

**REQUEST FOR PROPOSAL FOR EMPANELMENT OF IBA APPROVED SECURITY FORM PRINTERS FOR PRINTING & DISPATCH OF NON PERSONALISED CHEQUE BOOKS, DEMAND DRAFTS, BANKERS CHEQUES, TERM DEPOSIT RECEIPTS, ETC. WITH PRINTER'S PAPER FOR -2- YEARS**

**Bank of Baroda,  
Stationery & Security Forms Section  
Operations and Services Department.  
Head Office, 7th Floor, Baroda Bhavan,  
R C Dutt Road, Alkapuri,  
Vadodara - 390 007(Gujarat)  
(0265- 2316759/2316772/2316773/2316774/2316789)**

**RFP Reference: HO:STN & SF:116:171 Dated 01-03-2024**

**[A] Important Dates:**

#	Particulars	Timeline
1	RFP Issuance Date	01-03-2024
2	RFP Coordinator Name, Contact details (Bank)	The Chief Manager, Stationery & Security Forms Dept Phone - 0265- 2316759/2316774)
3	Pre-bid Meeting details	<ul style="list-style-type: none"> <li>o Last date &amp; time to submit prebid queries is 06-03-2024 by 11.00 A.M.</li> <li>o Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 06-03-2024 at 4.00 P.M.</li> <li>o Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:stationery.ho@bankofbaroda.com">stationery.ho@bankofbaroda.com</a> along with pre-bid queries.</li> <li>o 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> </ul>
4	Last Date of Submission of RFP Response (Closing Date)	22-03-2024 by 11.00 A.M.
5	Tender Evaluation process	It is a three stage process Stage 1 :- Technical évaluation (based on the documents submitted) Stage 2 :- Factory Visit Stage 3 :- Commercial Bid Evaluation
5	Eligibility Cum Technical Bid Opening Date	22-03-2024 at 1.00 P.M. Mode: Offline/Microsoft Teams 1. The meeting will be held offline/online through. Microsoft Teams) 2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on <a href="mailto:stationery.ho@bankofbaroda.com">stationery.ho@bankofbaroda.com</a> id <u>after RFP submission time is over</u>
6	Commercial Bid	The commercial bids of only those Bidders who will qualify in Stage1 & Stage 2 will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Tender Fee	Rs.25000/- + 4500 (GST @18%) = Rs. 29500/- by way of Demand Draft in favour of Bank of Baroda payable at Vadodara
8	Total Cost of the Project (for 3 years)	Rs.12,00,000/- (Rupees Twelve Lakhs only)
9	Bid Security (Earnest Money Deposit)	Rs.24,000/- (Rupees Twenty Four Thousand only) by way of DD/Bank Guarantee other than Bank of Baroda.
10	Mode of bid submission	Mode: Offline

**[B] Important Clarifications:**

- Please note that all the information required needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Tender Fee and Earnest Money Deposit as specified in this document.
- The information provided by the bidders in response to this RFP document will become the property of BOB and will not be returned. BOB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

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

**Following terms are used in the document interchangeably to mean:**

Sr No	Term	Meaning
1.	The Bank/BOB	Bank of Baroda
2.	RFP	Request for Proposal
3.	Recipient/Respondent/Bidder	Printer submitting application in response to this RFP
4.	Bid	RFP response documents prepared by the Bidder and submitted to the Bank
5.	EMD	Earnest Money Deposit
6.	BCP	Business Continuity Plan
7.	SLA/NDA/ Contract	the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
8.	Vendor/Service Provider/Printer	The Bidder who participates in the RFP for empanelment and featuring in the empanelled list of printers for the Bank.
9.	Services	All services, scope of work and deliverables to be provided by Bidder as described in the RFP and includes provision of assistance, support, and other obligations of the Vendor covered under this RFP
10.	Non PCBs	Non Personalized Cheque Books
11.	DD/BC	Demand Drafts/bankers Cheques
12.	TDR	Term Deposit Receipts

**Please note:**

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

Explanation—

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

**Confidentiality:**

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

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## 1. INTRODUCTION

- 1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8000+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.
- 1.2 Bank of Baroda, (hereinafter referred to as BOB/the Bank) a Body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Head Office at Alkapuri, Baroda-390007, Registered at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, hereinafter referred to as the 'Bank' which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for

### **"EMPANELMENT OF SECURITY FORM PRINTERS FOR PRINTING & DISPATCH OF PERSONALISED CHEQUE BOOKS WITH PRINTER'S PAPER FOR -2- YEARS"**

## 2. PROJECT OVERVIEW AND SCOPE OF WORK

- 2.1 This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a Bidder for **"EMPANELMENT OF SECURITY FORM PRINTERS FOR PRINTING & DISPATCH OF NON PERSONALISED CHEQUE BOOKS, DEMAND DRAFTS, BANKERS CHEQUES, TERM DEPOSIT RECEIPTS, ETC. WITH PRINTER'S PAPER FOR -2- YEARS"**
- 2.2 The objective of this Request For Proposal is to select IBA approved security printers who are eligible, interested and capable of supplying on time, different types of **Security Forms as mentioned in Annexure '15'** and capable and willing to undertake the job of printing **in Zones/States of the Bank where their printing units are located.**
- 2.3 The detail scope of work is mentioned in the Annexure 12. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

### 2.4 GEOGRAPHICAL COVERAGE & DELIVERY:

As branches of the Bank are spread across the entire country, for better operational efficiency they have been classified into 18 zones. The allocation of Zones amongst empanelled vendors for their IBA approved printing units within the Zone will be the objective of the Bank. PAN INDIA single rate Quote is invited for the following centers:-

Sr. No.	Name of the Zone	State/UT Covered	IBA approved Printing Unit preferably located at any of the following locations
1.	AHMADABAD ZONE	GUJARAT	GUJARAT MAHARASHTRA
2.	BARODA ZONE		
3.	RAJKOT ZONE		
		DADRA& NAGAR HAVELI AND DAMAN & DIU (UT)	
4.	BHOPAL ZONE	MADHYA PRADESH	MAHARASHTRA

Sr. No.	Name of the Zone	State/UT Covered	IBA approved Printing Unit preferably located at any of the following locations
		CHATTISGARH	
5.	MUMBAI ZONE	MAHARASHTRA (Mumbai Metro & nearby Mumbai)	
6.	PUNE ZONE	Other Parts of Maharashtra & Goa	
7.	BENGALURU ZONE	KARNATAKA	ANDHRA PRADESH KARNATAKA TAMIL NADU TELANGANA
8.	MANGALURU ZONE		
9.	CHENNAI ZONE	TAMIL NADU	ANDHRA PRADESH KARNATAKA TAMIL NADU TELANGANA KERALA
		PUDUCHERRY (UT)	
10.	HYDERABAD ZONE	ANDHRA PRADESH	
		TELANGANA	
11.	ERNAKULAM ZONE	KERALA	
12.	CHANDIGARH ZONE	CHANDIGARH (UT)	PUNJAB DELHI HARYANA UP
		HARYANA	
		HIMACHAL PRADESH	
		JAMMU & KASHMIR (UT)	
		PUNJAB	
13.	JAIPUR ZONE	RAJASTHAN	
14.	NEW DELHI ZONE	HARYANA (Nearby Delhi)	
		NCT of DELHI (UT)	
		UTTAR PRADESH (Nearby Delhi)	
15.	LUCKNOW ZONE	UTTAR PRADESH (Eastern Part of the state)	
16.	MEERUT ZONE	UTTAR PRADESH (Western Part of the state)	
		UTTARAKHAND	
17.	KOLKATA ZONE	ANDAMAN NICOBAR (UT)	JHARKHAND WEST BENGAL
		ARUNACHAL PRADESH	
		ASSAM	
		MANIPUR	
		MEGHALAYA	
		MIZORAM	
		NAGALAND	
		SIKKIM	
		TRIPURA	
WEST BENGAL			
18.	PATNA ZONE	BIHAR	



Sr. No.	Name of the Zone	State/UT Covered	IBA approved Printing Unit preferably located at any of the following locations
		JHARKHAND	
		ODISHA	

However, the above Zone-wise classification and state-wise details are only illustrative and not conclusive and the Bank reserves the right to change / modify / reallocate the areas as per its requirements based on the volume of the cheques / for smooth functioning thereof with the aim for better customer service. The same cannot be challenged on any grounds like loss of business etc.

Security Printers will have to print from their printing units located in the Zone allotted to them after empanelment and also from the location advised by the Bank as a part of BCP, if the situation so warrants.

### 3. Contract & validity Period

**The contract is valid for a period of two years from the date of execution of Service Level Agreement. However, the Bank also reserves the right to extend the period of contract with the successful bidders for a period not exceeding one year on or before the expiry of validity period as above (or may discontinue the contract if work is not as per the prescribed specification and within the time period set by the Bank).**

The successful bidder shall be required to execute necessary agreement and document along with security deposit within a period of 15 working days from the date of issuance of letter of intent or purchase order of proposal by the Bank & if the said agreement is not completed within the aforementioned period then the same shall be treated as breach of contract and as such the EMD shall be forfeited.

### 4. PRE-QUALIFICATION CRITERION FOR SUBMISSION OF BID

**BIDDER MUST SUBMIT AND COMPLY WITH ALL THE ELIGIBILITY CRITERIA (AS MENTIONED BEOW). NON-COMPLIANCE OF ANY OF THE FOLLOWING CRITERIA WILL RESULT IN THE REJECTION OF THE BID AND CORRESPONDING PRICE BID SUBMITTED BY THE BIDDER SHALL BE RETURNED WITHOUT ANY FURTHER SCRUTINY.**

S.N.	Eligibility Criteria	Documents to be submitted in support of Eligibility Criteria	Whether Complied (Yes/No)
1	Must be an <b>IBA approved</b> Security Form Printer	Certificate given by IBA should be enclosed (For all locations)	
2	The Bidder should be a Corporation Organization/PSU/PSE/Private/Public Limited Indian Company/Partnership/LLP/ Proprietorship firms under Indian	Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by	

	Laws. The Bidder shall submit the certificate of Incorporation along with the Technical Bid in respect of this requirement.	Register of Companies along with Memorandum & Articles of Association and full address of the registered office.	
<b>3</b>	The Bidder should have achieved the following during last three financial years i.e. 2020-21, 2021-22,2022-23:  a. Domestic annual financial turnover of Rs. 10.00 lakhs on account of printing of security forms i.e. Non Personalized Cheque books, Demand drafts, Bankers Cheques.etc  b. Minimum tangible Networth of Rs.50.00 lakhs in all three financial years  c. Bidder should be Profit making firm (Net profit)	Copy of the Audited Balance Sheet for 2020-21, 2021-22 2022-23.  Bidder to provide certificate from CA certifying the annual Turnover from printing of security forms, if the item not mentioned specifically in the Balance sheet.	
<b>4</b>	Bidder Should not be a NPA holder in any Bank/Financial Institution.	Credit Report of the bankers should be attached	
<b>5</b>	Printer shall not be defaulter to any tax/Govt. Authorities/statutory dues etc.	Bidder should submit an undertaking on their letter head.	
<b>6</b>	Must have executed order of minimum <b>40,00,000 (Forty Lakhs) leaves of Personalized /Non personalized cheques /DDs /BCs of Commercial Banks)</b> for any one of the financial years during the period of 2020-21, 2021-22 and 2022-23	Certificates given by respective Banks to be submitted.	
<b>7</b>	Must have in-house all infrastructure / software to print cheques with all requisite features including VOID pantograph and UV logo of Bank as per new "CTS -2010" standard /guidelines.	Declaration on letter head regarding infrastructure & VOID pantograph verification is to be submitted - Enclose Xerox copy of printed Instruments.	
<b>8</b>	Must have IT enabled infrastructure for receiving purchase order & submitting response files through SFTP/MoveIT	Certificates from client banks for usage of IT Infrastructure for sharing of purchase order and response files are being shared through SFTP/MoveIT.  Details on letter head of their existing IT infrastructure.	

9	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs.)	Letter of confirmation from Bidder	
10	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.	Undertaking as per Annexure 3 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder)	
11	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation from Bidder.	
12	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.	Letter of confirmation from Bidder	
13	Printer should have necessary security arrangements like CCTV cameras, Fire extinguishers, electronic doors, frisking/checking and searching of staff/visitor at the time of entry and exit.	Letter of confirmation from Bidder	

**Note: Documents supporting / confirming the above mentioned data must be submitted by the bidder without any deviation. Failure to submit above mentioned documents will disqualify the bidder from further process.**

(Note – Certificates sought as above should be in the name of bidder. Third party certificates will not be accepted)

## 5. BIDDING PROCESS:

Bank of Baroda, Stationery & Security Forms Department, Head Office, Vadodara invites Sealed Tenders on two-bid system from IBA approved Security Form Printers having experience of at least -5- years in printing Bank's security forms and fulfilling all other terms mentioned in this notice for

(A) Empanelment of Security Form Printers to print and dispatch Non Personalized Cheque Books, Demand Drafts, Banker's Cheques, Term Deposit Receipts for a period of -3- years with Printer's Paper and

(B) Rates of printing and dispatch of Non Personalized Cheque Books, Demand Drafts, Banker's Cheques, Term Deposit Receipts, etc. for -3- years.

प्रधान कार्यालय : लेखन सामग्री एवं संरक्षित फार्म विभाग, सातवाँ तल, बड़ौदा भवन, अलकापुरी बड़ौदा-390 007, भारत  
Head Office: Stationery & Security Forms Department, 7th floor, Baroda Bhawan, Alkapuri, Baroda - 390007, India  
फोन/Phone: (0265) 2316759/2316774 ई-मेल/E-mail: stationery.ho@bankofbaroda.com

Printers having sound technical and financial capacity for empanelment to print and dispatch personalized cheque books as mentioned in this tender document may apply as under:

Tender shall be submitted duly filled in all respects in two bid system in the following manner:

**Envelope No.1** (Tender Fee, EMD, Mandatory Information for Pre-qualification - Technical Bid):

Particulars	Favoring	Amount	DD/BC/Bank Guarantee
Tender Fee (Non-Refundable)	Bank of Baroda	Rs.25,000/- + Rs.4500/- (GST @ 18%) = Rs.29500/-	Shall be deposited in the form of Demand Draft or Banker's cheque payable at Baroda
Earnest Money Deposit (Refundable)	Bank of Baroda	Rs.24,000/-	Estimated Cost of project for Three years is Rs.12,00,000/- . (EMD is calculated on the 2% of the total cost of the project. EMD can be deposited by means of a Demand Draft/Pay Order in favour of BANK OF BARODA and payable at Vadodara which shall be retained for 180 days (or) by submission of Bank Guarantee as per Annexure 6." for a period not less than 180 days from the last date of submission of the bids

The Bidder must submit the mandatory information strictly in Bank's prescribed format **as per Annexure-1** Technical pre-qualification of the bidder will be based on the mandatory information and supporting documents submitted along with the tender as well as Bank's scrutiny and spot inspection of work of the bidder.

**Envelope No.1 must not contain price bid. In case, Price Bid is found in Envelope No. 1 or in case the envelope of Price Bid is found to be open (Not Sealed), then the Bidder shall be disqualified and Bid shall be returned without any further scrutiny.**

**Envelope No.2 (Price Bids- Financial Bids):**

**Price Bid must be submitted in prescribed format as per Annexure-15. Bids submitted in any other format will be disqualified.**

**No tender shall be considered unless the Tender Fee & Earnest Money are so deposited along with the Technical Bid in Envelope No. 1. Please note that Tender Fee is non-refundable.**

**No interest shall be paid on Earnest Money Deposit. The Earnest Money of Bidders, who are not empanelled will be refunded without any interest, soon after the decision of empanelment.**

The Earnest Money Deposit, of successful bidder, deposited with the bank shall be returned only after the execution of necessary Agreement and upon depositing the Security Deposit in the form of Fixed Deposit or Bank Guarantee as mentioned in "Security Deposit" clause.

EMD may be forfeited in the event of withdrawal of bid during the period of bid validity (which shall be for 180 days from date of submission of Tender) or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

## 6. Bid Security (Earnest Money Deposit)

6.1 Bidders are required to give an earnest money deposit of an amount as mentioned in Point No 5 above at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee (Annexure 6 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 6 months.

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

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

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - ▶ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
  - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

6.2 **Unsuccessful Bidder's** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

### Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro & Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption.

To qualify for EMD and tender fee exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that

if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

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

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

### **7. PERFORMANCE GUARANTEE (SECURITY DEPOSIT)**

7.1 The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in **Annexure - 14** to the extent of 5% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.

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

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

7.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

### **Methodology for Arriving at Security Deposit is as under:**

For arriving at L-1 rate, the following weightage formula will be applied for all items (as mentioned in Annexure15I). It is compulsory to quote rates for all the items.

Sr. No.	Name of Security Forms	Allotted Weightage (In points/percentage)	
		For Printing on Printer's Paper	For Delivery
1	SB & SB-NRE Cheque Book (10 Leaves)	15	
2	Current/ Cash-Credit Cheque Book (50 Leaves)	18	
3	Banker's Cheque continuous leaves (Without carbon & Advice copy)	12	
4	Demand Draft continuous leaves (Without carbon & Advice copy)	18	

5	Foreign DD (Open) continuous leaves <b>(With carbon &amp; Advice copy)</b>	4	20
6	GBP-Demand Draft continuous leaves <b>(With carbon &amp; Advice copy)</b>	1	
7	USD-Demand Draft continuous leaves, <b>(With carbon &amp; Advice copy)</b>	1	
8	TDR-CONTINUOUS LEAVES <b>(With carbon and record copy)</b>	10	
9	FCNR-CONTINUOUS LEAVES <b>(With carbon and record copy)</b>	1	

For example:

Sr. No. (A)	Name of Security Forms (B)	Quoted Rate		Allotted Weightage		Eligible Rate (G= (C*E)+(D*F))
		For Printing (In Rs. Per 1000 Leaves) (C)	For Delivery (in Rs. for 1.5 Kg) (D)	For Printing (In points) (E)	For Delivery (In points) (F)	
1	SB & SB-NRE Cheque Book (10 Leaves)	150	50	15	20	3250
2	Current/Cash-Credit Cheque Book (50 Leaves)	100		18		2800
3	Banker's Cheque continuous leaves <b>(Without carbon &amp; Advice copy)</b>	500		12		7000
4	Demand Draft continuous leaves <b>(Without carbon &amp; Advice copy)</b>	550		18		10900
5	Foreign DD (Open) continuous leaves <b>(With carbon &amp; Advice copy)</b>	525		4		3100
6	GBP-Demand Draft continuous leaves <b>(With carbon &amp; Advice copy)</b>	575		1		1575
7	USD-Demand Draft continuous leaves, <b>(With carbon &amp; Advice copy)</b>	600		1		1600

8	TDR-CONTINUOUS LEAVES (With carbon and record copy)	500		10		6000
9	FCNR-CONTINUOUS LEAVES (With carbon and record copy)	300		1		1300
			<b>TOTAL</b>			<b>37525</b>

The lowest sum of total from sr. no. 1 to 9 (G1 to G9) will be declared as L-1.

#### **8 SUB - CONTRACTING:**

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

#### **9 SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT:**

9.1 The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) as per the Annexure 19, which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

9.2 All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

#### **10 COMPLIANCE WITH LAWS:**

10.1 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.

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

#### **11 TERMINATION:**

**11.1** Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason. The Bank may terminate the subsequent agreement without assigning any reason in the specified events.



- 11.2 At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this 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 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.
- 11.3 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 of the contract

## **12 GRIEVANCE REDRESSAL AND DISPUTE RESOLUTION:**

12.1 Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the \_\_\_\_\_ Officer at \_\_\_\_\_ it may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

The General Manager,  
Operations & Services Dept.  
Baroda Bhavan, 7th Floor,  
R C Dutt Road, Alkapuri,  
Vadodara 39007

### **DISPUTE RESOLUTION:**

12.2 The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.

12.2 If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

12.3 If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

12.4 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 who shall act as the chairman of the proceedings.

12.5 The seat and place of arbitration shall be Vadodara/Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

12.6 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.

### **13 GOVERNING LAWS:**

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

### **14 PREVENTION OF CORRUPT AND FRAUDULENT PRACTICES:**

14.1 As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure 16 of this RFP.

14.2 Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

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

14.3 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.

14.4 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.

### **15 AUTHORIZED SIGNATORY:**

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

### **16 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:

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

## **17 RIGHT TO REJECT BIDS:**

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

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Tender Fee and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax/email
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

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

## **18. INFORMATION SECURITY CLAUSES**

Successful Bidder have to comply with the Information and cyber security controls given in the Annexure 18 on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The Successful Bidder shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

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

## **19. GENERAL TERMS AND CONDITIONS**

19.1 The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being

agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

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

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

**19.4 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.

**19.5 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.

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

**19.7 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 RFP document.

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

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

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

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

19.9 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.

19.10 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.

19.11 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent’s RFP response has been accepted or rejected. The Bank is

not obliged to provide any reasons for any such acceptance or rejection.

- 19.12 All responses received after the due date/time as mentioned in “[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 19.13 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank’s decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in “[A] Important Dates - RFP Coordinator”
- 19.14 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 19.15 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 19.16 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response.
- 19.17 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.
- 19.18 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 19.19 Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document. .
- 19.20 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 RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 19.21 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.
- 19.22 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.
- 19.23 The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 19.24 Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 19.25 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.
- 19.26 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.
- 19.27 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.
- 19.28 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.
- 19.29 Responses to this RFP 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.
- 19.30 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 obligation to the bidder, and a different bidder may be selected based on the selection process.
- 19.31 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 19.32 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any

services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

- 19.33 The bidder covenants and represents to the Bank the following:
- 19.34 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- 19.35 It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 19.36 The execution, delivery and performance under an Agreement by bidder:
- 19.37 Will not violate or contravene any provision of its documents of incorporation;
- 19.38 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;
- 19.39 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;
- 19.40 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.
- 19.41 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 19.42 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 19.43 The Bank reserves the right to extend the dates for submission of responses to this document.
- 19.44 **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.
- 19.45 **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.
- 19.46 **No Commitment to Accept Lowest bid or Any Tender** – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this

Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of 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

- 19.47 **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.
- 19.48 **Price Discussion** – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 19.49 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 19.50 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.
- 19.51 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 for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 19.52 RFP responses received after the deadline for lodgment of RFPs 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 RFP 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 RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

## 20 Abide with the universal human rights and banks Code of Ethics-

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics.

The successful bidder shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour



Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct

## **21 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.

The bidder agrees and undertakes and ensures that the bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB. Please note that the confidentiality obligations shall survive the expiry or termination of the RFP / agreement between the bidder and the Bank.

## **22 DISCLAIMER**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

**TECHNICAL BID (PROFORMA)**

**Mandatory information required for pre-qualification of the bidder for empanelment of Security Form printers. (Note: This is a proforma containing mandatory questions to be replied in details. So please use sufficient paper sheets / additional sheets required to furnish your details)**

No.	Description	Details (If printing facility / ies i.e. press /factories) are at different locations, please mention details of location-wise printing facilities for Personalized Cheque books.
1	Name of the Bidder	
2	Year of Establishment	
3	Constitution (Proprietorship/ Partnership/ Pvt. Ltd. / Public Ltd.)	
4	<b>Financial Information</b> a) Domestic Turnover in INR for last 3 years towards direct sales in Printing & dispatch of Security Forms. b) Operating Profit in INR for last 3 years. c) Tangible Net Worth (TNW) for Last 3 years.	
4	Office Address – (with name of contact person, Telephone, Mobile & Fax numbers) E-mail address	
5	Press (Factory/ies) Address-(with name of contact person, Telephone, Mobile & Fax no.& E-Mail Address). ALL BRANCHES	
6	Area in Sq.ft. of Office & Factory building. Whether owned or rented, please specify.	
7	Name & addresses of Proprietor / Partners / Directors ( <b>Attach self attested KYC documents</b> )	
8	Registration number and date with Registrar of Companies / Firms PAN number(Attach copy) GST Number(Attach copy)	
9	Whether ISO certificate obtained (reply “Yes” or “No”) (Attach copy in case of “Yes”)	
10	Whether all printing related activities done at one place or at different places (reply “Yes” or “No”). If “No”, please give details of IBA	

	Approved Printing locations (Attach Approvals of IBA and other supporting documents)	
11	Bankers and their address	
12	Whether you have in-house four colour sheet fed offset printing machines (reply “Yes” or “No”)	
13	Whether you have in-house four colour web offset printing machines (reply “Yes” or No”)	
14	Whether you have in house “VOID” pantograph and “UV” printing software and other requirements available (reply “Yes” or “No”) (attach cancelled instrument and its photo copy	
15	No. of Printing Machines: Make & year of purchase: Type: Capacity: Colour handling capacity: Speed in printing number of Personalized Cheque leaves per day. If more than one factory at different location, give the details of each factory	
16	<b>Binding facilities</b> Details of binding & pinning machines Capacity of binding in number of cheque books having 15 & 50 leaves per day	
17	List of successfully completed works, with details, / <b>Bank certificate</b> of total leaves of <b>All Security Forms including Non PCB/PCBs, DD, BC etc.</b> printed during the last three years with details <u>as on 31<sup>st</sup> March, 2023</u> . (Please use separate sheets giving full details viz. Client’s name, quantity and name of item printed, during which period printing work done <u>etc.</u> ).	
18	List of successfully completed works, with details, / <b>Bank certificate</b> of total leaves of <b>security forms (Non PCB, DD, BC, TDR etc.</b> printed during last three years with details <u>as on 31<sup>st</sup> March, 2023</u> . (Please use separate sheets giving full details viz. Client’s name, quantity and name of item printed, during which period printing work done <u>etc.</u> ).	

19	Since when you are on approved panel of IBA, Approval of IBA is valid up to what date _____(Submit Copies of IBA Approvals)	
20	Empanelment with other Bank (Please specify) : (Attach certificates of Banks confirming Empanelment)	
21	(a)Has your Company and/or Associates under taken any work for Bank of Baroda or its subsidiaries(Please, give details): (b)Have you ever been disqualified or levied penalty by Bank of Baroda or any other Bank in India for non-fulfilment of contractual obligations? If yes, please, provide details in brief.	
22	Have you ever been Black listed or banned by any <u>Public / Private</u> Sector Bank? If yes, please provide details.	

Bidder has to submit a certificate from authorized signatory in following format.

“I/we confirm that we have never been black listed by any bank and to the best of my/our knowledge the information provided above is correct and any concealment of facts will lead to my/our disqualification at any stage by the Bank.

I / We also enclose herewith Demand Draft / Banker’s Cheque of Rs.29,500/- (Including 18% GST) payable at Vadodara as a tender fee (non-refundable) and Rs. 24,000/- (Rs. Twenty Four only) as EMD in form of Bank Guarantee favoring “Bank of Baroda”, and having details as under:

Particulars	Tender Fee-Rs. 25000/- + 4500/- GST	EMD-Rs. 24000/-
Name of Issuing Bank		
Issuing Branch		
Date of Instrument/Guarantee		
Instrument/Guarantee No.		

I/We have read and understood the terms and conditions in the tender document including the process of technical short listing.

I/We certify that the details provided about the firm and the documents enclosed are correct and we are liable to be disqualified in case any information therein is found to be false at any stage of the tender process.

The undersigned is a duly authorized representative of the company/firm to sign these documents and also to enter into negotiations/agreements with the bank.

Date:

Place: (Signature with stamp of firm / seal of Co.)”

**Note:** Please sign in full with stamp of Firm / seal of Company on all pages of “Technical Bid” including additional sheets / annexure attached thereto including documents mentioned at (a) to (h) above.

Please refer “Specifications” and other sections given in this tender document before filling in rates and cost.

Please do not change/alter the format. Quote as per format only. Quotation with illegible writing, cutting and overwriting will be rejected.

## Evaluation Terms

### 1. Evaluation process

A three stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Eligibility Cum Technical Bid (Based on the documents submitted)
- ▶ Stage 2 – Factory visit
- ▶ Stage 3 – Commercial Bid Evaluation

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

The bidders who will qualify in Stage 1 based on the documents submitted as per Prequalification criteria defined in Section 4 (page no 10-11) will be considered for evaluation in Stage 2 and the bidders who will qualify in both stages 1 & Stage 2 will be considered for evaluation under stage 3.

### **TENDER OPENING PROCESS:**

The cover containing Envelope No.1 & 2 so received shall be opened before Committee of Executives of the Bank at Head Office, Baroda on **27-03-2024** in Bank's Conference Room situated at 7th Floor, Baroda Bhawan Building, R C Dutt Road, Alkapuri, Vadodara and thereupon, the committee will open the Envelope No.1 (containing Technical Bid) in the same meeting. Representatives of Bidder may be present during opening of Bid. However, bids would be opened even in the absence of any or all of the bidder's representatives.

Only those bidders (printers) would be qualified in stage 1 in terms of pre-qualification criteria (as mentioned in Section no 4 (page no 10-11)) & Technical Bid proforma (Annexure 1) given in this Tender Notice. Will be considered for evaluation under Stage 2 i.e. Factory Visit.

Factory inspection proforma enclosed as per Annexure 17 Bidder has to score 60 marks out of 100 to qualify for evaluation under Stage 3 i.e. Commercial Evaluation.

The bidders who will qualify in Stage 1 & Stage 2 will be considered for evaluation under Stage 3 i.e. price bid.

During the Bank's inspection, if it is found that the submitted data (as detailed in pre-qualification criteria & Technical Bid Proforma) is deviating from the actuals, bids of those bidders will be rejected without further scrutiny.

### TENDER/BID VALIDITY:

The bid submitted by the bidders will be valid for the period of 180 days from the date of opening of price bid. The L-1 price as quoted by the Bidder and accepted by the bank shall be valid for the entire contract period.

### Stage 1 : Eligibility cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S.N.	Eligibility Criteria	Documents to be submitted in support of Eligibility Criteria	Whether Complied (Yes/No)
1	Must be an <b>IBA approved</b> Security Form Printer	Certificate given by IBA should be enclosed (For all locations)	
2	The Bidder should be a Corporation Organization/PSU/PSE/Private/Public Limited Indian Company/Partnership/ LLP/ Proprietorship firms under Indian Laws. The Bidder shall submit the certificate of Incorporation along with the Technical Bid in respect of this requirement.	Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.	
3	The Bidder should have achieved the following during last three financial years i.e. 2020-21, 2021-22,2022-23: <ul style="list-style-type: none"> <li>a. Domestic annual financial turnover of Rs.10.00 lakhs on account of printing of security forms i.e. Non Personalized Cheque books, Demand drafts, Bankers Cheques.etc</li> <li>b. Minimum tangible Networth of Rs.50.00 lakhs in all three financial years</li> <li>c. Bidder should be Profit making firm (Net profit)</li> </ul>	Copy of the Audited Balance Sheet for 2020-21, 2021-22 2022-23.  Bidder to provide certificate from CA certifying the annual Turnover from printing of security forms, if the item not mentioned specifically in the Balance sheet.	
4	Bidder Should not be a NPA holder in any Bank/Financial Institution.	Credit Report of the bankers should be attached	
5	Printer shall not be defaulter to any tax/Govt. Authorities/statutory dues etc.	Bidder should submit an undertaking on their letter head.	

6	Must have executed order of minimum <b>40,00,000 (Forty Lakhs) leaves of Personalized /Non personalized cheques /DDs /BCs of Commercial Banks)</b> for any one of the financial years during the period of 2020-21, 2021-22 and 2022-23	Certificates given by respective Banks to be submitted.	
7	Must have in-house all infrastructure / software to print cheques with all requisite features including VOID pantograph and UV logo of Bank as per new "CTS -2010" standard /guidelines.	Declaration on letter head regarding infrastructure & VOID pantograph verification is to be submitted - Enclose Xerox copy of printed Instruments.	
8	Must have IT enabled infrastructure for receiving purchase order & submitting response files through SFTP/MoveIT	Certificates from client banks for usage of IT Infrastructure for sharing of purchase order and response files are being shared through SFTP/MoveIT.  Details on letter head of their existing IT infrastructure.	
9	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs.)	Letter of confirmation from Bidder	
10	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.	Undertaking as per Annexure 3 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder)	
11	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation from Bidder.	
12	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.	Letter of confirmation from Bidder	
13	Printer should have necessary security arrangements like CCTV cameras, Fire extinguishers, electronic doors, frisking/checking and searching of staff/visitor at the time of entry and exit.	Letter of confirmation from Bidder	



The technical bids of only those bidders who qualify the above mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability as per Annexure 13.

Bidder should submit below mentioned Annexures along with above mentioned documents

1. **Annexure - 03** : Declaration/undertaking from bidder regarding applicability on procurement from bidder of a country which shares land border with India as per order no . 6/18/2019-PPD dated 23-04-2020 issued by MOF
2. **Annexure – 04** : Tender Fee letter
3. **Annexure – 05** : Bid security letter
4. **Annexure – 06** : EMD Bank guarantee
5. **Annexure – 07** : Undertaking from bidder
6. **Annexure – 09** : Conformity Letter
7. **Annexure – 10** : Non Disclosure Agreement
8. **Annexure – 11** : Undertaking of Information Security
9. **Annexure – 12** : Project details scope of Work
10. **Annexure – 16** : Pre contract Integrity pact
11. **Annexure – 18** : Information /Cyber Security Controls for Service Providers (SPs)
12. Signed copy of RFP

### **Stage 2 : Factory Visit**

Factory inspection proforma enclosed as per Annexure 17. Bidder has to score 60 marks out of 100 to qualify for evaluation under Stage 3 i.e. Commercial Evaluation.

### **Stage 3 : Commercial Bid Evaluation**

The commercial bids of only those bidders who qualify in both stages i.e. Stage 1 & Stage 2 will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.

#### **1. METHOD ARRIVING L-1 RATE:**

For arriving at L-1 rate, the following weightage formula will be applied for all items . It is compulsory to quote rates for all items and same for PAN INDIA:-

For example:

Sr. No. (A)	Name of Security Forms (B)	Quoted Rate		Allotted Weightage		Eligible Rate (G=(C*E)+(D*F))
		For Printing (In Rs. Per 1000 Leaves) (C)	For Delivery (in Rs. for 1.5 Kg) (D)	For Printing (In points) (E)	For Delivery (In points) (F)	
1	SB & SB-NRE Cheque Book (10 Leaves)	150	50	15	20	3250
2	Current/Cash-Credit Cheque Book (50 Leaves)	100		18		2800
3	Banker's Cheque continuous leaves (Without carbon & Advice copy)	500		12		7000
4	Demand Draft continuous leaves (Without carbon & Advice copy)	550		18		10900
5	Foreign DD (Open) continuous leaves (With carbon & Advice copy)	525		4		3100
6	GBP-Demand Draft continuous leaves (With carbon & Advice copy)	575		1		1575
7	USD-Demand Draft continuous leaves, (With carbon & Advice copy)	600		1		1600
8	TDR-CONTINUOUS LEAVES (With carbon and record copy)	500		10		6000
9	FCNR-CONTINUOUS LEAVES (With carbon and record copy)	300		1		1300
			<b>TOTAL</b>			<b>37525</b>

The lowest sum of total from sr. no. 1 to 9 (G1 to G9) will be declared as L-1.

\*The Rate should be exclusive of GST as applicable.

#### Important Notes:

प्रधान कार्यालय : लेखन सामग्री एवं संरक्षित फार्म विभाग, सातवाँ तल, बड़ौदा भवन, अलकापुरी बड़ौदा-390 007, भारत  
 Head Office: Stationery & Security Forms Department, 7th floor, Baroda Bhawan, Alkapuri, Baroda - 390007, India  
 फोन/Phone: (0265) 2316759/2316774 ई-मेल/E-mail: stationery.ho@bankofbaroda.com

- After concluding as per the above formula on the basis of quoted rates as per Annexure-15, Bank will declare L-1 bidder.
- It is compulsory to quote rates for all items as mentioned above in Annexure-15.
- Bank at its sole discretion may split the work between L1 & L2 in the ratio of 60:40 in case of L2 matching the rate of L1 and in case L2 & L3 matching the rate of L1 the work may be distributed in the ratio of 50:30:20. If none of the bidder matches L1 rate then 100 % work order will be given to L1 vendor.
- The Bid documents should be accompanied with a declaration as given in Annexure – 3
- Detailed specification of printing and paper requirement are given in Annexure -12.
- Detailed terms and conditions are given in Annexure 12 of this document.

#### **d. Commercial Bids Terms**

- a. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered.
- b. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- c. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- d. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- e. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- f. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the

requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

- g. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- h. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- i. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

**e. Price Comparisons**

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
  - ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
  - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- c. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

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

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

To  
The General Manager,  
Stationery & Security Forms Dept.,  
Bank of Baroda Head Office,  
Baroda Bhavan,  
R C Dutt Road, Alkapuri  
Vadodara - 390007

Sir,

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

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

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

Please strike off whichever is not applicable

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

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

Further 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 subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]"

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

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

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

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder'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)

Tender Fee Letter

To,  
General Manager  
Operations & Services Dept  
Head Office,  
Baroda Bhavan  
RC Dutt Road, Alkapuri,  
Vadodara - 390007

Sir,

**Sub: RFP FOR** \_\_\_\_\_

We ..... having our registered office at ..... (herein after called the 'BIDDER') are offering Tender Fee as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** By way of DD/BC

**DD/BC Issuing Bank:** \_\_\_\_\_

**Instrument No.** \_\_\_\_\_

Beneficiary name. \_\_\_\_\_

Payable at \_\_\_\_\_

The details of Micro and Small Enterprises (MSE) / Startups Certificate (if Tender Fee not applicable) to be enclosed.

Dated this.....by .....20

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

**Bid Security Letter**

To,

General Manager  
Operations & Services Dept  
Head Office,  
Baroda Bhavan  
RC Dutt Road, Alkapuri,  
Vadodara - 390007  
Sir,

**Sub: RFP FOR** .....

We ..... having our registered office at  
..... (herein after called the 'BIDDER') are offering Earnest  
Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Bank Guarantee (BG)

**BG Issuing Bank:** \_\_\_\_\_

**BG Number & Date** \_\_\_\_\_

**BG Validity** \_\_\_\_\_

The details of Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if  
EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the BG not received as per details furnished  
above.

Dated this.....by .....20

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**



**Pro forma for Bank Guarantee in lieu of EMD**

To,

Date DD-MM-YYYY

Bank of Baroda

.....

**Dear Sir,**

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

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

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under

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

11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
  - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
  - ii) this Bank Guarantee shall be valid up to and including the date ..... and
  - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

**Undertaking from the Bidder**

To,

General Manager  
Operations & Services Dept  
Head Office, Baroda Bhawan  
RC Dutt Road, Alkapuri,  
Vadodara - 390007

Sir,

**Sub: RFP FOR -----.**

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".  
(b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
  - i. Name and Address of the Agent - .....(please specify NA if not applicable)
  - ii. Amount and Currency in which Commission paid / payable - .....(please specify NA if not applicable)
  - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - .....(please specify NA if not applicable)
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Pre-Bid Queries Form

S.N	Clause No.	Page No	Query

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

Conformity Letter

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

To  
General Manager  
Operations & Services Dept  
Head Office, Baroda Bhavan  
RC Dutt Road, Alkapuri,  
Vadodara - 390007

Sir,

**Sub: RFP FOR** -----.

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

**NON DISCLOSURE AGREEMENT**

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for Proposal (RFP). 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 General Manager**  
**Bank of Baroda,**  
**Stationery & Security Forms Department, HO,**  
**7<sup>th</sup> Floor, Baroda Bhavan,**  
**R C Dutt Road, Alkapuri,**  
**Vadodara,**  
**Gujarat – 390007**  
Date :-

Dear Sir,

**Non-Disclosure Agreement**

We acknowledge that during the course of bidding for Request for Proposal (RFP) for "....." 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 RFP 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 RFP floated for Engagement of consultant;
  - 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 advisors for the purposes of our seeking advice. Such professional advisors 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 Vadodara 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.

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

**Undertaking of Information Security**

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

To  
General Manager  
Stationery & Security Forms Dept  
Head Office, Baroda Bhavan  
RC Dutt Road, Alkapuri,  
Vadodara - 390007

Sir,

**Sub: RFP FOR -----**

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

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

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

**Project Details Scope of Work**

**1. DETAILS OF PRINTING/PAPER ETC:**

Description of Item	Printing and Dispatch of Non Personalized Current Account / Cash Credit Account Cheque Books containing -50- leaves and Savings Bank Cheque Books containing -10- leaves with all inserts and window envelope.
Art-work	Art-work for cheque leaf, all inserts and envelope will be provided by Bank in soft copy.
Printing	<p>Cheques are to be printed in multi-colours as per the art-work provided.</p> <p><b>Note:-</b></p> <ul style="list-style-type: none"> <li>• All type of Cheques including Banker's Cheques and Demand Drafts shall be printed on 95 GSM MICR paper AS PER CTS-2010 STANDARD specified by RBI / IBA / Bank. MICR Security Paper (-95-GSM) with water marks of Bank's Logo and name in Hindi &amp; English and "CTS- INDIA" for Cheques, Banker's Cheques and Demand Drafts shall be arranged by Bidder as per the requirement (<b>MICR Paper should be procured from IBA Approved Security Paper Supplier by the Bidder &amp; Bank will not provide MICR Paper</b>). All cheques including Banker's Cheques and Demand Drafts shall be printed with branch name and also having "VOID" pantograph and three Bank's UV logo. FCNR &amp; TDR continuous leaves would be printed without branch name. Printing will be as per Bank's design. Art-work shall be provided in soft-copy.</li> <li>• <b>Size of FCNR continuous leaves and Term Deposit Receipt (TDR)</b> continuous leaves would be 9"x 5.5" i.e. -2- leaves would be printed on one continuous leave of 9" x 11".</li> </ul> <p>For both these items, <b>paper would be -105- GSM parchment paper</b> of IBA approved "A" grade paper manufacturing mill and advice copy would be -60- GSM white cream wove paper. The cost of papers specified for FCNR/TDR shall be borne by the bidder/printer.</p> <ul style="list-style-type: none"> <li>• <b>Specification of Foreign DD (GBP):</b> Specifications for printing and paper of these DDs should be as per the UKPA (formerly known as APACS) standard applicable in UK.</li> <li>• <b>Specification of Foreign DD (USA):</b> Specifications for printing and paper of these DDs should be as per the CHIPS and the Federal Reserve's National Settlement Service (NSS) standard applicable in USA.</li> <li>• All present as well as any future guidelines related to CTS-2010 standards issued by RBI / NPCI / IBA are to be scrupulously followed by the bidder and any changes suggested by them shall be incorporated without charging any extra cost during the tenure of the contract.</li> </ul>

	<ul style="list-style-type: none"> <li>All security items are to be printed as per Bank's specification / design / art-work and proofs of the same to be submitted within -10- days from art-work given. Delay in submission of correct proof may attract penalty as per bank's discretion. <b><u>Thereafter it shall be sent to NPCI by bidder for approval. After approval from NPCI, bank will place work order.</u></b></li> <li>Printing Quality: MICR cheques including DDs/BCs to be printed in fugitive super sensitized inks (i.e. they react against with liquid / dry chemicals) as per RBI guidelines.</li> <li>In case RBI or Bank introduces some changes/additions in the contents of Cheque books or related formats/stationery, such changes/additions will be carried out at no additional cost during the tenure of the contract.</li> <li>All present as well as any future guidelines related to CTS-2010 standards issued by RBI / NPCI / IBA are to be scrupulously followed by the bidder and any changes suggested by them have to be incorporated without charging any extra cost during the tenure of the contract.</li> <li>Cheque-book cover, welcome letter, requisition slip, publicity leaf, record copy are also to be printed in Multi-colours.</li> <li>Proof of the same before finalizing printing to be submitted within -10- days from art-work given. Delay in submission of correct proof may attract penalty as per Bank's discretion.</li> </ul>
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**2. DETAILS OF CHEQUE PAPER, CHEQUE BOOK COVER, INSERTS AND ENVELOPE (FOR ITEM NO. 1 & 2 AS PER ANNEXURE-15) ARE AS UNDER:**

(a)	Cheque-book Cover	-170- GSM Art paper of "A" Grade Mill. Both side printing.
(b)	Cheque Paper	MICR -95- GSM Security Paper having Bank's water mark and CTS India water mark along with mandatory features prescribed by RBI & NPCI.
(c)	<b>Inserts</b>	
(c-i)	Welcome Letter	-70- GSM paper of "A" Grade Mill. Both side printing.
(c-ii)	Publicity leaf	-70- GSM art-paper of "A" Grade Mill. Both side printing.
(c-iii)	Requisition Slip	-70- GSM paper of "A" Grade Mill. Single side printing.
(c-iv)	Record slip	-70- GSM paper of "A" grade Mill. Both side printing. -2- sheets (both side printing) for -50- leaves cheque-book & -1- Sheet (both side printing) for -15- leaves cheque-book with window cutting at bottom to see cheque-numbers.

**3. Others:-**

- Dispatch details to be submitted through e-mail in bank's format immediately after dispatching to concerned Branches / Head Office. Dispatch details in hard copy to be submitted with bills for payment along with copy of waybill/docket/consignment no. of the transporter.

- **Packing:** The branch wise packets should be properly packed. A slip showing the contents be pasted outside enabling the recipient office to know the contents without opening the packet. There should not be any complaint from our Branches / Regional Offices for loose packing. Security forms should be packed in corrugated boxes covered with water proof stretchable plastic packing bags /gunny bags of which charge /cost is included in packing and forwarding charges.
- **Dispatch Instructions:**
  - A) The arrangement for dispatch and delivery of the consignments shall be done by the Printer and payment for the same shall be made by the Bank to the Printer itself.
  - B) Vendor will have to raise the bills with following declarations/enclosures and submit them to the Head Office, Baroda in this regard.
    - A copy of purchase order.
    - A copy of transit insurance policy.
    - A copy of delivery challan.
    - A copy of proof of dispatch.
    - Acknowledgement by the branches/offices.
  - C) Invoice should be drawn with the break-up of total amount indicating separately Taxes, Freight charges etc. Payment (after deduction of TDS and GST-TDS etc as applicable) will be made online centrally by Head Office, Baroda.
  - D) The Non-PCBs, DD & BC will be dispatched and delivered to Branches, TDR/FCNR will be dispatched and delivered to Regional Offices and Foreign DD will be delivered to Head Office, Baroda, unless advised otherwise.
  - E) The liability of proper delivery of Security Forms to the concerned Branches/Offices lies on the Approved Bidder.
  - F) **Minimum Chargeable weight:**
    - The concept of minimum chargeable weight is to be implemented for supply of security forms.
    - It is the Minimum weight to be charged by the Bidder for supply of security forms per consignment to Branches/Offices in PAN India.
    - If the weight of the consignment is greater than that of minimum chargeable weight then the Bidder shall charge on “Actual Weight” basis above the minimum chargeable weight.
    - The minimum chargeable weight is set at **1.5 Kg** per consignment.
  - G) Dispatch details viz. type of security form, quantity in number of leaves, distinguished instrument numbers with prefix, invoice number and date, delivery challan number and date, name of transporter / courier, LR /Docket number and date are to be invariably furnished by e-Mail to concerned Branch/Office immediately on dispatch of SF with a cc e-Mail to Head Office. List of e-mail IDs would be provided by the Bank. Non-adherence to the said instruction may affect delay in payment of bills of Printers and may also attract penalty @ 5% of the bill amount.
  - H) If the goods (Non-PCBs, Foreign DD, DD,BC and TDR/FCNR) are not delivered at destination, the transport company / courier will intimate to Bidder as well as destination Regional Office / Head Office for further instruction to ensure delivery. In no case any consignment should be misplaced during transportation.

Binding	Cheque book to be stapled with two wire pins. The binding and cutting of the book should be done aesthetically and there should be no visible defect in size, shape, stacking.								
Perforation & Stub	Perforation of all originals and copies, wherever required shall be in such a way that tearing force required is minimum and no portion of stub or form should tear off when detached from the book.  The perforated portion of the security form when detached from the book should have minimum deformity and should be in a straight line.								
Quantity	As per requirement of the branches. Minimum quantity <b>per branch</b> shall be as under :  <b>(1) For SF (With Branch name)</b> <table border="1" data-bbox="528 748 1294 954"> <tr> <td>SB (10 Leaves)</td> <td>100 Books</td> </tr> <tr> <td>CA, CC (50 Leaves)</td> <td>50 Books</td> </tr> <tr> <td>Demand Draft continuous leaves</td> <td>500 Leaves</td> </tr> <tr> <td>Banker's Cheque continuous leaves</td> <td>500 Leaves</td> </tr> </table> <b>2. For other SF (without Branch name),</b>  <b>FCNR &amp; Term Deposit Receipt continuous leaves -1000- Leaves</b>  <b>Foreign DD (Open), Foreign DD (GBP) &amp; USA DD continuous leaves – 500 Leaves.</b>	SB (10 Leaves)	100 Books	CA, CC (50 Leaves)	50 Books	Demand Draft continuous leaves	500 Leaves	Banker's Cheque continuous leaves	500 Leaves
SB (10 Leaves)	100 Books								
CA, CC (50 Leaves)	50 Books								
Demand Draft continuous leaves	500 Leaves								
Banker's Cheque continuous leaves	500 Leaves								

**Placement of Order**

**Orders will be placed by our different offices (Zonal Offices/RLBO) with all details viz. name of the branch , Quantity of security forms, address where the shipment is to be sent, etc. through SFTP/Movelt.**

Ad-hoc orders shall be placed on piecemeal basis as and when any branch/es demand for the same. Such orders may continue throughout the year due to various reasons like celebrations of any special campaign or launching of special product or increase in requirement due to increase in business of individual branch/es and even for new branches to be opened. Printer awarded the work has to pay full attention to such order though it may be in smaller quantity. Ad-hoc orders are required to be executed strictly within -21- days.

Bank may cancel the contract if orders remain unexecuted beyond 2 months from the due date of completion and in such case, the security deposit with the Bank shall be forfeited. Further, the Bank shall also claim for losses which occurs to the Bank due to breach of contract.

Quantity of various security forms of Regular (Annual) Order and Ad-hoc order for year 2022-23 and 2023-24 (up to 31st Decembers 2023), is given here under to consider approximate quantity of such work.

**Approximate Adhoc Orders placed for FY 2022-23 & 2023-24**

S.N.	Particulars	FY 2022-23 Quantity in leaves	FY 2023-24 (Up to 31-12- 2023) Quantity in leaves
1	Demand Drafts	488500	427500
2	Bankers Cheques	520800	172500
3	Term Deposit Receipts (TDR)	2790100	0
4	Non PCB SB 10 leaves	1000	0
5	Non PCB CA 50 leaves	100	0
5	FCNR	5000	
6	Foreign DD (Open)	0	3000
7	USD DD	0	5000
8	GBP DD	0	2000

Quantity given above is only for calculation purpose and may change (downward/upward) as per Bank's requirement and quality of services/product provided by the vendor.

<b>Awarding of Contract</b>	The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and the decision of the Bank will be final. Bank may allot the work to more than one security printer on L-1 rates and in such case the total quantum of work shall be divided amongst the printers as per requirement of the bank. Bank at its sole discretion may split the work between L1 & L2 in the ratio of 60:40 in case of L2 matching the rate of L1 and in case, L2 & L3 matching the rate of L1, the work may be distributed in the ratio of 50:30:20. If no other bidder matched L1 rate entire work order will be given to L1 bidder
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#### **4. PENALTY & LIQUIDATED DAMAGES**

- I. If the selected Bidder Firm fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right to recover penalty @ 10% a percentage of the contract value for non-performance / delayed performance / for the costs in respect of the uncovered trainings.
- II. Notwithstanding what so ever stated in para above, if the selected Bidder fails to adhere the time schedule or fails to complete the due performance of the obligations under this RFP as per Bank's satisfaction, then the Bank can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Bidder.
- III. The Penalty and Liquidated Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the Bank.
- IV. Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment. If the delay is attributable to the Bank, or Force Majeure, or any other circumstances beyond the control of the selected Bidder, then the bank will extend the period of contract to the extent of delay without charging any Penalty / Liquidated Damages.

#### **5. PAYMENT TERMS**

The terms of payment shall be as follows:

- a) No advance payment would be done against purchase order. Income Tax (TDS) & Work Contract Tax (WCT) etc. will be deducted at source as per the prevailing Tax Rules.
- b) 100% of the value of the undisputed PCB invoice shall be paid within one month form date of receipt of invoice along with original delivery proof duly signed by bank's authorized courier agency / bank's official.
- c) If any penalty is imposed for non-payment of octroi/local taxes etc. shall be borne by the vendor.



- d) If the work is not found to be of good quality as per the specification given by the bank then the Bank will have the right to apply penalty or make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.
- e) Bank will not give any assurance for payment of any non-conforming product supplied by vendor. The total lot or part of the defective lot will be rejected without paying any compensation. The vendor cannot claim for the non-conformance/rejected/non specification Welcome Kit supply to the Bank. No indemnity/assurance on payment will be given and vendor may stand to forfeit PBG according to gravity of the situation.
- f) Payment (after TDS & GST TDS etc. as applicable) will be made online centrally by HO, Baroda. Also payment invoices should be reflected in GSTR 2B, then only payment will be released.

## **6. TERMS & CONDITIONS:**

- a. If at any point of time after opening the tender it is found that the information in Technical Bid submitted by the bidder/s is false, the Financial Bid submitted by the said bidder, even though he is L-1 bidder, is liable to be rejected by the Bank and no orders will be placed with such bidder/s and the EMD amount deposited with the Bank shall be liable to be forfeited straight away.
- b. **Providing data through SFTP/Movelt platform must be available with the printer for sharing of data files of Personalized Cheque Book with the Bank.**
- c. **Printed Security Forms as well as printing under process material should be kept safe to avoid misuse/alteration.**
- d. The printer shall keep confidential all Art-work provided for printing of Security Forms. The relevant Art work will be returned or destroyed after completion of the contract as per instruction of the Bank.
- e. Bidder awarded printing order shall be required to execute Agreements / Indemnity Bonds as per Bank's format within a period of 15 working days, failing which the bank shall treat it as a breach of Contract And as such the EMD shall be liable to be forfeited and bank may further claim for damages before appropriate authority /court at the jurisdiction of Vadodara.
- f. **Please provide write up how the vendor will meet business continuity in case of any eventuality. Whether it has capability of continuing the operation in case of any breakdown/lockup etc.**
- g. Bank may transfer the order to other printer in case of delay / non-execution of order and Bank may allot quantity in part / full to other bidder/s with L-1 rate. The decision of the Bank will be final.
- h. Before printing the Cheque books for the first time, adequate number of specimen cheque leaves would be required to be forwarded to NPCI for testing the features of CTS-2010 standards. Report given by NPCI of such testing should be submitted to us.
- i. Bank is authorized to depute official from any branch / office for verification of printing of security forms at the press at any time. Any discrepancy found from the order placed will have to be rectified at printer's cost without prejudice to any rights/claims of Bank.
- j. **The printer will be required to arrange for inspection (at their cost) of their security printing unit by our officials during the printing process.**
- k. The payment to the printer shall be made by HO/any office as decided by the Bank after verifying the details of bills claimed by the printers.
- l. In case of any loss due to the breach of any agreed term & condition between the Bank & the printer then the printer shall be liable to indemnify for all the loss to the bank. Further the bank may initiate any appropriate proceeding before Appropriate Authority/ Court at jurisdiction of Vadodara only.

m. A Pre-contract Integrity Pact has to be submitted as per **Annexure 16**.

7. **Penalty:** Delay in supply of Cheque books will be viewed seriously and penalty as may be decided by Bank shall be imposed at the discretion of the Bank which may please be noted carefully. However, following minimum penalty will be imposed on printers :

Reason	Penalty
Rejection of cheques/DD/BC by MICR center on account of MICR ink or printing.	Rs. 750 per cheque book
Wrong printing (detected after dispatch) resulting in rejection of cheque book/DD/BC	Rs.1000 per record + cost of cheque book / Leaves
Wrong printing (detected after dispatch) with minor mistakes and not resulting in rejection of cheque book	Rs.125 per cheque book
Delay in delivery to speed post/courier up to 24 Hours (for Books)	Rs. 5 per cheque book
Delay in delivery to speed post / courier over 24 Hours (for Books)	Rs.10 per cheque book per day

**If the bidder who has been awarded with work contract, penalized two times or more during the period of contract, bank reserves right to review his performance and bank reserves right to terminate the contract with the said bidder and the work allotted to such bidder will be shared amongst remaining successful bidders who have been awarded work order at the discretion of the bank. In this regards Banks decision will be final.**

In case of breach of Terms/Conditions of the RFP & SLA (Service Level Agreement) the Bank in its sole discretion shall rescind the contract and actions like forfeiture of Earnest Money Deposit/ Security Deposit and delisting of name of printer from the panel of the Bank shall also be taken.

- n. All disputes are subject to Vadodara jurisdiction only.

**ANNEXURE 13**
**TECHNICAL EVALUATION CHART**

SL. NO.	PARAMETERS	Total Number	MAXIMUM MARKS	Evidence to be submitted
1	Domestic financial turnover on account of printing of security forms in last 3 financial years i.e.2020-21, 2021-22 & 2022-23 (10)	> 50 lakhs	10	Auditor's Certificate
		>25 lakhs ≤ 50 Cr	8	
		> 10 lakhs to ≤ 25 lakhs	6	
2	Net Worth in last 3 financial years i.e.2020-21, 2021-22 & 2022-23 (10)	> 50 lakhs	10	Auditor's Certificate
		> 10 lakhs ≤ 50 lakhs	8	
3	Net Profit in last 3 financial years i.e.2020-21, 2021-22 & 2022-23 (10)	Profit in all last 3 financial years with increasing trend	10	Auditor's Certificate
		Profit in all last 3 financial years	8	
4	No of IBA approved printing locations of the vendor (20)	More than One location	20	Certificate from IBA
		One Locations	15	
5	Experience of printing cheque books demand drafts, bankers cheques etc (20)	Experience past more than 6 years	20	Certificate from a customer with the total number of branches services
		Experience up to last 6 years	15	
		Experience up to last 3 years	10	
6	Number of security forms (cheques, DD, BC) printed (20)	More than 40 lakhs	20	Certificate from clients to be submitted
		>15 lakhs to 40 lakhs	15	
7	IT enabled infrastructure for receiving purchase order & submitting response files through SFTP (10)	Existing infrastructure which is being used in various banks	10	Clients Certificate
		No existing infrastructure	0	
	Maximum Marks		100	

Note – Certificates sought as above should be in the name of bidder. Third party certificates will not be accepted)

**Bidder has to score minimum 70 marks in total out of 100 marks to become technically qualified.**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

General Manager  
Operations & Services Dept  
Head Office, Baroda Bhawan  
RC Dutt Road, Alkapuri,  
Vadodara - 390007

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

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... for ..... (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

AND WHEREAS at the request of the Bidder, WE, ..... a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its ..... Office at ..... and a branch inter alia at ..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) ..... through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ....-(Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../- .(Rupees ..... only) as may be claimed by you on account of

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

- revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
- a. our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
- b. this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
- c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ..... day of ....., 20.....  
For and on behalf of  
Branch Manager  
Seal and Address

**COMMERCIAL/PRICE BID (PROFORMA)**  
**(To be submitted on company's letter head)**

Sir,

We quote our rates for Non personalized cheque books /DD, BC, TDR, etc. leaves **(exclusive of GST as applicable)** as under:

**With Bidder's MICR paper:**

(Please refer details given on paper specification, printing, packing, dispatches and other terms & conditions etc. given in this Tender Notice before quoting your rates).

Sr. No.	MICR SECURITY FORMS (CTS-2010 STANDARD)	Printing Rate per -1000- leaves Including packing & forwarding charges and cost of MICR paper (Rs. Amount in words & figures)	Delivery Rate for 1.5 Kg (Rs. Amount in words & figures)
		(i)	(ii)
1	SB & SB-NRE Cheque Book (10 Leaves)		
2	Current & Cash-Credit Cheque Book (50 Leaves)		
3	Banker's Cheque continuous leaves <b>(Without carbon &amp; Advice copy)</b>		
4	Demand Draft continuous leaves <b>(Without carbon &amp; Advice copy)</b>		
5	Foreign DD (Open) continuous leaves <b>(With carbon &amp; Advice copy)</b>		
6	GBP-Demand Draft continuous leaves <b>(With carbon &amp; Advice copy)</b>		
7	USD-Demand Draft continuous leaves, <b>(With carbon &amp; Advice copy)</b>		
8	<b>TDR-CONTINUOUS LEAVES (With carbon and record copy)</b>		
9	<b>FCNR-CONTINUOUS LEAVES (With carbon and record copy)</b>		

We agree to abide by the terms and conditions as laid down in the Tender document. The rates are inclusive of all charges, taxes and duties etc. excluding GST. We confirm that the rates are valid for three years from the date of approval, extendable for further one year in case required by the Bank.

\_\_\_\_\_  
**(Signatures with firm's stamp / seal of co.)**

**Date:**

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

**Place:**

**Designation:** \_\_\_\_\_

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

Between

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

And

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

**Preamble**

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

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

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

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

**Section 1 - Commitments of BOB**

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

- (1) No employee of the BOB , personally or through its family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
- (2) The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage



- in relation to the tender process or the contract execution.
- (3) The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
  - (4) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the

BOB is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per law in force (

#### Section 4 - Compensation for Damages

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

#### Section 5 - Previous transgression

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

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

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

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

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

#### Section 8 - Independent External Monitor

- The BOB appoints 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.
- The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

- c. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the bidder/ Contractor. The bidder/ Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- d. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- e. The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- f. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- g. The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- h. If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- i. The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

This Pact shall be ineffective from the date of its execution, and shall expire for the selected Contractor till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

## **Section 10 - Other provisions**

- i. This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- ii. Changes and supplements as well as termination notices need to be made in writing.
- iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iv. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- v. Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- vi. In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact

BOB

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

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

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

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

2.

\_\_\_\_\_

**Checklist-cum-Format for inspection of Security Printers**

**Name of the Security Printer:**

**Address of the Security Printer:**

<b>S No</b>	<b>Areas/items to be looked into by the inspecting Officer</b>	<b>Marks allotted</b>	<b>Marks Obtained</b>
<b>Section 1: External Control</b>			
1	<b>Placement of CCTV at working place, go-down, perimeter, etc.,</b>  (Inspecting Officer should indicate total area covered under CCTV surveillance and periodicity of taking back up files of CCTV).	4	
2	Observation about system of entry & exit of cell phone, camera inside the premises of Printing Press. (PP).	4	
3	Availability of electronic doors at sensitive working area to prevent unauthorized entry.	2	
4	System of record keeping at every stage.	4	
5	Whether physical search of workers is undertaken at the gate?	2	
6	System of frisking/checking and searching of staff/visitor at the time of entry and exit.	4	
	<b>Total Marks</b>	<b>20</b>	
<b>Section 2: Internal Control</b>			
7	Whether work of designing and processing of printing plates are done by printer itself or by some other agency. Whether all Security aspects in respect of designing and plate processing and the disposal of used/out-lived plates are properly maintained and details of their disposal procedure. (For NON-PCB/DD/BC)	4	
8	The Inspecting Officer should verify Security arrangement outside and inside the premises of the Printing Press including posting of Security Guards, fencing walls, CCTV, locking and unlocking system at the worksite, storage of finished product, etc.	4	
9	Whether adequate fencing (e.g. high wall with barbed wire fencing on the top) has been provided around the PP/Go-down	4	

10	Whether adequate Security arrangements have been provided at all the gates (i.e. access to visitors only after proper identification/authority etc.). Whether external wall of the PP/Go-down are high enough so as not to allow pilferage of any paper and are patrolled by Security personnel.	4	
11	Whether Printing Press has provided Identity Card to their employees (Workmen/Staff)? Whether police verification of their staff has been done? (to ascertain their integrity through sample check).	4	
12	Whether pocket less uniform is provided to the workers? Whether cupboard is provided at the entrance of Printing Press for keeping their belongings?	4	
13	Whether the Printing Press is maintaining Entry Register for recording names, timings, signatures etc. of the visitors?	4	
	Sub total	28	
<b>Section 3: System and Procedure</b>			
14	Whether printing press keeps the MICR paper received by it and/or the cheques printed by it, in any go-down outside its own premises; if so, names of the owners of such go-downs and the specific precautions taken by the PP to ensure that the paper/cheque etc. are not removed from/kept in the go-down without its permission?  The Inspecting Officer should comments on such arrangement. (System of storage of MICR Paper)	4	
15	Storage system for incoming raw materials and outgoing products.	2	
16	The Inspecting Officer should verify if there is any scope of pilferage or otherwise and check that proper record is maintained by the Printing Press in respect of production.	2	
17	Whether wastages are destroyed in presence of Works Manager of the printer along with one additional official of the printer?	2	
18	Whether the Printing Press has maintained any separate Stock Register (apart from that maintained for printing or non-MICR cheques and any other document) indicating the quantity of MICR Grade Paper received and used and destruction of spoilt MICR paper and printed material; whether it is maintained up-to-date, in all respects?	2	

19	Whether printer is keeping printing works of security and non-security items separately?	2	
20	Whether printer is keeping a complete record of checking at each mistake, corrections etc done during process of printing, binding and packing of security forms?	4	
21	Whether there is a possibility of the MICR paper/cheques/instruments being pilfered out of the premises/ go-down of the Printing Press. If so, IO should furnish the details thereof.	2	
22	Whether maintenance of proper records of printing and its periodical check at all levels has been in vogue?	2	
23	Whether working condition of all printing machines/equipment's engaged for printing of MICR Cheques/Security job are in good/workable condition?	2	
24	Whether the Job Cards for each order are being maintained and whether the cards furnish full particulars of orders/specification, paper consumed, spoilt sheet destroyed etc. (Paper used should be physically counted and details should be noted on the job card. Spoilt sheets should be destroyed in presence of Department Supervisor/Manager.)	4	
25	System of stitching/binding of printed cheques and their dispatches.	2	
	Subtotal	30	
<b>Section 4 : Data movement from/to RBO</b>			
26	Is the printer receiving our PCB data from RBO in encrypted form a) Date/Time of receipt of data b) Date/Time of purging the data	2	
27	After receiving data from RBO, time taken for printing/dispatch of cheque books	2	
28	What system has been adopted by the printer for dispatching cheque books?	2	
29	Is printer sending the data of dispatch, no. of cheque books printed, docket no. of consignment to RBO in encrypted form?	2	
30	The system of ensuring secured movement of data downloaded from RBO, intersystem of printers, its printing and final return to originating centre. How much manual intervention is their i.e., at printer?	2	
31	What is the periodicity of destroying of above-mentioned data (point no. 29) by the printer?	2	
	Subtotal	12	
<b>Section 5: Others</b>			
32	Whether the Printing Press has its own	1	

	Building and Go-downs?		
33	Whether go-down of the Printing Press is housed in the same premises where the Printing Press has been set up or whether it is outside the premises?	1	
34	Whether the consignments are insured?	1	
35	Whether there are instances where the consignments are lost in transit, if so, details thereof may be furnished? (As informed by the security printer.)	4	
36	Whether the printer is empanelled in any other Bank	1	
37	Whether any of the Bank have de-empanelled them?	1	
38	Whether firefighting equipment's are installed in Printing Press?	1	
40	Any other aspect which the IO would like to comment on the working/security aspect of the Printing Press. During his visit.  Please attach separate sheet if necessary	1	
	Subtotal	10	
	Grand Total	100	

Printer must score 60 marks out of 100 to become eligible for opening of price bids

Date:  
Officer:

Signature of Inspecting

Name:

Designation:



(Undertaking letter on bidders letterhead)

To  
General Manager  
Operations & Services Dept  
Head Office, Baroda Bhavan  
RC Dutt Road, Alkapuri,  
Vadodara - 390007

Sir,

**Sub: RFP FOR** .....

We hereby undertake to abide by applicable **Information /Cyber Security Controls for Service Providers (SPs) as mentioned below**

### 1. Preventing access of unauthorized 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 unauthorized 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 publicized/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 organization level including wired/wireless networks.
- 3.2. Maintain an up-to-date/centralized inventory of authorized devices connected to SP's network (within/outside SP's premises) and authorized devices enabling the SP's network. The SP may consider implementing solutions to automate network discovery and management.
- 3.3. Have mechanisms to identify authorized 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 unauthorized device connections to the SP's network and block such connections.
- 3.8. Boundary defenses 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 defense-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 centralized authentication and authorization 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 analyze 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 Defense and Management**

- 11.1. Build a robust defense against the installation, spread, and execution of malicious code at multiple points in the enterprise.
- 11.2. Implement Anti-malware, Antivirus protection including behavioral 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 centralized 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**

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)**

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**

- The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.
- 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.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

**SERVICE LEVEL AGREEMENT FORMAT**

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

**AND**

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

**WHEREAS**

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8000+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 25 countries. Bank desires to select a Service Provider for Supply, Installation & Maintenance of Network Hardware at Bank Branches / Offices and had invited offers.

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

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

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

**1. DEFINITIONS**

- I. Bank, BOB means ‘Bank of Baroda’
- II. RFP means Request For Proposal
- III. SFTP means Secured File Transfer Protocol
- IV. TAT Means Turn around time

- V. SLA means Service Level Agreement
- VI. Total Cost of Ownership (TCO)
- VII. SPOC means Single Point of Contact

## 2. TERM

This Agreement shall come into force on \_\_\_\_\_ and shall be in force and effect for a period of 3 years -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement. Bank reserves the right to extend the contract with the Service Provide by another one year at existing rates and terms & conditions.

## 3. SCOPE OF SERVICE

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

## 4. STANDARDS

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

## 5. DELIVERY SCHEDULE/TAT

Ad-hoc orders will be placed with the printers as and when requested by the branches and the same are required to be executed strictly within -21- days.

## 6. DISPATCH OF SHIPMENTS

The printer will print the security forms and arrange to hand over to postal authority or courier for delivery on T+21 day. On the same day, printer will send the details of cheque books dispatched along with dispatch details through mail/SFTP to bank. Necessary MIS reports shall also be provided zone wise as per Bank's requirement.

## 7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No..

Escalation matrix for support should also be provided with full details.

## 8. PAYMENT TERMS

The terms of payment shall be as follows:

- a) No advance payment would be done against purchase order. Income Tax (TDS) & Work Contract Tax (WCT) etc. will be deducted at source as per the prevailing Tax Rules.
- b) 100% of the value of the undisputed PCB invoice shall be paid within one month form date of receipt of invoice along with original delivery proof duly signed by bank's authorized courier agency / bank's official.



- c) If any penalty is imposed for non-payment of octroi/local taxes etc. shall be borne by the vendor.
- d) If the work is not found to be of good quality as per the specification given by the bank then the Bank will have the right to apply penalty or make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.
- e) Bank will not give any assurance for payment of any non-conforming product supplied by vendor. The total lot or part of the defective lot will be rejected without paying any compensation. The vendor cannot claim for the non-conformance/rejected/non specification Welcome Kit supply to the Bank. No indemnity/assurance on payment will be given and vendor may stand to forfeit PBG according to gravity of the situation.
- f) Payment (after TDS & GST TDS etc. as applicable) will be made online centrally by HO, Baroda. Also payment invoices should be reflected in GSTR 2B, then only payment will be released.

## **9. SET-OFF**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

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

## **10. COVENANTS OF THE SERVICE PROVIDER**

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

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

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

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

The Service Provider:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- xii. Service Provider shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

## 11. CONFIDENTIALITY

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

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the

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

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

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
  - The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
  - In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

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

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

## **12. INDEMNITY**

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

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

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

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent

and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

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

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

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

### **13. PROPERTY RIGHTS**

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

### **14. PERFORMANCE GUARANTEE**

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

## 15. TERMINATION

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

breaches any of its obligations set forth in this agreement and Such breach is not cured within 15 ) Working Days after Bank gives written notice; or

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

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

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

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

### Effect of termination

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

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

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

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.

- The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.
- In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

## **16. CORPORATE AUTHORITY**

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

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

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

## **ARBITRATION**

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be \_\_\_\_\_. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

## **18. AUDIT**

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

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

## **19. LIMITATION OF LIABILITY**

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

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

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

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

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

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



## **20. PUBLICITY**

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

## **21. INDEPENDENT ARRANGEMENT**

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

## **22. SUBCONTRACTING**

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

## **23. ASSIGNMENT**

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

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

## **24. NON – SOLICITATION**

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

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

## **25. VICARIOUS LIABILITY**

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims,

wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

**26. FORCE MAJEURE**

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

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

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

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

**27. SURVIVAL:**

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

**28. Contract Validity :**

This Agreement will remain in force initially for a period up to 36 months and may be extended thereafter for such further periods as mutually agreed by the Parties to this Agreement.

**29. Penalty:**

Delay in supply of Cheque books will be viewed seriously and penalty as may be decided by Bank shall be imposed at the discretion of the Bank which may please be noted carefully. However, following minimum penalty will be imposed on printers :

Reason	Penalty
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Rejection of cheques/DD/BC by MICR center on account of MICR ink or printing.	Rs. 750 per cheque book
Wrong printing (detected after dispatch) resulting in rejection of cheque book/DD/BC	Rs.1000 per record + cost of cheque book / Leaves
Wrong printing (detected after dispatch) with minor mistakes and not resulting in rejection of cheque book	Rs.125 per cheque book
Delay in delivery to speed post/courier up to 24 Hours (for Books)	Rs. 5 per cheque book
Delay in delivery to speed post / courier over 24 Hours (for Books)	Rs.10 per cheque book per day

**If the bidder who has been awarded with work contract, penalized two times or more during the period of contract, bank reserves right to review his performance and bank reserves right to terminate the contract with the said bidder and the work allotted to such bidder will be shared amongst remaining successful bidders who have been awarded work order at the discretion of the bank. In this regards Banks decision will be final.**

**30. RATE FOR PRINTING OF NON PERSONALISED CHEQUE BOOKS, DD, BC TDR etc**

Sr. No.	MICR SECURITY FORMS (CTS-2010 STANDARD)	Printing Rate per -1000- leaves Including packing & forwarding charges and cost of MICR paper (Rs. Amount in words & figures)	Delivery Rate for 1.5 Kg (Rs. Amount in words & figures)
		(i)	(ii)
1	SB & SB-NRE Cheque Book (10 Leaves)		
2	Current & Cash-Credit Cheque Book (50 Leaves)		
3	Banker's Cheque continuous leaves <b>(Without carbon &amp; Advice copy)</b>		
4	Demand Draft continuous leaves <b>(Without carbon &amp; Advice copy)</b>		
5	Foreign DD (Open) continuous leaves <b>(With carbon &amp; Advice copy)</b>		
6	GBP-Demand Draft continuous leaves <b>(With carbon &amp; Advice copy)</b>		
7	USD-Demand Draft continuous leaves, <b>(With carbon &amp; Advice copy)</b>		
8	<b>TDR-CONTINUOUS LEAVES (With carbon and record copy)</b>		

9	<b>FCNR-CONTINUOUS LEAVES (With carbon and record copy)</b>		
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**\*Inclusive of, packing and forwarding charges as well as inserts and cover paper. Taxes will be extra as applicable.**

**31. MISCELLANEOUS**

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

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

**If to the Bank of Baroda:**

The General Manager  
Operations & Services Department,  
Head Office Baroda,  
7<sup>th</sup> Floor, Baroda Bhavan,  
R C Dutt Road, Alkapuri,  
Vadodara - 390007)

**If to the ... ..**

Address \_\_\_\_\_

ATTN: \_\_\_\_\_

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

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



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

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

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

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

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

Signed and Delivered by the within named

For Bank of Baroda

For

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

**Designation:**

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

**Designation:**

**Witness 1 :**

**Witness 1 :**

**Witness 2 :**

**Witness 2 :**