pre-bid clarifications / modification/ revisions advised by Bank of Baroda in writing, without any exception.

We undertake to comply with the terms and conditions of the RFQ and subsequent pre-bid clarification / modifications / revisions advised by Bank of Baroda in writing.

**We also accept that in the event of any information / data / particulars provided by us proving to be incorrect, Bank will have the right to disqualify us from the bid/ cancel the order at any stage.**

**We understand that Bank may reject any or all of the offers without assigning any reason whatsoever.**

\_\_\_\_\_  
(Signed by an Authorized Officer of the Company)

\_\_\_\_\_  
(Title of Officer)  
(Name of Company)  
(Date)

## Annexure B: Reference Details

	Reference 1	Reference 2	Reference 3
Name of the Bank/Client (with whom the Bank may interact for obtaining references)			
Address of the Bank/Client			
Contact Details (At least two contacts are to be provided for each reference)			
<b>Contact 1</b> Name			
Designation			
Landline no			
Mobile no			
E-mail id			
<b>Contact 2</b> Name			
Designation			
Landline no.			
Mobile no.			
E-mail id			
Services start from			
Services end date, if any			
Brief details of the Services provided (like card plastic supply, personalization, collateral's administration etc.)			
Force Majeure Notice issued, if any, during the previous 3 years, i.e. FY 2019-20, 2020-21 and 2021-22, and till date.			

Yours faithfully,

SIGNATURE

(Name & Designation of signatory, seal of the Company)

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

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

**The Chief Manager,  
Debit Card Operations  
Digital Operations Group,  
Bank of Baroda,  
Baroda House, 5<sup>th</sup> floor  
S.V. Road, Jogeshwari West  
Mumbai - 400 102**

Dear Sir,

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

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

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

Please strike off whichever is not applicable

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

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

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or,

if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

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

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFQ and the Office Memorandum and Order.

Dated this.....by .....2022.

Yours faithfully,  
Authorized Signatory  
Name:  
Designation:  
Vendor's Corporate Name  
Address  
Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2. ....
3. ....
4. ....

## Annexure D: Pre Bid Queries Format

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

The Chief Manager (Digital Operations Group)  
 Bank of Baroda,  
 5th Floor, Baroda House,  
 Behind Dewan Shopping Centre,  
 S V Road, Jogeshwari (West)  
 MUMBAI - 400 102

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

1. Name of the Respondent/Bidder:
2. Date:
3. Contact Person from Respondent/Bidder in case of need:  
 Name:  
 Designation:  
 Email ID:  
 Tel/Mobile No:

Sr. No.	Page No. of RFQ	Clause No.	Original RFQ Clause	Bidder's Query
1				
2				
..				

All queries/clarifications requested must be in writing and should be forwarded by the authorized person of bidder in the above format in MS-EXCEL work book. The queries to be e-mailed to: [debitcard.bcc@bankofbaroda.com](mailto:debitcard.bcc@bankofbaroda.com) with the queries enclosed as attachment in above mentioned format.

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

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

## Annexure E: Conformity Letter

The Chief Manager,  
Debit Card Operations  
Digital Operations Group  
Bank of Baroda,  
Baroda House, 5<sup>th</sup> floor  
S.V. Road, Jogeshwari West  
Mumbai - 400 102

Date:

Dear Sir,

**Re: Bank's RFQ no. BCC:DB:108:DC/1 for Selection of Vendor for Supply, Printing & Personalization of chip based EMV contact, Contactless/NCMC/Combo Card/ Photo Card/Dual Interface (DI) Debit cards / Metal Cards / Wearables including related collaterals and administration**

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

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

Yours faithfully

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



## Annexure F: PRE CONTRACT INTEGRITY PACT

### General

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

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

Between

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

and

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

#### Preamble

BOB is \ one of the nationalized PSU Bank having its presence through its 9500+ of branches and 100+ administrative offices throughout India and 25+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

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

#### Section 1 - Commitments of BOB

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

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

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

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

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

## Section 4 - Compensation for Damages

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

## Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Bidders / Subcontractors**

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

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

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

### **Section 8 - Independent External Monitor**

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

or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

### Section 9 Facilitation of Investigation

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

### Section 10 - Pact Duration

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

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

### Section 11 - Other provisions

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

BUYER	BIDDER
Name of the Officer:	Chief Executive Officer
Designation:	
Department:	
Witness	Witness
1. _____	1. _____
2. _____	2. _____

## Annexure G: NON-DISCLOSURE AGREEMENT

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for Qualification (RFQ). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

NDA format is provided below.

**(On the Letterhead of the bidder)**  
**Strictly Private and Confidential**

**The Chief Manager,  
Debit Card Operations  
Digital Operations Group,  
Bank of Baroda,  
Baroda House, 5<sup>th</sup> floor  
S.V. Road, Jogeshwari West  
Mumbai - 400 102**

[Date]

Dear Sir,

### Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Qualification (RFQ) for **Supply, Printing & Personalization of chip based EMV contact, Contactless/ Dual Interface (DI) Debit cards / Metal Cards / Wearables including related collaterals and administration**, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFQ and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:

- To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFQ floated for Engagement of selected bidder;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
  - To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
    - For the purpose of a disclosure permitted by item 5 above; and
    - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
  7. This Agreement shall not apply to Confidential Information that:
    - Is in the public domain at the time it is acquired by us;
    - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
    - Is already in our possession prior to its disclosure to us; and
    - Is independently developed by us.
  8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
  9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
  10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
  11. Unless the bank otherwise agree in writing, bidder's duty to protect Confidential Information expires one year from termination / expiry of this Agreement.
  12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

## INDEMNITY

1. We hereby agree to indemnify and keep bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or ours employees and shall immediately reimburse and pay to bank on demand all damages, loss, cost, expenses or any charges that bank may sustain suffer, incur or pay in connection therewith.
2. We acknowledge that a breach of our obligations under this undertaking could cause irreparable harm to the bank for which monetary damages may be difficult to ascertain or an inadequate remedy. We therefore agree that the bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

## Termination and Survival

1. The terms of this Agreement shall be for 36 months unless terminated by BOB with thirty days prior written notice to Company, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.



2. Unless the BOB otherwise agree in writing, Company duty to protect Confidential Information expires three years from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall be remain confidential forever or until such time when the Company no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

## **GOVERNING LAW AND JURISDICTION:**

The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by BOB. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under. The place of Arbitration shall be at Mumbai. The language of arbitration shall be English and the courts at Mumbai shall have the exclusive jurisdiction to try any matters arising from this Agreement.

## **SEVERABILITY**

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

## **NO LIABILITY**

Company understands and agrees that neither the BOB nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability whatsoever to Company or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

## **MISCELLANEOUS**

No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

This Agreement is in addition to any prior written agreement between BOB and Company relating to the subject matter of this Agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.

This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by BOB and Company.

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

Yours sincerely

Signature and Stamp of Company

**[Authorized Signatory (same as signing the proposal) – Bidder]**

Name:  
Position:  
Date:

We have read this Agreement fully and confirm our agreement with its terms

**Annexure H: Compliance to RFQ terms & conditions**

Sr. No.	Description of major items as detailed earlier in the RFQ	Compliance (Yes/No)	Remarks if any shortfall / condition
1	Eligibility Criteria		
2	Scope of work		
3	Terms of execution of work		
6	Technical specification/details provided		
8	Erasures or alterations, if any, in the proposal submitted		
9	Offer validity period as per requirement		
10	Right to alter quantity terms acceptable		
15	Manuals & documentation to be provided as specified		
16	Pre-delivery factory inspection terms acceptable		
17	Repeat order terms acceptable		
18	Dispute Resolution terms acceptable		
19	All other terms and conditions specified in the RFQ are acceptable.		

Signature,

(Name & Designation, seal of the firm)

## Annexure I: Guidelines for submission details & E-tendering

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

Sr. No.	Section Heading	Performa Given
1	RFQ Submission	Annexure A
2	Reference Details	Annexure B
3	Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure.	Annexure C
4	Pre Bid Queries Format	Annexure D
5	Conformity Letter	Annexure E
6	PRE CONTRACT INTEGRITY PACT	Annexure F
7	NON-DISCLOSURE AGREEMENT	Annexure G
8	Compliance to RFQ terms & conditions	Annexure H

### 1. Guideline for E-TENDERING

#### 1.1. General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

RFQ responses received after the deadline for lodgement of RFQs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFQ submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFQ. The Bank has no liability to any Respondent who lodges a late RFQ response for any reason whatsoever.

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

**Helpdesk Contact No.: +91-11-49424365**

**email: [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com)**

Primary Contact Number

Mr. Krunal Mahajan : +91-8800907637

Alternate Contact Numbers

Mr. Sandeep Gautam : +91-8800496478

Mr. Kamal Mishra : +91-8800115821

Contact No. for other activities

Registration Help Desk : +91-11-49424365

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com))

☐ e-procurement queries : +91-11-49424365

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com))  
*Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.*

## 1.2. Downloading of Tender Document

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

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFQ.

## 1.3. Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

## 1.4. Do's and Don'ts for Bidder

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

## 1.5. Guidelines to Bidders for Electronic Tendering System

### 1.5.1. Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB). The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### 1.5.2. Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per *Indian Information Technology Act, 2000*. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.



### 1.5.3. Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement: Windows 7 & above
- Browser Requirement (anyone from following)

Microsoft Internet Explorer (IE) version 11 and above  
Mozilla Firefox - Latest version  
Google Chrome - Latest version

#### Browser settings

1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.

#### Supported File Types

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
2. Files with .EXE, .PSD extensions are not allowed
3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free

#### Minimum System Configuration

1. CPU speed of 2.0 GHz
2. USB Ports
3. 2 GB of System Memory (RAM)
4. Anti-virus software should be enabled and updated regularly

#### Requirement of utility software

1. Java Run Time Engine (JRE – 1.8.0) or higher.
2. Microsoft Office 2003 with MS Word and MS Excel
3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

## 1.6. Steps to participate in the e-Tenders

### 1.6.1. Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### 1.6.2. Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading.

### 1.6.3. Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

1.6.4. Close for Bidding: After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

1.6.5. Online Final Confirmation: After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.

1.6.6. Short listing of Bidders for Commercial Bidding Process: The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

1.6.7. Opening of the Commercial Bids: The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.

1.6.8. Tender Schedule (Key Dates): The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

**1.7. Important Points:** The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.