



**REQUEST FOR PROPOSAL FOR EMPANELMENT OF AGENCIES FOR CASH PICK UP FACILITY FROM BANK OF BARODA CUSTOMERS ON PAN INDIA BASIS INCLUDING DATA ENTRY AND CAPTURING IMAGES OF DEPOSIT SLIPS (PROCESSING SERVICES) UNDER DOORSTEP BANKING SERVICES**

**Baroda Cash Management Services Department**

Bank of Baroda  
Baroda Sun Tower,  
C-34, G-Block  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051

**RFP Reference No : BCC:CMS:116:60  
Dated : 18<sup>th</sup> March,2024**

## Important Dates

#	Particulars	Timeline
1	RFP Issuance Date	<b>18<sup>th</sup> March 2024</b>
2	RFP Coordinator Name, Contact details (Bank)	Mr. Anshul Kumar, Chief Manager Mr. Sidharth Agarwal , Chief Manager Mrs. Nikita Thorat, Sr Manager Contact No. - 022-66983276,022-68568117,022-66983222 <b>Email: <a href="mailto:diginext@bankofbaroda.co.in">diginext@bankofbaroda.co.in</a></b>
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	<b>4:00 PM 27<sup>th</sup> March 2024</b>
4	Pre-bid Meeting details	Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) <b>28<sup>th</sup> March 2024 at 2:00PM.</b> Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:diginext@bankofbaroda.com">diginext@bankofbaroda.com</a> by <b>27<sup>th</sup> March 2024</b> along with pre-bid clarification. Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
5	Last Date of Submission of RFP Response (Closing Date)	<b>3.00 PM on 8<sup>th</sup> April, 2024</b> Mode: Online URL: <a href="https://bobtenders.eproc.in">https://bobtenders.eproc.in</a>
6	Eligibility Cum Technical Bid Opening Date	<b>4.00 PM on 8<sup>th</sup> April , 2024</b> Mode: Online on URL: <a href="https://bobtenders.eproc.in">https://bobtenders.eproc.in</a> 1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on <a href="mailto:diginext@bankofbaroda.com">diginext@bankofbaroda.com</a> id after RFP submission time is over
7	Commercial Bid	The commercial bids of only those Bidders who qualify in Eligibility Cum Technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
8	Application Money	<b>"Not Applicable"</b>

9	Bid Security (Earnest Money Deposit)	Rs. 2,00,000/- (Rupees Two lakh only)
10	Mode of bid submission & online portal's URL	Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
11	Support details of Online Portal facilitator	C1 India Pvt. Ltd Helpdesk Team Phone: 0124-4302033/36/37  (1) Mr. Abhishek Kashyap Mo. +91 9953761136  (2) Mr. Govind Parihar Mo. +91 9999432157  (3) Mr. Gaurav Singh Mo. +91 7291981138 Email: <a href="mailto:bobsupport@c1india.com">bobsupport@c1india.com</a>  Escalation Level 1 1 Mr. Pankaj Kumar Verma Mo. +91-7291981138 <a href="mailto:e-Mail-pankaj.varma@c1india.com">e-Mail-pankaj.varma@c1india.com</a>  For more details, check under Contact us at home page of e-procurement portal <a href="https://bobtenders.eproc.in">https://bobtenders.eproc.in</a>

### [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. AMC means Annual Maintenance Contract
8. SLA means Service level Agreement
9. T is the date of cash collected by the Appointed Agency and T+0 is the same day and T+1 is the next working day.

### 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.

#### **DISCLAIMER:**

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of BOB, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by BOB, but an invitation to receive responses from the eligible Bidders.

- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

**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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Bank of Baroda



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## 1. INTRODUCTION:

i. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for Empanelment Of Agencies For Cash Pick Up Facility From Bank Of Baroda Customers On Pan India Basis Including Data Entry And Capturing Images Of Deposit Slips (Processing Services) Under Doorstep Banking for a period of 5 Years .

ii. In order to meet the service requirements, the Bank proposes to invite online Bids from Cash Pickup Agencies. This RFP will be open to the agencies who are engaged in Cash pickup services and have the necessary experience, capability and expertise, size and revenues. The bidders desirous of providing the services to BOB are invited to submit their Eligibility Cum Technical and Commercial bid in response to this RFP as per details/Scope of Work and Operating Procedure mentioned in Annexure 2.

iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Annexure-2 of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.

v. The purpose of BOB behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.

vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for BOB are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank’s discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide BOB the proposed

Services adhering to Bank’s requirements outlined in this RFP.

## 2. SCOPE OF WORK:



- 2.1 Bank of Baroda intends to appoint one or more financially strong and suitable Service Providers for Cash Pickup from/Delivery to the door step of customers of the Bank including data entry of deposit slips, capturing of images of deposit slips (i.e. processing services) on a Pan India basis.
- 2.2 The Service Provider must have the ability to work with the Bank's file formats for processing. It must be able to provide the data and images in the file formats shared by the Bank.
- 2.3 Cash to be picked on sealed bag process as well as on Cash Verification (Counting and Fake Note Detection) process.
- 2.4 The Bank may require Service Provider for counting of the notes and coins as well as detection of fake notes at customer's premises. It will be the Service Provider's responsibility to arrange for all the required infrastructure like notes/coins counting and fake note detection machines etc. at customer's premises on its own responsibility.
- 2.5 The Bank may require Service Provider for late evening/night pick-up and pick-up on holidays and Sundays.
- 2.6 The Bank may require Service Provider for Cash Burial (including Coins Burial) at any location and transfer the funds electronically to the Bank.
- 2.7 The Service Provider must have ability to provide QR Codes to the pick-up points and maintain proof of visits through scanning of the QR code at the pick-up point.
- 2.8 The Service Provider should have an online system to inform/communicate to the Bank's Currency Chest(s)/designated branches/CMS Operations Hub of the Bank regarding pickup/delivery.
- 2.9 The Service Provider may need to send alerts on Cash Pickup to the Bank's controlling offices and the customers wherever requested.
- 2.10 The Service Provider must have the ability to connect to the Bank through a web service or through a SFTP if required by the Bank for providing data and images pertaining to cash collection/delivery.
- 2.11 The Service Provider shall be required to provide reconciled MIS by EOD on the date of cash pick-up.
- 2.12 All the cash picked up will be deposited at the designated branch/currency chest of the Bank or as directed by the Bank. The Bank may designate multiple branches at a location for depositing cash picked-up from customers. There will be no additional charges payable if such arrangements are made. It will be Bank's discretion to designate branches/currency chest for deposit of Cash Collected from the customers.
- 2.13 The cash picked up shall be deposited during working hours of the Bank. In exceptional/unforeseen circumstance/s when cash cannot be deposited during the working

hours the Service Provider will ensure to deposit the cash picked up at the nearest branch of the Bank in consultation with the concerned Zonal/Regional Office/Branch of the Bank.

2.14 The Bank may require Service Provider for retention of cash overnight (incl. holidays and Sundays). It will be the Service Provider's responsibility to arrange for all the required infrastructure like safe deposit vault, security measures including CCTV camera etc. The Service Provider must take all the precautions as taken by a prudent banker in such a case and follow all the Reserve Bank of India/statutory guidelines issued from time to time.

2.15 The Bank may require Service Provider to provide manpower, "Man Behind Counter (MBC)" at counters of customers like Municipalities, Govt. Bodies, Corporates, etc. for services like collection of cash, cheques/DD/BC and/or reconciliation of accounts.

The tentative operating procedure to be followed are provided in Annexure 3.

### **3. CONTRACT PERIOD**

Contract shall initially be for a period of one year from the date of execution of agreement and may be renewed for a further period of one year (extended up to a total maximum period of five years including the initial year) as per discretion of BOB on laid down/approved/modified mutually agreed terms and conditions (by mutual exchange of letters).

The contract will be renewed before -3- months from the date of expiry at the discretion of BOB on mutually agreed terms & conditions.

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

Bidders satisfying the eligibility conditions (mentioned in Annexure 2) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work and the Operating procedure stipulated in Annexure 3, may submit their bid through Bank's e-tendering service provider website <https://bobtenders.eproc.in> on or before the time line stipulated in the [A] Important Dates. Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Annexure 1.

### **5. EVALUATION PROCESS**

A two stage process is adopted for selection of the Bidders:

- ▶ Stage 1 – Eligibility Cum Technical Bid
- ▶ Stage 2 – 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.

### 5.1 Eligibility Cum Technical Bid

The Bank will consider the following Minimum Eligibility Criteria for evaluation of the technical bids of the submitted tenders which are valid:

<b>Sl.</b>	<b>Criteria</b>	<b>Complied (Yes/No)</b>	<b>Supporting Document required</b>
(i)	The service provider should have experience of successfully undertaken Cash Pickup Services for at least -2- Public/Private Sector Scheduled Banks for last 5 years. Presently they must have work orders of Cash Pickup Services of minimum -2- PSU/private sector Banks having branch network of more than 500 branches PAN India.		Work order copies issued by the Organizations/Banks and Certificate/ letter stating about the performance of the Cash Pickup Services being provided. (Copy of the Format attached as Annexure-17)
(ii)	The Bidder must have registered Annual Revenue/Turnover of <b>Rs.5</b> Crore or above in each year during the last three completed financial years – 2020-21, 2021-22 & 2022-23 (Not inclusive of the revenue/Turnover of associate companies).  Below clause is applicable for bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an		Audited Financial statements for the financial years 2020-21, 2021-22 & 2022-23.

	MSE or Start-up needs to be submitted by the bidder). The Bidder must have registered Annual Revenue/Turnover of Rs. 1.00 Crore or above in each year during the last three completed financial years – 2020-21, 2021-22 & 2022-23 (Not inclusive of the revenue/Turnover of associate companies).		
(iii)	The Bidder should be Profitable organization on the basis of Profit Before Tax (PBT) for at least 02 (two) out of last 3 (three) Financial years that is financial years 2020-21, 2021-22 & 2022-23.		Audited Financial statements for the financial years 2020-21, 2021-22 & 2022-23 and Certificate of the Statutory Auditor.
(iv)	a) Minimum Net Worth of the Service Provider should be at least Rs. 100 Crores at all times. (Net worth will consist of paid up equity capital, free reserves, balances in share premium account and capital reserves representing surplus arising out of sale proceeds of assets but not reserve created by revaluation of assets' adjusted for accumulated loss balance, book value of intangible and deferred revenue expenditure, if any)		a) Audited Profit & Loss Account and Balance Sheet for respective period.  b) Certificate of Net worth by the statutory auditor.
(v)	The Service Provider should be able to operate at least -200-districts in India.		List of Service Provider's branch/ offices containing address, phone numbers and e-mail id along with the name and contact details of the person heading that branch/office.
(vi)	Minimum fleet size of 300 specially fabricated cash vans (owned/ leased) as per specification of vehicle mentioned at SI No 24 Terms and Conditions- Physical/Security Infrastructure		Confirmation certificate from Service Provider.

(vii)	The service provider should have an online system to inform/communicate to Bank's Zonal Monitoring Cell/Currency Chests/Designated branches of the Bank and the customers regarding the cash Picked up/delivered.		Confirmation certificate from Service Provider.
(viii)	The service provider should have an alert notification system to send alerts to the Bank's controlling offices and the customers of the Bank regarding Cash Pick-ups & deposits.		Confirmation certificate from Service Provider.
(ix)	The service provider should have an ability to connect to the Bank through a web service or through a SFTP if required by the Bank for providing data and images pertaining to cash collection/delivery		Confirmation certificate from Service Provider.
(x)	The service provider should have capabilities at all centers for counting of notes & coins and detection of fake notes.		Confirmation certificate from Service Provider.
(xi)	Service Provider must be able to offer Cash Burial at the locations offered under DSBS.		Confirmation certificate from Service Provider.
(xii)	Applicable registration/licenses/approvals/ permits/certificates/NOC/tax clearance/ compliance certificates, etc.		Self-declaration for possession of valid documents and renewals in future. Original Documents from concerned authority as applicable should be with the Service Provider and same should be made available to Bank/RBI etc. on demand.
(xiii)	The Armed Guards provided by the Service Provider should be registered as per registration rules prevailing in the respective states as per local law.		As above.
(xiv)	The Service Provider must meet the declarations specified.		Refer Annexure - 15
(xv)	The Service Provider should not be blacklisted/barred/disqualified by regulatory/ statutory body as on date of submission of bid.		Self-declaration.
(xvi)	All RBI, MHA, local State Government guidelines etc. to		Self-Declaration

	be complied with		
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Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

## 5.2 Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in Eligibility and Technical Bid Evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders. Bidders are required to quote as per the Commercial Bid format mentioned as per Annexure 12. The evaluation of Commercial Bid shall be as follow:

<b>i. Cash Pickup Pricing for Beat Pick-up:</b>					
SI. No	Cash Slab	Multiplier (W)	Rate (C)	Lowest Rate (C <sub>LOW</sub> )	Score (S <sub>A</sub> )= (C/C <sub>LOW</sub> )*W
R1	Up to Rs.0.50 Lac	5.00	Rs _____	Rs _____	
R2	Rs.0.51 Lac to Rs.1.00 Lacs	5.00	Rs _____	Rs _____	
R3	Rs.1.01 Lac to Rs.2.00 Lacs	5.00	Rs _____	Rs _____	
R4	Rs.2.01 Lac to Rs.4.00 Lacs	3.00	Rs _____	Rs _____	
R5	Rs.4.01 Lac to Rs.6.00 Lacs	3.00	Rs _____	Rs _____	
R6	Rs.6.01 Lac to Rs.8.00 Lacs	2.00	Rs _____	Rs _____	
R7	Rs.8.01 Lac to Rs.10.00 Lacs	2.00	Rs _____	Rs _____	
R8	Rs.10.01 Lac to Rs.15.00 Lacs	2.00	Rs _____	Rs _____	
R9	Rs.15.01 Lac to Rs.20.00 Lacs	1.00	Rs _____	Rs _____	
R10	Rs.20.01 Lac to Rs.50.00 Lacs	1.00	Rs _____	Rs _____	
R11	Rs.50.01 Lac to Rs.100.00 Lacs	1.00	Rs _____	Rs _____	
R12	Rs.100.01 Lac to Rs.400.00 Lacs	1.00	Rs _____	Rs _____	
<b>TOTAL (S<sub>A</sub>)</b>					
<b>ii. Service Charges for On Call Cash Pick-up and On Call delivery services:</b>					
SI. No	Cash Slab	Multiplier (W)	Rate (C)	Lowest Rate (C <sub>LOW</sub> )	Score (S <sub>B</sub> )= (C/C <sub>LOW</sub> )*W
R13	Up to Rs.0.50 Lac	5.00	Rs _____	Rs _____	
R14	Rs.0.51 Lac to Rs.1.00 Lacs	5.00	Rs _____	Rs _____	
R15	Rs.1.01 Lac to Rs.2.00 Lacs	5.00	Rs _____	Rs _____	
R16	Rs.2.01 Lac to Rs.4.00 Lacs	3.00	Rs _____	Rs _____	
R17	Rs.4.01 Lac to Rs.6.00 Lacs	3.00	Rs _____	Rs _____	
R18	Rs.6.01 Lac to Rs.8.00 Lacs	2.00	Rs _____	Rs _____	
R19	Rs.8.01 Lac to Rs.10.00 Lacs	2.00	Rs _____	Rs _____	
R20	Rs.10.01 Lac to Rs.15.00 Lacs	2.00	Rs _____	Rs _____	
R21	Rs.15.01 Lac to Rs.20.00 Lacs	1.00	Rs _____	Rs _____	

R22	Rs.20.01 Lac to Rs.50.00 Lacs	1.00	Rs _____	Rs _____	
R23	Rs.50.01 Lac to Rs.100.00 Lacs	1.00	Rs _____	Rs _____	
R24	Rs.100.01 Lac to Rs.400.00 Lacs	1.00	Rs _____	Rs _____	
<b>TOTAL (S<sub>B</sub>)</b>					
<b>iii. Variable/Additional Charges:</b>					
Sl.No.	Services	Multiplier (W)	Rate(C)	Lowest Rate(C <sub>LOW</sub> )	Score (S <sub>c</sub> )= (C/C <sub>LOW</sub> )*W
R25	Additional KMs (to & fro) charges outside city limits per KM	5.00	Rs ____ per KM	Rs ____ per KM	
R26	Coin counting	3.00	Rs ____ per Rs 1,000	Rs ____ per Rs 1,000	
R27	Vaulting Charges	3.00	Rs ____ per Rs 1,000	Rs ____ per Rs 1,000	
R28	Service Charges for pick-ups on Sunday and Bank's Holiday	3.00	____% of on call charges	____% of on call charges	
R29	Counting of cash at client premises at the time of pickup	3.00	Rs ____ per Rs 1,000	Rs ____ per Rs 1,000	
R30	Counting and verification of cash at client premises at the time of pickup	3.00	Rs ____ per Rs 1,000	Rs ____ per Rs 1,000	
R31	Opening Seal Bag, Counting, Verification and Merging of cash at Service Provider's premises + Processing of Cash	3.00	Rs ____ per Rs 1,000	Rs ____ per Rs 1,000	
R32	Cash picked above the define daily cash limit per Rs 50,000 & part thereof	3.00	Rs _____	Rs _____	
R33	Cash Burial Charges	***	***	***	
	Rs 100 & above denomination	5.00	Rs ____ per Rs 1,000	Rs ____ per Rs 1,000	
	below Rs 100 denomination	2.00	Rs ____ per Rs 1,000	Rs ____ per Rs 1,000	
	Coins	1.00	Rs ____ per Rs 1,000	Rs ____ per Rs 1,000	
<b>TOTAL (S<sub>c</sub>)</b>					

<b>IV. Service Charges for Man Behind Counter:</b>					
Sl. No.	Services	Multiplier (W)	Rate (C)	Lowest Rate(C <sub>LOW</sub> )	Score (S <sub>D</sub> ) = (C/C <sub>LOW</sub> )*W
	Deputing Per Person Per month for Managing Counter (in Rs.)	***	***	***	
R34	Tier 1 – Delhi/NCR, Mumbai , Chennai, Kolkata, Bangalore and Hyderabad.	5.0	Rs ____ per Person Per Month	Rs ____ per Person Per Month	
R35	Tier 2 – All Other State Capitals, Pune, Ahmedabad, Kochi, Surat, Vishakhapatnam, Vadodara.	3.0	Rs ____ per Person Per Month	Rs ____ per Person Per Month	

R36	Tier 3 – All Other Centers	2.0	Rs ___ per Person Per Month	Rs ___ per Person Per Month	
R37	Cash Handling Charges	2.0	Rs. ___ per Rs.1000	Rs. ___ per Rs.1000	
R38	Additional Hour above 8 Hrs Shift time	2.0	Rs. ___ Per person per Hour.	Rs. ___ Per person per Hour.	
R39	Working on Festival / Bank Holidays except regular Saturdays and Sunday	1.0	Rs. ___ per person per Day	Rs. ___ per person per Day	
			<b>TOTAL (S<sub>D</sub>)</b>		
<b>GRAND TOTAL (S<sub>A</sub>+S<sub>B</sub>+S<sub>C</sub>+S<sub>D</sub>)</b>					

Prices to be quoted are exclusive of GST.

The procedure to be followed is as given below:

A score (S) will be calculated for each item of all qualified Service Providers using the following formula:

$$S = \frac{C_{low}}{C} \times W$$

C stands for commercial rate quoted for that item

C<sub>low</sub> stands for the lowest commercial rate quoted for that item

W stands for the multiplier (weightage score) assigned to that item.”

The Marks received in all the line items shall be totaled for Beat Pick-up (S<sub>A</sub>), On-call pick-up (S<sub>B</sub>), Variable/Additional Charges (S<sub>C</sub>) and Man Behind Counter Charges (S<sub>D</sub>). The total of S<sub>A</sub>, S<sub>B</sub>, S<sub>C</sub> and S<sub>D</sub> will be considered as total marks S obtained by an individual Service Provider.

$$S = S_A + S_B + S_C + S_D$$

The Service Provider getting Max. Marks in total i.e. S will be adjudged as L-1, Second Highest will be L-2, so on and so forth. In case of more than one Service Provider with equal highest score (S) up to two decimals, then the number of decimal will be increased.

The decision of the Bank shall be final and binding on all the Service Providers to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.” The bidder is expected not to add any conditions deviations in the commercial bid. Any such conditions deviations may make the bid liable for disqualification. The proposal of L1 (Lowest bidder) shall be recommended for award of contract.

**Bank will empanel the bidders who will match the price of L1 bidder, which will be defined as the Ceiling Rate. Subsequently, during the empanelment period, bank will seek commercial prices from these empaneled service providers for awarding the work, these prices should be below the ceiling rates.**

### Commercial Bids Terms

- In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder’s financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.



- b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation
- d. 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.
- e. 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.
- f. 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.
- g. Terms of payment as indicated in the letter of acceptance/ order 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".
- h. 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.
- i. 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.
- j. 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.

### Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- c. 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.

The Vendor 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 Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

### 6 Bid Security (Earnest Money Deposit)

Bidders are required to give an earnest money deposit Rs.2,00,000/- (Rs.Two Lakhs Only) at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility and 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 07– Proforma of BG in Lieu of EMD) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

**Account Number-29040400000417**

**Account Name – Bank of Baroda**

**Branch- BKC, Mumbai**

**IFSC- BARB0BANEAS**

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. This shall carry no interest and shall be retained by the Bank till the process of selection completed. 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
  - i. Fail to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
  - ii. Fail to comply with any other condition precedent to signing the contract specified in the RFP documents.

### **Exemption for application money and EMD amount:**

Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small and Medium Enterprises (MSME) / Startups. The bidders who are MSME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Annexure 6- 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. MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

## **7 Preference to Make in India initiative**

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

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

In case of two or more than two bidders complying with Preference to Make in India initiative are found technically eligible as per Technical Specifications mentioned in Annexure-2 of the RFP, then Commercial bids of only these bidders will be opened.

In case sufficient bidders complying with Preference to Make in India initiative are not found technically eligible as per Technical Specifications mentioned in Annexure-2 of the RFP, then Commercial bids of all technically eligible bidders will be opened.

## **8 Performance Guarantee**

- 8.1.1** The selected bidder would be required to submit a Bank Guarantee (BG) to the Bank for an amount of Rs.50.00 lakhs within 30 days from the selection of the successful bidder. The BG will be valid for the entire period of the contract with additional claim period of 3 months and such other extended period as the Bank may decide for due fulfillment of the project

obligations.

- 8.1.2** The BG should be issued by a nationalized bank only, other than BOB. A format for BG is attached as per Annexure 18.
- 8.1.3** The BG is required to protect the interest of the Bank against the risk of nonperformance of the Bidder in respect of successful completion of the contract which may warrant the invoking of BG, also if any act of the Bidder results in imposition of Liquidated Damages then the Bank reserves the right to invoke the submitted BG.
- 8.1.4** The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 8.1.5** 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.

## **9 Insurance**

- 9.1.1** Service Providers should take the policy of Fidelity Insurance for up to Rs 4 Crores (Rupees Four Crores) at its own cost. Bank reserves the right to direct the Service Provider to raise the limit of Fidelity Insurance considering the business volume in future.
- 9.1.2** The cash vaults of Service Provider and Cash in Transit should be adequately and comprehensively insured against all risks.
- 9.1.3** The above policies shall be assigned to the Bank and the copy of the same to be submitted to the Bank. The Service Provider should provide the certificate in original on the letter head of insurance company that the policy has been assigned/endorsed to Bank of Baroda and the insurance company should confirm to Bank of Baroda also for assignment/endorsement.
- 9.1.4** The Service Provider shall maintain at its own costs, throughout the tenure of the Agreement and any extensions thereof, insurance coverage for adequate amount in consultation with Bank of Baroda, including but not restricted to, Comprehensive General Liability Insurance covering accidental losses, bodily harm, injury and death of individuals employed/assigned by Service Provider to perform the services as required.
- 9.1.5** Bank of Baroda shall have no liability whatsoever for any loss or injury to individual assigned to perform the DSBS service.
- 9.1.6** Any monetary loss during transit/ storage is to be made good to the Bank by the Service Provider immediately within 24 hours and shall not link it to insurance claim.

## **10 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.

## **11 Service Level Agreement and Non-Disclosure Agreement:**

**11.1** The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 14), 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.

**11.2** 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.

## 12 Compliance with Laws:

**12.1** 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.

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

## 13 Termination:

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

**13.2** 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.

**13.3** 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

## 14 Grievance Redressal and Dispute Resolution:

**14.1** 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 General Manager, BCMS at [head.bcms.bcc@bankofbaroda.com](mailto:head.bcms.bcc@bankofbaroda.com). It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

General Manager, Baroda Cash Management Services  
Bank of Baroda, 6<sup>th</sup> Floor, Baroda Sun Tower,  
C-34, G- Block, Bandra Kurla Complex, Bandra (E),  
Mumbai 400 051

### Dispute Resolution:

**14.2** 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.

**14.3** 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.

- 14.4** 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.
- 14.5** 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.
- 14.6** The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 14.7** 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.

## **15 Governing Laws:**

**15.1** 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 Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

## **16 Prevention of Corrupt and Fraudulent Practices:**

- 16.1** As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure 13 of this RFP.
- 16.2** 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.
- 16.3** 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.
- 16.4** 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.

## **17 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.

## 18 The bid submission by related parties:

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

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

## 19 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 Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ 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.

## 20 General Terms and conditions

**20.1** 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.

- 20.2** 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.
- 20.3** 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.
- 20.4** 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.
- 20.5** 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.
- 20.6** 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.
- 20.7** 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.
- 20.8** 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.
- 20.9** 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
- 20.10** Only one submission of response to RFP by each Respondent will be permitted.
- 20.11** The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 20.12** The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 20.13** Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 20.14** 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.
- 20.15** 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. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

- 20.16** 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"
- 20.17** Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 20.18** All questions relating to the RFP, eligibility 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.
- 20.19** However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 20.20** Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 20.21** The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 20.22** Bidder should submit their Eligibility ,Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document. .
- 20.23** All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 20.24** All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 20.25** The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 20.26** 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.

- 20.27** 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.
- 20.28** 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.
- 20.29** 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.
- 20.30** 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.
- 20.31** 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.
- 20.32** 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.
- 20.33** 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
- 20.34** 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.
- 20.35** The bidder covenants and represents to the Bank the following:

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

**20.36** The execution, delivery and performance under an Agreement by bidder :

- ▶ Will not violate or contravene any provision of its documents of incorporation;
- ▶ 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;
- ▶ 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;

**20.37** 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.

**20.38** 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

**20.39** 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.

**20.40** 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.

**20.41** 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.

**20.42** 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.

**20.43** 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.

**20.44** 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.

- 20.45** 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.
- 20.46** 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.
- 20.47** 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.

## **21 Abide with the Universal Human Rights and Bank's 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

## **22 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.

## **23 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.

## **24 TERMS AND CONDITIONS:**

### **A. Physical / Security Infrastructure**

(1). The monetary limit for pickup and delivery of cash transaction shall be fixed from time to time by the Bank. This shall be within the overall cash limit per cash van at any point of time during transit as per the Comprehensive Insurance Policy of Bank of Baroda which is presently Rs. 4.00 crores (Rs. Four crores only).

Maximum Cash Pickup limit Rs. 4.00 crores (Rs. Four crores only) per van

Maximum cash delivery limit Rs. 4.00 crores (Rs. Four crores only) per van

(2). Minimum fleet size of 300 specifically fabricated cash vans (owned / leased).

(3). Cash should be transported only in the owned / leased security cash vans of the Service Provider or its first level sub-contractors. Each cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) having separate passenger and cash compartments, with a CCTV covering both compartments.

(4). The passenger compartment should accommodate two custodians and two-armed security guards (gunmen) besides the driver.

(5). No cash van should move without armed guards. The gunmen must carry their weapons in a functional condition along with valid gun licenses. The Service Provider or its first level sub-contractor should also furnish the list of its employed gunmen to the police authorities concerned.

(6). Each cash van should be GPS enabled and monitored live with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.

(7). Each cash van should have tubeless tyres, wireless (mobile) communication and hooters. The vans should not follow the same route and timing repeatedly so as to become predictable. Predictable movement on regular routes must be discouraged. Staff should be rotated and assigned only on the day of the trip. With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.

(8). Night movement of cash vans should be discouraged. All cash movements should be carried out during daylight. There can be some relaxation in metro and urban areas though depending on the law and order situation specific to the place or the guidelines issued by the local police. If the cash van has to make a night halt, it necessarily has to be in a police station. In case of inter-state movement, changeover of security personnel at the border crossing must be pre-arranged.

(9). The staff associated with cash handling should be adequately trained and duly certified through an accreditation process. Certification could be carried out through the SRO or other designated agencies.

(10). Character and antecedent verification of all crew members associated with cash van movement, should be done meticulously. Strict background check of the employees should include police

verification of at least the last two addresses. Such verifications should be updated periodically and shared on a common database at industry level. In case of dismissal of an employee, the CIT / CRA concerned should immediately inform the police with details.

(11). Safe and secure premises of adequate size for cash processing / handling/ merging and/or Vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents. The Bidder has to provide a list of Vaulting Centers along with the Bid.

(12). All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems like CCTV monitoring with recording for at least 90 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors.

(13). Work area should be separate from the cash area. The premises should be under the security of armed guards whose number should have reference to the scale of operations specific to the location but not less than five in any case.

(14). Critical information like customer account data should be kept highly secure. Access to the switch server should be restricted to banks. Interfaces where a bank gives access to the service provider or its sub-contractor to the bank's internal server should be limited to relevant information and secured. The data to be stored in such a manner as to facilitate enquiry and report generation simple and quick.

(15). The actual cash pick-up facility may be undertaken at those branches where the Bank's customer so demands. The number of branches from time to time may be increased/decreased at the discretion of the Bank.

(16). Should have/obtain before commencement of the work the requisite licenses approvals, certificates from all statutory authorities including Municipal Labour /P.F./Income Tax/Sales Tax/Commercial Tax/ESI Departments valid for minimum of the entire duration of the agreement i.e. 3(three) Year subject to renewal upto 5 years.

(17). The Agency shall keep proper record of the receipt of Cash along with related stationery indicating, inter alia, client from whom received. Document number, if any, branch code of branch to which the collected Cash is eventually deposited etc.

(18). The amount payable to those assigned the work executed by the bidders shall be based on the actual amount of work done by them without any guarantee of a minimum amount payable.

(19). The fee payable to the appointed Agency(ies) shall be paid within 30 days after satisfactory completion of the entire assignment, on calendar month basis, after receiving the data dump to the satisfaction of the Bank and the certificate as per the Bank's requirement.

(20). The agency has to arrange for transit insurance at adequate level.

(21). The agency should be in a position to quote different rates for cash pick up, merger and/or Vaulting arrangement for the clients center wise.

(22). Each page of the application should be signed & stamped by person/persons on behalf of the Agency.

(23). Conditional tenders will not be accepted.

(24). Cash pick-up MIS to be provided to all eligible clients in addition to BCMS Operations Department /Assigned BOB Department on the same day latest by 8.00 pm.

(25). Cash losses / shortages occurred from the cash pick up point to till the deposition at the designated depositing branch will be the responsibility of the Agency. After the confirmation of the date of commencement of service by the Appointed Agency for the BOB client, in case of default on the part of

the Appointed Agency to provide the services at the specified location of any of the clients on three occurrences during the month, without any prior intimation and justifiable reason, of the Appointed Agency will be liable to pay a penalty equal to double the pickup & Vaulting charges for those particular days. Under Circumstances, if such occurrences are consecutive for more than three days, of the Appointed Agency shall be liable to pay an additional penalty of Rs.25000/-. The penalty shall not be applicable only in case of force majeure events.

(26). The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis of Cash Vaults and Cash Vans at various centers and wherever necessary may advise changes to meet the specifications stipulated by the RBI/Bank for Cash vaults.

### **Annexure 01 - Guidelines for submission details and E-tendering**

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

<b>Section #</b>	<b>Section Heading</b>	<b>Pro forma Given</b>
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Compliance to Operating Procedure	Annexure 03
3.	Undertaking from the bidder	Annexure 04
4.	Bid Security (Earnest Money Deposit)	Bidder to Provide Transaction Details as per Annexure 5 or Bank Guarantee as per Annexure 7  For Micro and Small Enterprises (MSE) / Startups "Bid Security Declaration - As Per Annexure 6
5.	Covering Letter from Bidder	Annexure 08
6.	Conformity Letter	Annexure 10
7.	Executive Technical Summary	Bidder to provide
8.	Bidder Details	Annexure 11
9.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in the RFP
10.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
11.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain	Annexure 12

Section #	Section Heading	Pro forma Given
	any financial information)	
12.	Commercial Bid (should be strictly as per Commercial bid format)	Annexure 12
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
15.	Integrity pact	Bidder to provide detailed Annexure 13
16.	Service Level And Non Disclosure Agreement Format	Annexure 14
17.	Declaration-Cum-Undertaking-Cum-Indemnity	Annexure 15
18.	Confirmation Certificate	Annexure -16
19.	Format for Self-Certification of Local Content	Annexure - 17
20.	Certificate of Performance	Annexure-18
21.	Performance Bank Guarantee	Annexure -19

## 1. Guideline for E-TENDERING

### 1.1. General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:

<https://bobtenders.eproc.in>

### I. ACCESSING / PURCHASING OF BID DOCUMENTS:

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in etendering portal of Bank of Baroda. Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com)
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>) to have a user ID & Password.
- The amendments / clarifications to the tender, if any, will be posted on the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.



- Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at Prasar Bharati e-Tendering Portal (<https://bobtenders.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: 0124-4302033/36/37, bobsupport@c1india.com.
- It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Bank of Baroda nor C1 India Pvt. Ltd will be responsible for such eventualities.

## 1.2. Downloading of Tender Document

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

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

## 1.3. Preparation & Submission of Bids

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

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

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

## 1.5. Guidelines to Bidders for Electronic Tendering System

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

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

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on <https://bobtenders.eproc.in>. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: 0124-4302033/36/37 Email: bobsupport@c1india.com or may download Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. <https://bobtenders.eproc.in>.

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

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

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

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

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

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

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

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

### 1.5.3. Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth.

However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement : Windows 7 & above
- Browser Requirement (anyone from following)
  - Microsoft Internet Explorer (IE) version 11 and above
  - Mozilla Firefox - Latest version
  - Google Chrome - Latest version
- Browser settings
  1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
  2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.
- Supported File Types
  1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
  2. Files with .EXE, .PSD extensions are not allowed
  3. File size not to exceed 5 MB per attachment
  4. All uploaded files should be virus free and error free
- Minimum System Configuration
  1. CPU speed of 2.0 GHz
  2. USB Ports
  3. 2 GB of System Memory (RAM)
  4. Anti-virus software should be enabled and updated regularly
- Requirement of utility software
  1. Java Run Time Engine (JRE – 1.8.0) or higher.
  2. Microsoft Office 2003 with MS Word and MS Excel
  3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

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

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

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on <https://bobtenders.eproc.in>.

### 1.6.2. Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via Demand Draft/NEFT/RTGS mode & submit the details in the e-procurement portal.

### 1.6.3. Online Submission of Tender

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

- 1.6.4. **Close for Bidding** : After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.
- 1.6.5. **Online Final Confirmation**: After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.
- 1.6.6. **Short listing of Bidders for Commercial Bidding Process**: The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.
- 1.6.7. **Opening of the Commercial Bids**: The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.
- 1.6.8. **Tender Schedule (Key Dates)**: The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

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

- 1.7. **Important Points**: The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.
- The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
  - This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. <https://bobtenders.eproc.in>

Note: Bank and C1 India Pvt. Ltd shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

**ANNEXURE 02 – ELIGIBILITY CUM TECHNICAL BID**

<b>Sl.</b>	<b>Criteria</b>	<b>Complied (Yes/No)</b>	<b>Supporting Document required</b>
(i)	The service provider should have experience of successfully undertaken Cash Pickup Services for at least -2- Public/Private Sector Scheduled Banks for last 5 years. Presently they must have work orders of Cash Pickup Services of minimum -2- PSU/private sector Banks having branch network of more than 500 branches PAN India.		Work order copies issued by the Organizations/Banks and Certificate/letter stating about the performance of the Cash Pickup Services being provided. (Copy of the Format attached as Annexure-17)
(ii)	<p>The Bidder must have registered Annual Revenue/Turnover of Rs.5 Crore or above in each year during the last three completed financial years – 2020-21, 2021-22 &amp; 2022-23 (Not inclusive of the revenue/turnover of associate companies).</p> <p>Below clause is applicable for bidders who fall under the category of Micro &amp; Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder).</p> <p>The Bidder must have registered Annual Revenue/Turnover of Rs. 1.00 Crore or above in each year during the last three completed financial years – 2020-21, 2021-22 &amp; 2022-23 (Not inclusive of the revenue/turnover of associate companies).</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 &amp; 2022-23.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>
(iii)	The Bidder should be Profitable organization on the basis of Profit Before Tax (PBT) for at least 02 (two) out of last 3 (three) Financial years that is financial		Audited Financial statements for the financial years 2020-21, 2021-22 & 2022-23 and Certificate of the Statutory Auditor.

	years 2020-21, 2021-22 & 2022-23.		
(iv)	<p>Minimum Net worth of the Service Provider should be at least Rs. 100 Crores at all times.</p> <p>(Net worth will consist of paid up equity capital, free reserves, balances in share premium account and capital reserves representing surplus arising out of sale proceeds of assets but not reserve created by revaluation of assets' adjusted for accumulated loss balance, book value of intangible and deferred revenue expenditure, if any)</p>		<p>a) Audited Profit &amp; Loss Account and Balance Sheet for respective period.</p> <p>b) Certificate of Net worth and Positive earnings before interest, taxes, depreciation and amortization (EBITDA) for the past 2 years by Statutory auditor.</p>
(v)	The Service Provider should be able to operate at least -200-districts in India.		List of Service Provider's branch/ offices containing address, phone numbers and e-mail id along with the name and contact details of the person heading that branch/office.
(vi)	Minimum fleet size of 300 specially fabricated cash vans (owned/ leased) as per specification of vehicle mentioned at SI No 24 Terms and Conditions-Physical/Security Infrastructure		Confirmation certificate from Service Provider.
(vii)	The service provider should have an online system to inform/communicate to Bank's Zonal Monitoring Cell/Currency Chests/Designated branches of the Bank and the customers regarding the cash Picked up/delivered.		Confirmation certificate from Service Provider.
(viii)	The service provider should have an alert notification system to send alerts to the Bank's controlling offices and the customers of the Bank regarding Cash Pick-ups & deposits.		Confirmation certificate from Service Provider.

(ix)	The service provider should have an ability to connect to the Bank through a web service or through a SFTP if required by the Bank for providing data and images pertaining to cash collection/delivery		Confirmation certificate from Service Provider.
(x)	The service provider should have capabilities at all centers for counting of notes & coins and detection of fake notes.		Confirmation certificate from Service Provider.
(xi)	Service Provider must be able to offer Cash Burial at the locations offered under DSBS.		Confirmation certificate from Service Provider.
(xii)	Applicable registration/licenses/approvals/permits/certificates/NOC/tax clearance/ compliance certificates, etc.		Self-declaration for possession of valid documents and renewals in future. Original Documents from concerned authority as applicable should be with the Service Provider and same should be made available to Bank/RBI etc. on demand.
(xiii)	The Armed Guards provided by the Service Provider should be registered as per registration rules prevailing in the respective states as per local law.		As above.
(xiv)	The Service Provider must meet the declarations specified.		Refer Annexure -15
(xv)	The Service Provider should not be blacklisted/barred/disqualified by regulatory/ statutory body as on date of submission of bid.		Self-declaration.
(xvi)	All RBI, MHA, local State Government guidelines etc. to be complied with		Self-Declaration

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address & Email and Phone #

## Annexure 3

### PROPOSED OPERATING PROCEDURE

#### **A. Cash Pick up from Customer's premises:**

1. The service provider would get in touch with the customer to conduct a dry run as per start-up letter. During the dry run, the Service Provider would provide the deposit slips (in sets of 4), Scratch Card, Seal Tags and an authorised list of custodians (with photograph & signature) and any other means for secured transactions. A mutually comfortable time would be fixed for the cash pick-up.
2. Customer should use the special cash deposit slip (DigiCash Deposit Slip) provided by Bank for depositing cash. The deposit slip will consist of 4 copies viz. (1) Bank copy (2) Customer copy (3) Service Provider copy and (4) Customer copy to be delivered by the Service Provider on the next day with Bank's acknowledgement. Three copies of the cash deposit slip, filled in by the customer, will be put inside the sealed bag at the time of collection of cash. The Service Provider will hand over the 4<sup>th</sup> copy of the deposit slip, duly acknowledged, to the customer.
3. The customer should fill in the DigiCash deposit slip provided by the Bank, sign it and keep the deposit slip ready before the arrival of the Service Provider. Customer should use only the cash deposit slips specifically provided by the Bank for depositing cash. The customer should filled in separate deposit slips for Cash & Coins.
4. The customer should keep the entire cash, duly counted, denomination-wise, in packets of 100 pieces with note slips. The number of notes and the total amount in such packets should be correctly mentioned on the deposit slip.
5. The customer should separately pack loose currency with the note slips, stamp, signature and date. The number of notes and amount in such packets should be correctly mentioned on the note slips.
6. Customer should ensure that the notes are as per the Clean Note Policy of Reserve Bank of India and are neither stapled nor cello taped. The Service Provider will ensure the same is in order with RBI guidelines.
7. Customer will check the ID card of the service provider personnel collecting the cash with the list of authorized custodians provided by the Bank/Service Provider. For any change of custodians, an updated list will be provided to the customer immediately.
8. At the time of pick-up, the service provider will carry a leaf from the scratch card/Pay-in slip booklet held by them at their office, containing a serial number or any other suitable method of identification. Customer will also take out the same serial numbered leaf from the booklet made available to them. The hidden number in the scratch cards/any other method of identification should match (after scratching both the leaves). Only then the cash is handed over to the Service Provider.
9. In case of sealed bag collection process the Service Provider will count the number of packets (with 100 pieces) whereas the loose notes shall be separately counted and examined at customer's premises. Otherwise all the notes have to be counted.
10. The notes would be collected in a tamper-proof bag provided by the service provider and sealed by the customer. The seal tag would bear a serial number. Customer should mention this number on the cash deposit slip.
11. The Service Provider personnel will ensure that the deposit slips filled by the customer are complete in all respects viz. account number/codes, amount in figures and words tally with the physical cash, seal tag number etc.



12. After the process is completed, the custodian will stamp on the Service Provider's scratch card/Pay-in slip and exchange their copy with customer's copy. The Service Provider will also provide acknowledgement on customer's copy of the deposit slip and hand over the same to the customer. The Service Provider will also acknowledge the customer's deposit slip with the stamp "On behalf of BOB" and hand over the copy to the customer. The representative of the Service Provider will bring the sealed bag to the currency chest/branch of the Bank and hand it over to the Bank official.
13. The Service Provider should ensure that no Fake Note is accepted. The Bank will impound any counterfeit notes found and the Service Provider will be responsible for making good the loss, except in case of collection through sealed bag process.
14. Cash pick-up facility to the customer will be as per RBI guidelines. However, the Service Provider shall ensure that the entire cash received from the customer or vaulted is deposited in the designated Currency Chest/Branch of the Bank within the working hours of the said Currency Chest/Branch.
15. The Service Provider will inform the Bank/customers after cash pick-up and delivery to the branch through email, etc.
16. The Service Provider shall ensure that all the Cash received from the customer should be deposited (if not vaulted by them) in the specified currency chest/branch on working day before close of business hours sharply. Cash vaulted to be deposited in the specified currency chest/branch on the next working day within working hours. Cash Pick-up and deposit thereof will be synced by the service provider as per the customer's office and branch timings of the respective location.
17. Normal time for cash handover should be approximately 10-15 minutes.
18. Service Provider may be required to scan QR code at the time of visiting/leaving the customer's premises.

### **Operating Procedure at Bank:**

19. The Service Provider will deliver the sealed bag to the branch for processing. Before opening the Bag, the Bank staff will ensure that the seal is intact and has not been tampered with. The Bank staff will also verify that the Serial No. on the seal matches with the no. mentioned on the cash deposit slip.
20. The seal will be opened by the Bank staff and the cash will be counted in front of the Service Provider, in full view of the CCTV camera. The Branch will ensure that CCTV is fully functioning and the cash counting area is clearly visible to the camera.
21. In case the seal is tampered with, the Service Provider will be responsible for any disputes/discrepancies with customer's deposit slip. The matter should be immediately taken up with the Service Provider and the risk and onus for shortfall in cash, if found, is with the Service Provider. Once the cash is collected by its representative, the Service Provider is fully responsible for the cash till the time it is deposited in the Branch. This holds good for any difference in the amount on the deposit slip and the actual cash tendered to the branch.
22. Stamped receipts, Customer's copy will be given to the Service Provider for onward delivery to customer on next working day and Service Provider's copy will be given for their record.
23. The Service Provider will provide MIS in the prescribed format and the data file along with scans of customer deposit slips across all the locations to Bank at end of day for all cash pick-ups done by them across the country, which will be reconciled on daily basis by the Central Operations Hub to ensure that all customers' accounts have been correctly credited.

## **B. Cash Delivery at customer's premises:**

1. Delivery of Cash should be done by debit to the account of the customer on basis of requisition received in the form of a cheque.
2. The cash will be withdrawn and will be kept in the cash bag/box of the Service Provider. The cash bag/box will be sealed by the Bank official using numbered seal tag.
3. The official of the Service Provider will be given a copy of the scanned cheque for verification along with the personal details of the customer like photograph and address. He/she will be handed over the sealed cash bag/box for onward delivery. On the back of the copy of scan cheque Bank will write the seal tag number, which the customer will verify after opening the sealed bag.
4. After reaching the destination, the Service Provider official will give his/her personal identification and verify the identity of the customer, receive the cheque in original and compare the same with the scanned copy for correctness.
5. The original cheque will be received and kept with the official of the Service Provider for onward submission to the branch.
6. After satisfactory confirmation, official of the Service Provider will hand over the sealed bag /box containing the cash to the customer.
7. The customer will check the seal of the bag/box and open the same to receive the cash.
8. After counting the cash, the customer will give a receipt for the cash to the official of the Service Provider.
9. The official of the Service Provider will return to the branch and hand over the cheque in original along with the receipt duly signed by the customer on the next working day positively.
10. Bank may introduce the scratch card identification process as mentioned above at point no. A-8 or OTP process or any other process for strengthening the cash delivery system.

## **C. Man Behind Counters (MBC)**

The service provider will deploy staff at counters of Bank's customers like Municipalities, Water Sanitization Boards, hospitals, corporates, etc. to collect cash, cheques/DD/BC and provide reconciliation of these accounts under "Man Behind Counter (MBC)".

1. The Service Providers will provide the city wise (Tier-1, Tier- 2, Tier-3) feasibility of MBC services.
2. Bank may require Service Provider to provide resources at customer's location.
3. Bank will issue letter of intent to Service Provider for deputing resources at customer's premises for cash and cheque collection from walk-in customers.
4. Service Provider will carry out site inspection and general training to the customer.
5. Service Provider will ensure adequate manning of the cash counter in shift/s as per agreement with the customer for collection of cash or cheque.
6. The resources will ensure counting and verification of cash received, do the necessary data entry in system and issue system generated receipt/acknowledgement.

7. The resource will also ensure merging of cash, preparation of end-of-day MIS and reconciliation of physical cash with system balance and submission of end-of-shift MIS to customer after each shift.
8. Customer's authorized official will acknowledge the MIS after reconciling the same with system balance/scroll sheet and actual cash.
9. Cash packets will be handed over to customer's authorized official after proper bundle counting and customer will keep the cash under its lock.
10. Where customer has also opted for cash/cheque pick-up facility, the resource will hand-over the cash to authorized cash pick up team of the Service Provider for deposit of the cash with the Bank.
11. Invoice should be raised to respective zone issuing the letter of intent as per agreed terms for service rendered under MBC by selected Service Provider.
12. OTP process manual (for Client).

CMS custodian will visit Customer Site for Pick-ups

Customer or customer representative will verify the Employee code of Custodian with CMS I card and as per authorised CE list received from CMS/Bank

Customer will initiate cash counting and hand over formalities as per agreed SLA

Before the physical cash hand over process is completed, CMS custodian will enter the pick up amount in his Mobile/App and request for Customer's mobile number to enable the system to send a random OTP to that mobile number through SMS. The OTP will be received and will be valid for 15 minutes only.

After validating the amount, cms custodian/employee code etc customer will hand over the cash to CMS/custodian.

Once satisfied , the customer representative may check that all details and amount is mentioned in CMS/mobile app is correct, thatn only customer representative should enter OTP to validate the transaction.

Once the above procedure is met and OTP is entered, CMS custodian will submit the proceed button to complete the transactions data entery and a receipt will be triggered /received on customer/sender mobile no. through sms.

The SMS contains the Client Code wise Pick up amount entered in RCM/mobile application and link to download e-receipt.

Bank reserves the right to change/ modify the process flow/operating procedure at any point of time.

**Annexure – 04**

**Undertaking from the Vendor**

To  
General Manager  
Baroda Cash Management Services  
Bank of Baroda  
Baroda Sun Tower  
BKC, Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for Proposal for Empanelment of Agencies For Picking-Up Cash From Customers, Processing Of Cash**

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.
  - 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)
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. 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 Name:

Designation:

**Vendor's Corporate Name Address, Email and Phone #**

**Annexure 05 – Bid Security Letter**

To,

General Manager  
Baroda Cash Management Services  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: RFP FOR PROCUREMENT OF -----.**

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:** Online Transfer/Bank Guarantee

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer) /Bank Guarantee

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or 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 EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

**Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

**A/C Name:**

**A/C No. (Company account details):**

**IFSC Code:**

**Bank Name:**

**Bank Address:**

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

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



Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

**Annexure 06 – Bid Security Declaration Form  
(For Micro and Small Enterprises (MSE) / Startups)**

To,  
General Manager,  
Baroda Cash Management Services,  
Baroda Sun Tower, Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: : Request for Proposal for Empanelment Of Agencies For Cash Pickup and Processing Services**

I/We, the undersigned, declare that M/s... is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro & Small Enterprises (MSEs) / Startups which are valid on last date of submission of the tender documents are enclosed.

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro & Small Enterprises (MSEs).

OR

2A. As per the tender / RFP no: ..... floated for ..... at para no ..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro & Small Enterprises (MSEs).

2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

4. I/We declare that I am the authorized person of ..... to make the declaration for and on behalf of ..... Letter of Authority for executing declaration is enclosed

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate)

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

**Annexure 07-**

**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

## Annexure 08 – Covering letter from the Bidder

To

General Manager  
Baroda Cash Management Services  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

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".
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

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

### **Annexure 09–Pre-Bid Queries Form**

(Please note that all pre-bid queried need to be send by email in excel format only) [Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need. Name :

Tel No: e-Mail ID:

Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address

Email and Phone # Date:

### Annexure 10–Conformity Letter

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

To

General Manager  
Baroda Cash Management Services (BCMS)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

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 #

## Annexure 11-BIDDER DETAILS

### Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Status of the firm whether company/firm/proprietary)	
5.	Name of Directors/Partners/Proprietor	
6.	Name and address of Bankers	
7.	Brief description of the Bidder including details of its main line of business	
8.	Whether registered for tax purposes. If so, mention TIN number and date.	
9.	Company website URL	
10.	Company PAN	
11.	Company GSTIN Number	
12.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	
13.	Declaration regarding near relatives working in the Bank	
14.	Particulars of earnest money submitted with the RFP	
15.	Email address(s) of the key personnel dealing with this RFP	
16.	Facility for note counting and verification of cash	
17.	Overnight cash handling with vaulting facility	
18.	No. of transport vehicles	



19.	Security: No. of Armoured guards	
20.	Willing to provide transit insurance + Agency Cash at vault and Employee Fidelity insurance cover at adequate level	
21.	No. of employees	
22.	All RBI, MHA, local State Government guidelines etc. to be complied with	
23.	Details for EMD Refund (applicable only if EMD is directly credited in designated account):- a) Account No. b) Name of account holder c) Name of Bank d) IFSC Code	

**Name & Signature of authorised signatory**

**Seal of Company**



## ANNEXURE 12 - COMMERCIAL BID

Empanelment Of Agencies For Cash Pick Up Facility From Bank Of Baroda Customers On Pan India Basis Including Data Entry And Capturing Images Of Deposit Slips (Processing Services) Under Doorstep Banking Services

Name of the Bidder:

STATEMENT FOR SUBMISSION OF BIDS

### I/We submit hereunder our Commercial Bid

Service Charges for cash pickup and delivery:

(Amount in Rs.)

<b><u>i. Cash Pickup Pricing for Beat Pick-up:</u></b>		
<b>Sl. No</b>	<b>Cash Slab</b>	<b>Beat Cash Pickup</b>
R1	Up to Rs.0.50 Lakhs	Rs _____
R2	Above Rs.0.50 Lakhs to Rs.1.00 Lakhs	Rs _____
R3	Above Rs.1.00 Lakhs to Rs.2.00 Lakhs	Rs _____
R4	Above Rs.2.00 Lakhs to Rs.4.00 Lakhs	Rs _____
R5	Above Rs.4.00 Lakhs to Rs.6.00 Lakhs	Rs _____
R6	Above Rs.6.00 Lakhs to Rs.8.00 Lakhs	Rs _____
R7	Above Rs.8.00 Lakhs to Rs.10.00 Lakhs	Rs _____
R8	Above Rs.10.00 Lakhs to Rs.15.00 Lakhs	Rs _____
R9	Above Rs.15.00 Lakhs to Rs.20.00 Lakhs	Rs _____
R10	Above Rs.20.00 Lakhs to Rs.50.00 Lakhs	Rs _____
R11	Above Rs.50.00 Lakhs to Rs.100.00 Lakhs	Rs _____
R12	Above Rs.100.00 Lakhs to Rs.400.00 Lakhs	Rs _____
<b><u>ii. Service Charges for On Call Cash Pickup and On Call delivery services:</u></b>		
<b>Sl. No</b>	<b>Cash Slab</b>	<b>On Call Cash Pickup/Delivery</b>
R13	Up to Rs.0.50 Lakhs	Rs _____
R14	Above Rs.0.50 Lakhs to Rs.1.00 Lakhs	Rs _____
R15	Above Rs.1.00 Lakhs to Rs.2.00 Lakhs	Rs _____
R16	Above Rs.2.00 Lakhs to Rs.4.00 Lakhs	Rs _____
R17	Above Rs.4.00 Lakhs to Rs.6.00 Lakhs	Rs _____
R18	Above Rs.6.00 Lakhs to Rs.8.00 Lakhs	Rs _____
R19	Above Rs.8.00 Lakhs to Rs.10.00 Lakhs	Rs _____
R20	Above Rs.10.00 Lakhs to Rs.15.00 Lakhs	Rs _____
R21	Above Rs.15.00 Lakhs to Rs.20.00 Lakhs	Rs _____
R22	Above Rs.20.00 Lakhs to Rs.50.00 Lakhs	Rs _____
R23	Above Rs.50.00 Lakhs to Rs.100.00 Lakhs	Rs _____
R24	Above Rs.100.00 Lakhs to Rs.400.00 Lakhs	Rs _____
<b><u>iii. Variable/Additional Charges:</u></b>		
<b>Sl. No</b>	<b>Services</b>	<b>Service Charges</b>
R25	Additional KMs (to & fro) charges outside city limits per KM	Rs ____ per KM
R26	Coin counting	Rs ____ per Rs 1,000





R27	Vaulting Charges	Rs ____ per Rs 1,000
R28	Service Charges for pick-ups on Sunday and Bank's Holiday	____% of on call charges
R29	Counting of cash at client premises at the time of pickup	Rs ____ per Rs 1,000
R30	Counting and verification of cash at client premises at the time of pickup	Rs ____ per Rs 1,000
R31	Opening Seal Bag, Counting, Verification and Merging of cash at Service Provider's premises + Processing of Cash	Rs ____ per Rs 1,000
R32	Cash picked above the define daily cash limit per Rs 50,000 & part thereof	Rs _____
R33	Cash Burial Charges	***
	Rs 100 & above denomination	Rs ____ per Rs 1,000
	below Rs 100 denomination	Rs ____ per Rs 1,000
	Coins	Rs ____ per Rs 1,000

<b>iv. Man Behind Counter Services:</b>		
Sl No	Services	Service Charges
	Deputing Per Person Per month for Managing Counter (in Rs.)	
R34	Tier 1 – Delhi/NCR, Mumbai , Chennai, Kolkata, Bangalore and Hyderabad.	Rs ____ per Person Per Month
R35	Tier 2 – All Other State Capitals, Pune, Ahmedabad, Kochi, Surat, Vishakhapatnam, Vadodara.	Rs ____ per Person Per Month
R36	Tier 3 – All Other Centers	Rs ____ per Person Per Month
R37	Cash Handling Charges	Rs.____ per Rs.1000
R38	Additional Hour above 8 Hours Shift time	Rs.____ Per Person per Hour.
R39	Working on Festival / Bank Holidays except regular Saturdays and Sunday	Rs.____ per Person per Day

Above rates are inclusive of all the costs except the GST.

Prescribed Mode of transport- Specially fabricated Vans as per RBI norms. Number of armed guards to be arranged in accordance with the RBI norms/ MHA guidelines.

I/we shall be flexible in negotiating the price based on the individual deals/on case to case basis and on explicit request by the Bank.

Additional Kilometer (KM) charges up to 25 KM beyond city Limit to be quoted in R-25. The charges beyond it will be mutually decided by Bank and Service Provider subject to acceptance of the Customer of the Bank. Municipal limits will be considered as City Limits.

**Authorized Signatory**

**SEAL**

(Name, address, telephone no., e-mail & Designation, seal of the Service Provider with necessary Board resolution/Document giving the authority to sign the RFP)

Date:-

Place:-



बैंक ऑफ़ बड़ोदा  
Bank of Baroda



## Annexure 13 – Integrity Pact

### **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**

- (1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the BOB , personally or through 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.
  - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an



advantage in relation to the tender process or the contract execution.

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

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

- (1) 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**

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

### **Section 5 - Previous transgression**

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

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

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

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

- (1)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.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) 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.
- (4) 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.
- (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

## Section 9 - Pact Duration

This Pact shall be effective 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

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

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BOB	BIDDER
Name of the Officer:	Chief Executive Officer
Designation:	Department:
Date:	Date:
Place:	Place:
Witness	Witness
1. _____	1. _____
2. _____	2. _____



## Annexure 14 - SERVICE LEVEL AND NON DISCLOSURE 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 Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

### AND

\_\_\_\_\_, a company incorporated under the Companies Act 1956/2013, India, having its registered office at

\_\_\_\_\_, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

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

### WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 25 countries. Bank desires to \_\_\_\_\_ 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 Supply, Installation & Maintenance of Network Hardware. 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

### 2. TERM

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

### 3. SCOPE OF SERVICE

- The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I 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.

- The Service Provider understand and agree that the empanelment does not entitle Service Provider to demand work. Entrustment of the work is purely at the discretion of the Bank. The bank may adopt one or more following modality's to allot work to one or more empaneled service providers whenever need arise;
- During the empanelment period, bank will seek commercial prices from empaneled service providers for awarding the work, these prices should be below the ceiling rates.
- Considering the past performance bank may allot work one or more empaneled service providers on nomination basis;

#### 4. STANDARDS

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

#### 5. DELIVERY

(Terms mentioned in the RFP)

#### 6. Transportation and Insurance

(Terms mentioned in the RFP)

#### 7. Pre-shipment Inspections

(Terms mentioned in the RFP)

#### 8. Installation

(Terms mentioned in the RFP)

#### 9. Replacement of network hardware

(Terms mentioned in the RFP)

#### 10. Affixing Asset Tags on network hardware Equipment:

(Terms mentioned in the RFP)

#### 11. Warranty including Annual Maintenance Contract (AMC):

(Terms mentioned in the RFP)

#### 12. DOCUMENTATION

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

#### 13. 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.

#### 14. PAYMENT TERMS

The payments shall be released by BOB's CMS Office on presentation of Original copies of Invoice. The Bank will release the payments only on receipt of all the relevant documents, within a period of 30 days from the date of receipt of undisputed relevant documents. Any dispute regarding the relevant documents will be communicated within 30 days from the date of receipt of the relevant documents. After the dispute is resolved, Bank will make payment within 30 days from the date the dispute stands resolved

#### 15. 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.

#### 16. 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.

## 17. 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.

## 18. 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.

## 19. 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.

## 20. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs.50,00,000/- (Rupees Fifty Lakhs 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 3 months with additional claim period of three months after expiry of validity period.

## 21. 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.

## **22. 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.

## **23. 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 Mumbai 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.

## 24. 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.

## 25. 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.



## 26. 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.

## 27. 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.

## 28. 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.

## 29. 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.

## 30. 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.

## 31. 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.

### **32. FORCE MAJEURE**

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

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

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

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

### **SURVIVAL:**

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

### **33. 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

Baroda Cash Management Services , 6<sup>th</sup> Floor Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051

ATTN: Assistant General Manager (IT)

**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.



बैंक ऑफ़ बड़ोदा  
Bank of Baroda



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 2 :

Witness 1 :

Witness 2 :

## Annexure-15

### DECLARATION-CUM-UNDERTAKING-CUM-INDEMNITY BY THE SERVICE PROVIDER



**Outsourcing of Door Step Banking Services (DSBS) covering Cash Pickup / Delivery services from/to the door step of customers of Bank of Baroda including data entry of cheques and deposit slips, capturing images of deposit slips (processing services).**

In case my/our Offer is accepted, I/we undertake the following and declare as under:-

- 1. I/we declare that I/we am/are fully capable of providing the Cash vaulting, Cash & Coins Burial, Counting of Notes & Coins and Fake note detection services to the Bank.*
- 2. Undertake to submit Police verification of any of our staff as and when demanded by the Bank.*
- 3. That the armed guards will possess valid gun licenses with local Police approvals wherever necessary. The drivers of the vehicle will possess valid driving licenses.*
- 4. Will provide mechanically fit and secured mode of conveyance for DSBS from and at the door step of customers of Bank of Baroda.*
- 5. The vehicles being put up for DSBS shall not be older than 5 (Five) years on the day of deployment.*
- 6. Each cash van will be GPS enabled and monitored live with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.*
- 7. Each cash van will have tubeless tyres, wireless (mobile) communication and hooters. The vans will not follow the same route and timing repeatedly so as to become predictable. Predictable movement on regular routes will be discouraged.*
- 8. All particulars of Staff being made available will be provided to the Bank as and when demanded.*
- 9. I/we fully indemnify the Bank against any loss and have a Fidelity Policy for Rs. 4.00 Crores (Rs. Four crores) which would be kept renewed and assigned in favour of the Bank and a copy of such policy will be provided to the Bank.*
- 10. I/we will adequately insure our Cash Vaults and indemnify the Bank to the extent of the amount vaulted therein for the Bank. The said policy will be assigned in favour of Bank.*
- 11. I/we declare that we are fully compliant with all the statutory obligations of the Government of India/State Governments and local authorities as applicable. We have/will obtain before commencement of the work, the requisite licenses, approvals, certificates from all statutory authorities valid for the entire duration of the agreement*



12. *The company has training facilities for the crew, where the staff will undergo periodic training and a certificate of such training will be submitted to the Bank periodically.*
13. *The company is registered under Private Security Agencies (Regulation) Act, 2005 and has valid sanction for providing Armed Guards Services or Service Provider for Armed Guards to the Company is registered under PSAR 2005/ State Government registration as prevailing in respective states/ local law.*
14. *The vehicle for DSBS will have RTO passing and applicable State Government registration and permits for commercial activity as required for the Bank / branch.*
15. *All the laws applicable to Union, State and local laws, ordinance, regulations and codes will be complied.*
16. *We will ensure compliance with existing and future RBI & other regulatory guidelines for pick-up of cash.*
17. *Will fully facilitate for the Bank's compliance with regard to Reserve Bank of India guidelines on Code of Conduct in Outsourcing of Financial services by Banks.*
18. *I/We understand that if any false information is detected at a later date, any contract made between ourselves and Bank of Baroda, on the basis of the information given by me/us can be treated as invalid by the Bank and I/We will be solely responsible for the consequences.*
19. *I/We agree that the decision of Bank of Baroda in selection of Service provider(s) will be final and binding to me/us. I/we have no objection in appointment of multiple vendor in any of the centers.*
20. *I/we are capable of providing counting of the notes and coins as well as detection of fake notes at customer's premises.*
21. *I/we are capable of providing late evening/night pick-up and pick-up on holidays and Sundays.*
22. *I/we are capable of providing Cash Burial facility at any location offered under DSBS and transfer the funds electronically to the Bank.*
23. *I/we declare that in case of any note picked up by me/us from the customer's premises is detected as fake by the Bank, the onus will be on me/us and I/we will compensate for the loss to the customer/Bank and will abide by the rules of RBI in this regard. I/we understand that this clause is not applicable in case of cash collected through sealed bag process.*
24. *I/we will provide all necessary MIS and reconciliation data to the bank in Bank's format on EOD.*



25. I/we will deposit all the cash picked up at the designated branch/currency chest of the Bank or as directed by the Bank, during the working hours.
26. As and when directed by the Bank I/we may retain cash overnight (incl. holidays and Sundays). It is my/our responsibility to arrange for all the required infrastructure like safe deposit vault, security measures including CCTV camera etc. and will take all the precautions as taken by a prudent banker in such a case and follow all the Reserve Bank of India/statutory guidelines issued from time to time in this respect.
27. I/we have obtained and will keep on renewing (if required) all the requisite licenses, approvals, certificates, registrations, permits, NOC, tax clearance, compliance certificates like GST, Income Tax (PAN, TAN etc.), PF, ESIC, EPF, Contract Labour Act 1979 etc. from all statutory authorities as required for our business and indemnify the Bank against the payment of penalties and/or any other charges imposed by the concerned authority on me/us.
28. All the information furnished by me/us hereunder is correct to the best of my/our knowledge and belief.
29. We undertake to produce the original documents, licenses, approvals, certificates, registrations, permits, NOC, tax clearance, compliance certificates etc. from the concerned authority to the Bank/RBI/Statutory Authorities on demand.
30. I/we agree that I/we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
31. I/We understand that the quantum of collection centres/amount is approximate only and it may decrease or increase as per the requirement of the Bank.
32. I/We confirm that I/we/Directors are not defaulter to any of the Bank/Financial Institution.
33. I/We confirm that none of the Directors have any relatives working in Bank of Baroda.
34. Net worth certificate from Statuary Auditor as on -----
35. I/We is/are not disqualified or debarred/ blacklisted by any Public/Private Sector Bank for providing CMS/DSBS.
36. I/we have downloaded the tender documents from the website [www.bankofbaroda.com](http://www.bankofbaroda.com) of the Bank and have not tampered/modified the tender document in any manner. In case, if the same is found to be tempered/modified, I/we understand that our tender will be summarily rejected and appropriate action will be initiated against me/us.
37. I/We undertake that I/We shall implement and maintain reasonable security practices as guided by RBI , MHA ,local state guidelines etc. from time to time.



बैंक ऑफ़ बड़ोदा  
Bank of Baroda



38. I/we do declare that we have carefully read all the terms and conditions mentioned in the RFP document and express our consent and agree to abide by all the terms and conditions as stipulated in the RFP document.

**Authorized Signatory**

**SEAL**

(Name, address, telephone no. , e-mail & Designation, seal of the Service Provider with necessary Board resolution/Document giving the authority to sign the RFP)

Date:-

Place:-





**Annexure-16**

**CONFIRMATION CERTIFICATE**

I/we confirm that I/we have/will

1. a minimum fleet size of 300 specially fabricated cash vans (owned/ leased) as per specification of vehicle mentioned at point no. 24.A – Physical /Security Infrastructure of the RFP.
2. an online system to inform/communicate to Bank's Zonal Monitoring Cell/Currency Chests/Designated branches of the Bank and the customers regarding the cash Picked up/delivered.
3. an alert notification system to send alerts to the Bank's controlling offices and the customers of the Bank regarding Cash Pick-ups & deposits.
4. an ability to connect to the Bank through a web service or through a SFTP if required by the Bank for providing data and images pertaining to cash collection/delivery.
5. the capabilities at all centers for counting of notes & coins and detection of fake notes.
6. no objection in Bank's appointing more than one Service Providers in any of the location.
7. be flexible in lowering the price based on the individual deals/on case to case basis within the overall ambit of RFP and on explicit request by the Bank.

**Authorized Signatory**

**SEAL**

(Name, address, telephone no. , e-mail & Designation, seal of the Service Provider with necessary Board resolution/Document giving the authority to sign the RFP)

Date:-

Place:-



बैंक ऑफ़ बड़ोदा  
Bank of Baroda



## Annexure-17

### CERTIFICATE OF PERFORMANCE TO BE SUBMITTED ON THE CONCERNED BANK'S LETTER PAD

#### TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. \_\_\_\_\_ is providing cash pick-up /delivery services to us since:-

1. From \_\_\_\_\_ To \_\_\_\_\_
2. From \_\_\_\_\_ To \_\_\_\_\_
3. From \_\_\_\_\_ To \_\_\_\_\_
4. From \_\_\_\_\_ To \_\_\_\_\_
5. From \_\_\_\_\_ To \_\_\_\_\_

Their services are satisfactory.

This Certificate is issued to the Service Provider for bidding in RFP in Bank of Baroda.

(Name and Designation of the signing authority of the Bank)  
(Only to be issued by Controlling Office under official seal)

Telephone No:

e-mail ID:

Place:

Date:



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Bank of Baroda



Annexure - 18

**Format for Self-Certification of Local Content**

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Ref.: RFP No. :** \_\_\_\_\_ **Dated:** \_\_\_\_\_

This is to certify that proposed \_\_\_\_\_ < details of services > is having the localcontent of \_\_\_\_\_% as defined in the above mentioned RFP.

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

SI No	Product details	Name of place
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

**Signature of authorised officialName:**

**Company seal:**



**Annexure 19-Performance Guarantee**

**BANK GUARANTEE**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

General Manager  
Bank of Baroda  
Baroda Cash Management Services  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

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.



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Bank of Baroda



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