

Addendum to following Annexure:

1. Annexure 02 - Eligibility Criteria
2. Annexure 12 – Scope of Work with Technical Requirements Details
3. Section 1.11 – Payment Terms

Clarification of Pre-bid queries is enclosed as “Annexure-A”.

All other Terms & Conditions are same as per our RFP for Supply, Implementation and Maintenance of Payment Hardware Security Modules (HSM) Bid Number: GEM/2023/B/3396516 dated 28th April 2023.

Clause in RFP.

Sr. No.	Existing Clause	Modifications / Changes made to Clause
1	<p>..... Annexure 02 - Eligibility Criteria A. General 1. Bidder must be a Government Organization / PSU / PSE / Partnership firm / LLP or Private / Public limited company in India at least for the last 5 years (As on RFP date).</p>	<p>..... Annexure 02 - Eligibility Criteria A. General 1. Bidder must be a Government Organization / PSU / PSE / Partnership firm / LLP or Private / Public limited company in India at least for the last 5 years (As on RFP date). In case of acquisition/ demerger, credentials related to finance and experience of the previous organization may be considered.</p>
2	<p>..... Annexure 02 - Eligibility Criteria B. Financial B-2. Below clause is applicable for the Bidder (Other than OEM) The bidder must have registered an average annual turnover of Rs. 10 Crore or above (from Indian operation only) during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies). *If financial statements of any bidder for 2021-22 is unaudited, bidder can submit audited financial statements of 2018-19, 2019-20 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.</p>	<p>..... Annexure 02 - Eligibility Criteria B. Financial B-2. Below clause is applicable for the Bidder (Other than OEM) The bidder must have registered an average annual turnover of Rs. 10 Crore or above (from Indian operation only) during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies). *If financial statements of any bidder for 2021-22 is unaudited, bidder can submit audited financial statements of 2018-19, 2019-20 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited. In case of acquisition/ demerger,</p>

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	<p>.....</p>	<p>credentials related to finance and experience of the previous organization may be considered.</p> <p>.....</p> <p>.....</p>
3	<p>.....</p> <p>Annexure 02 - Eligibility Criteria</p> <p>B. Financial</p> <p>B-3. Below clause is applicable for the OEM and Bidder both</p> <p>The OEM and Bidder both should be Net profit-making entity continuously for the last three years i.e. financial years – 2019-20, 2020-21 and 2021-22*</p> <p>OR</p> <p>The net worth of the bidder and OEM should be positive as on last financials date and should not have eroded by more than 30% in the last three years.</p> <p>*If financial statements of any bidder or OEM for 2021-22 is unaudited, bidder can submit audited financial statements of 2018-19, 2019-20 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>.....</p> <p>Annexure 02 - Eligibility Criteria</p> <p>B. Financial</p> <p>B-3. Below clause is applicable for the OEM and Bidder both</p> <p>The OEM and Bidder both should be Net profit-making entity continuously for the last three years i.e. financial years – 2019-20, 2020-21 and 2021-22*</p> <p>OR</p> <p>The net worth of the bidder and OEM should be positive as on last financials date and should not have eroded by more than 30% in the last three years.</p> <p>*If financial statements of any bidder or OEM for 2021-22 is unaudited, bidder can submit audited financial statements of 2018-19, 2019-20 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.</p> <p>In case of acquisition/ demerger, credentials related to finance and experience of the previous organization may be considered.</p> <p>.....</p> <p>.....</p>
4	<p>.....</p> <p>Annexure 02 - Eligibility Criteria</p> <p>B. Experience & Support Infrastructure</p> <p>1. The Bidder / OEM should have supplied, Installed and provided support for at least -2- no's of proposed HSM device in past 3 years (as on RFP date) to Commercial Banks / Financial Institutions in India.</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>.....</p> <p>Annexure 02 - Eligibility Criteria</p> <p>B. Experience & Support Infrastructure</p> <p>1. The Bidder / OEM should have supplied, Installed and provided support for at least -2- no's of proposed HSM device in past 3 years (as on RFP date) to Commercial Banks / Financial Institutions in India.</p> <p>In case of acquisition/ demerger, credentials related to finance and experience of the previous organization may be considered.</p> <p>.....</p> <p>.....</p>

Sr. No.	Existing Clause	Modifications / Changes made to Clause
5	<p>.....</p> <p>Annexure 12 - Scope of Work with Technical Requirements Details</p> <p>A. Brief Description</p> <p>.....</p> <p>34. The vendor will deploy engineers for the installation of Hardware and migration activities as part of the project till the completion of the project.</p> <p>.....</p>	<p>.....</p> <p>Annexure 12 - Scope of Work with Technical Requirements Details</p> <p>A. Brief Description</p> <p>.....</p> <p>34. Vendor need to deploy engineer onsite during the planned scheduled installation and migration activity once the HSMs are delivered.</p> <p>.....</p>
6	<p>.....</p> <p>1.11 Payment Terms</p> <p>.....</p> <p>The method and conditions of payments to the successful bidder shall be:</p> <ul style="list-style-type: none"> ➤ 70% of the cost of Payment HSM plus 100% of taxes including GST at actuals after delivery. ➤ 18% of the cost of Payment HSM after one month of successful installation and satisfactory functioning. <p>SNR case - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 60 days beyond date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. Payment of 18% of the total cost of HSM after two months post-delivery.</p> <ul style="list-style-type: none"> ➤ Balance 12% of the cost of Payment HSM would be payable in year 4 and year 5 on submission of satisfactory service report from Bank's project manager. The payment for balance 12% will be divided into four equal instalments for year 4 & year 5 and paid half-yearly in 	<p>.....</p> <p>1.11 Payment Terms</p> <p>.....</p> <p>The method and conditions of payments to the successful bidder shall be:</p> <ul style="list-style-type: none"> ➤ 70% of the cost of Payment HSM plus 100% of taxes including GST at actuals after delivery. ➤ 20% of total cost after one month of successful installation and satisfactory functioning. <p>SNR case - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 60 days beyond date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority on the Bank's dependencies like site is not ready etc. However, in such a case vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. Payment of 20% of the total cost of HSM after two months post-delivery.</p> <ul style="list-style-type: none"> ➤ Balance 10% of the total cost of Payment HSM would be payable on completion of 5 years warranty period or against Bank Guarantee (BG) in the format enclosed by a scheduled commercial bank in India other than Bank of Baroda. Value of BG should be of an equivalent amount and valid

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	<p>advance from the start of 4th year warranty period.</p> <p>The invoices for claiming the payment should be submitted along with the following documents:</p> <p>1 Hardware Payment:</p> <p>A. For 70% Payment Claim</p> <p>a) Original delivery challans dully stamped and signed by the Bank Official.</p> <p>b) Confirmation letter from OEM mentioning the serial number of the Payment HSMs supplied to the Bank are covered under five years back to back warranty support.</p> <p>c) Complete inventory details including Serial Numbers of the Payment HSM supplied along with all components & licenses (i.e. Operating System etc. if any)</p> <p>B. For 18% Payment Claim</p> <p>a) Original Installation Report dully stamped and signed by the Bank Official and by project manager from vendor side.</p> <p>b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.</p> <p>c) Complete inventory details along with Serial Numbers linked with Asset Tag of Payment HSM delivered against each PO at ordered delivery locations.</p> <p>C. For 12% Payment Claim</p> <p>a) Satisfactory service report from Bank's project manager. The payment for balance 12% will be divided into four equal installments for year 4 & year 5 and paid half-yearly in advance from the 4th year warranty period.</p> <p>.....</p> <p>.....</p>	<p>for the period of 63 months.</p> <p>The invoices for claiming the payment should be submitted along with the following documents:</p> <p>1 Hardware Payment:</p> <p>A. For 70% Payment Claim</p> <p>a) Original delivery challans dully stamped and signed by the Bank Official.</p> <p>b) Confirmation letter from OEM mentioning the serial number of the Payment HSMs supplied to the Bank are covered under five years back to back warranty support.</p> <p>c) Complete inventory details including Serial Numbers of the Payment HSM supplied along with all components & licenses (i.e. Operating System etc. if any)</p> <p>B. For 20% Payment Claim</p> <p>a) Original Installation Report dully stamped and signed by the Bank Official and by project manager from vendor side.</p> <p>b) Installation Sign-off report and confirmation from Bank officials regarding satisfactory working of HSM or in case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.</p> <p>c) Complete inventory details along with Serial Numbers linked with Asset Tag of Payment HSMs delivered against each PO at ordered delivery locations.</p> <p>C. For 10% Payment Claim</p> <p>a) Original invoice for balance 10% claim</p> <p>b) Bank Guarantee for an equivalent amount valid for a period of 63 months or after completion of 5 years warranty period.</p> <p>.....</p> <p>.....</p>

Format of Bank Guarantee for early release of retention money

To

Chief General Manager (IT)
Bank of Baroda,
Baroda Sun Tower
Bandra Kurla Complex,
Bandra (E), Mumbai 400028

Dear Sir,

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

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

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

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

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

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

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty

period), or until discharged by BOB in writing.

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

(c) This Guarantee shall not be affected by any change in the constitution of the Bidder by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

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

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

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

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

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

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

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

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (three months after the date of expiry of the warranty).

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

Dated this day of..... 201 at

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

Authorized Signatory in favor of the Bank

Designation

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
1	Annexure 12 - Scope of Work with Technical Requirements Details: A. Brief Description (Point 29, Page no. 69)	The bidder shall replace the parts with original spares of the original brand/make/model. A working HSM or peripheral will have to be provided by the vendor to facilitate temporary replacement.	We request the Bank to relax the clause to The bidder shall replace the parts with original spares of the original brand/make/model incase if the device goes faulty. Considering the HSM replacement process happens through RMA process by the OEM. Vendor will not be in a position to provide any spare HSM until the same is provided by the OEM / replacement process is completed. However, as bidder we can assure the bank that we will work and ensure the RMA process is completed successfully.	No change. Bidder has to adhere to the SLA committed in the agreement.
2	1.5 Delivery (Page no. 12)	All the deliverables should be delivered within 10 weeks from the date of issuance of purchase order by the successful bidder	We request the Bank to change the delivery timeline to 16 weeks. We can assure the bank speed up the delivery timeline. However, considering current commitment form OEM standard delivery timeline is 16-18 weeks. We request the Bank to amend the clause	No Change. Though bidder may submit an undertaking from OEM that existing HSMs of Bank will be supported free of cost in case they are unable to meet the delivered timeline of 10 weeks.

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
3	1.2 Project overview and Scope (Page no. 10)	If Bank of Baroda shifts any of the sites to a new location, the successful bidder shall continue to provide respective services from the new location including decommissioning of the required equipment from the current location and commission the items at new location	Successful bidder shall provide the required support in uninstalling and reinstalling. However, bank has to arrange for the shipment of the HSMs to the new location if required so Further, de-installation and re-installation activity shall be provided by the vendor at a mutually agreed cost	No Change. Shipment to new location will be managed by the Bank. Vendor shall provide support & services as per the Scope defined without any additional cost to the Bank.