Request for Proposal (RFP) for Implementation of Biometric Authentication for Core Banking System

Bank of Baroda
(Lead Bank of Consortium of PSU Banks)
Baroda Corporate Centre
C-34, G-Block, Baroda Sun Tower
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051

21 April 2012
RFP Reference: BCC:IT&PROJ:104:06

[A] Important Dates:

1. Issuance of RFP Document by Bank from 0000 hours IST on 21st April, 2012
2. Last date of submitting queries to the RFP before the pre-bid meeting 1700 hours IST on 27th April, 2012
3. Pre-bid meeting 1500 hours IST on 30th April, 2012 at Bank of Baroda. Baroda Sun Tower, BKC, Mumbai
4. Last Date of Submission of Response by the Bidder 1500 hours IST on 14th May 2012 at Bank of Baroda. Baroda Sun Tower, BKC, Mumbai
5. Opening of Technical Bid 1600 hours IST on 14th May 2012 at Bank of Baroda, Baroda Sun Tower, BKC Mumbai

[B] Important Clarifications:
Following terms are used in the document interchangeably to mean:

1. Bank, Banks means “Bank of Baroda”, “Public Sector Banks” and their sponsored RRBs/Subsidiaries/Associates using Finacle as Core Banking Solution.
2. RFP means this “RFP document”
3. Recipient, Respondent and Bidder means “Respondent to the RFP document”.
4. OEMs means “Original Equipment Manufacturers”
5. Tender means RFP response documents prepared by the bidder and submitted to Bank

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. Banks expect the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. in the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1 Introduction

1.1 Introduction and Disclaimer
This Request for Proposal document (“RFP document” or “RFP”) has been prepared solely for the purpose of enabling the Consortium of Public Sector Banks and their sponsored RRBs/Subsidiaries/Associates using Finacle as Core Banking Application (“Bank” or “Banks”) to select a system integrator for supply, install, integrate and operationalise a suitable Biometric solution, application servers and Finger Print Devices across the public sector Bank’s (as mentioned in section 2.2 of this RFP) branches in India to introduce Bio-metric authentication for accessing Finacle (CBS) application by its employee and other authorized persons.

The term “Bank” or “Banks” in this RFP is to be used loosely for the Consortium of Public Sector Banks and their sponsored RRBs/Subsidiaries/Associates using Finacle as Core Banking Application, issuing this RFP. This RFP is being issued on behalf of these banks. However, other banks, as may be decided by the Consortium managing the bid process, will also be eligible for availing the solution at the same rate subject to them fulfilling the necessary Regulatory / operational requirements. The selected vendor will have to enter into separate agreement with each of the individual banks placing orders.

The RFP document is not a recommendation, offer or invitation 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.

1.2 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 Bank in relation to the provision of services. Neither 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. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 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”) i.e. Government Organization, PSU, limited Company and no other person or organization.

1.4 Confidentiality
The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.
The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

1.5 Disclaimer
Subject to any law to the contrary, and to the maximum extent permitted by law, 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, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.6 Cost Borne by Respondents
All cost and expenses (whether in terms of time or money) incurred by Recipients/Respondents in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Bank will be borne entirely and exclusively by the Recipients/Respondents.

1.7 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 full satisfaction of the Bank.

1.8 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.

1.9 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 organisations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient 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.

1.10 Errors and Omissions
Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.
1.11 Acceptance of Terms
A Recipient will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document.
2 Project Details

2.1 Project Background

Banks, mentioned in Section 2.2 of this RFP, have implemented Finacle as Core Banking System and intend to implement biometric authentication/login for banks’ employee and authorized persons having access to CBS for the improvement of the systems and procedures and to prevent incidence of internal frauds.

Bank of Baroda is designated as a Lead Bank for floating the RFP to select suitable solution for implementation of the Biometric solution on behalf of all public sector Banks, their sponsored RRBs, subsidiaries having Finacle as Core Banking System as mentioned in Section 2.2 of this RFP.

2.2 Requirement

The Banks intend to select a vendor to supply, install, integrate and operationalise a suitable Biometric Solution, Application Servers and Finger Print Devices across the public sector Bank’s branches in India for the introduction of Biometric Login Authentication in Finacle (CBS) application.

The solution proposed should be integrated seamlessly with the existing Core Banking Solution used by the Bank in conjunction with the existing user id & password authentication.

Even though the solution is CBS agnostic, however the sizing of the HW / SW required at the back end processing should be done on Bank wise and same should be included in the technical bid.

To arrive the sizing of the HW / SW required for the back end processing, we herewith provide the list of Bank and its requirement (i.e. No. of device, total No. of Users, Concurrent users, etc.)

Details of the Bank and Biometric Device requirement is provided as below

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Bank</th>
<th>Finacle version (CBS)</th>
<th>No. of Biometric Device required</th>
<th>Total No. of CBS application Users</th>
<th>Concurrent Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Allahabad Bank</td>
<td>7.0.18</td>
<td>2459</td>
<td>2459</td>
<td>1721</td>
</tr>
<tr>
<td>02.</td>
<td>Andhra Bank</td>
<td>7.0.16 &amp; 7.0.18</td>
<td>6755</td>
<td>6755</td>
<td>4729</td>
</tr>
<tr>
<td>03.</td>
<td>Bank of Baroda</td>
<td>7.0.25 &amp; 7.0.18</td>
<td>30000</td>
<td>30000</td>
<td>21000</td>
</tr>
<tr>
<td>04.</td>
<td>Bank of India</td>
<td>7.0.25</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>05.</td>
<td>Canara Bank</td>
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<tr>
<td>06.</td>
<td>Central Bank of India</td>
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<td>5891</td>
<td>4124</td>
</tr>
<tr>
<td>07.</td>
<td>Dena Bank</td>
<td>7.0.11 &amp; 7.0.18</td>
<td>5350</td>
<td>5350</td>
<td>3745</td>
</tr>
<tr>
<td>08.</td>
<td>Oriental Bank of Commerce</td>
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<td>14000</td>
<td>9800</td>
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<tr>
<td>09.</td>
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<td>35000</td>
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<tr>
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<tr>
<td>11.</td>
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<td>2260</td>
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<tr>
<td>12.</td>
<td>Union Bank of India</td>
<td>7.0.18</td>
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<td>27500</td>
<td>19250</td>
</tr>
<tr>
<td>13.</td>
<td>United Bank of India</td>
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<td>9250</td>
<td>6475</td>
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<tr>
<td>14.</td>
<td>Vijaya Bank</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td>197014</td>
<td>197014</td>
<td>137911</td>
</tr>
</tbody>
</table>
Note:

a) The bidder should size the HW / SW requirement with overhead of 25% of the users mentioned above in order to cater to the increase in total user / concurrent user for another 5-7 years.

b) Only sizing will be arrived by the vendor, Individual Bank will arrange the required HW, OS and supply the same during the UAT phase.

c) Bidder should quote for Database required for the proposed solution. It will be optional item, banks reserves right to order or drop. However, it will be included in TCO and considered for commercial evaluation.

2.3 Scope of Work (in General)

a) Banks intend to procure and implement Biometric Solution across their branches spread across the country. Biometric Solution includes Finger Print Biometric Devices, Application Software and necessary interface with CBS to port Biometric Application Software (hereinafter referred to as ‘Biometric Solution’)

b) Client machines will be accessing the application through a Web browser (Internet Explorer 6.0 / 8.0 / Mozilla Firefox) where the finger print devices are connected. The backend application will receive live finger print information from the client machines. The live finger print information received will be compared with the respective finger print template stored in the database and send a YES / NO response. Application should also be compatible with any other web browsers suitable to future technology like opera, safari etc.

c) Bidder should load software / packages required to be loaded at client machines in order to run the browser based application. There should not be any application level dependency at branch apart from biometric device connectivity.

d) Customization of the application software, if required has to be done by the bidder at no additional cost to the Bank.

e) Bidder should provide Hardware (servers) sizing details for porting the application software depending on the number of users, concurrent users and peak time. (i.e. 9:00 am – 11:00 am)

f) Details of hardware technical specification (including system software) purported to be supplied along with the software solution should be submitted in a separate sheet along with the technical bid. Biometric solution software should carry a warranty of 1 year from the date of implementation of biometric solution.

g) Bidder would ensure that existing application functionality either at the branch or at central level is not disturbed due to implementation of Biometric solution / Device.

h) Bidder would ensure the resources availability at the central location of each Bank starting from the UAT phase till the completion of rollout of biometric device at all the branches of the Bank. The cost for the same should be factored in implementation cost.

i) Bidder also would ensure the availability of minimum one resource at the central location of each Bank after the implementation, in order to provide technical support for the biometric solution / device, under maintenance (warranty/AMC/ATS) services cost. However individual bank may decide to add more number of resources at the central location and the bidder should be in a position to cater the requirement as and when the order for the same is received from the Bank. Per person cost for the same should be factored separately.

j) Onsite resource should pro-actively monitor the down calls of solution / device and ensure that calls are closed in time and submit the monthly / quarterly down call reports to the Bank.
for calculation of SLA. The required software (if any) for this purpose may be provided by
the Vendor either at onsite or accessed through web/remote.

k) The bidder should be able to provide the initial quantity of 50000 units of Biometric Devices
within 4 weeks period from the date of the award of the contract, to be delivered at the
locations advised by the Bank.

l) Bidder should provide perpetual, enterprise wide (i.e. Bank, It’s sponsored RRBs,
subsidiaries/associates constitute a single enterprise) license (unlimited) for the biometric
application with unlimited user license and for unlimited instances. Biometric application
software should not require any other licenses like Client Access Licenses (CAL) etc to run
the application at branch level.

m) Bidder should co-ordinate with CBS application vendor (i.e. Infosys), hardware vendor,
Bank’s System Integrator for seamless integration of Biometric solution with Finacle
application.

Project Implementation – Biometric Software (applicable only for successful bidder)

Phase I

Bank desires to conduct a complete User Acceptance Test (both functional as well as
technical) before pilot implementation on the following terms and conditions:

a) Individual Bank will provide test server along with the necessary OS software as per sizing
provided by the successful bidder. The Bank will provide support of hardware vendor;
however it will be the responsibility of the Vendor to install/re-install, configure, fine-tune
OS, database and any other required software/middleware, if required.

b) Successful Bidder (SB) has to install the Biometric Software, Finger Print device within
Seven (7) days from the date of Purchase Order at their own cost for UAT at the location as
notified by the Bank.

c) Bidder in consultation with Bank’s team should assess the customisation requirement.

d) UAT should cover testing of entire functionalities/capabilities of the Biometric software
as well as FPD as specified in the Technical Specification Section and System Architecture in
Section-III of this document.

e) Any customization of the Biometric Software that is required to be carried out during
the UAT inclusive of reports, if any, should be done at no additional cost and a re-testing of
the solution (porting the customised version of the Biometric software in the UAT Server)
should be done before pilot implementation.

f) Entire UAT should be completed within 7 days from the date of start of UAT.

g) Where warranted, Bank reserves its right to extend or shorten the period of UAT.

h) Load testing and performance of proposed biometric solution for concurrent users during
peak hours.

i) On successful completion of UAT phase individual bank shall issue a sign-off report
indicating its readiness for going for pilot implementation.
Phase II

a) Individual Bank will provide production servers, both at DC and DR, along with the necessary OS software as per sizing provided by the successful bidder. The Bank will provide support of hardware vendor; however it will be the responsibility of the Vendor to install/re-install, configure, fine-tune, data replication OS, database and any other required software/middleware, if required.

b) Successful Bidder should implement the Biometric Solution on pilot basis in 25-30 of the Bank branches (location of the branches will be intimated at the time of issuance of sign-off for UAT phase).

c) Within 7 days from the date of sign-off UAT phase, the Successful Bidder should install the customized version of the Biometric Software at the centralized servers (Production environment both at DC & DR) and Finger Print Devices and client version (Web Based) of Biometric Software at the 25-30 of the Branches as identified by the Bank.

d) Successful Bidder to provide necessary number of ‘Finger Print Biometric Device’ at the branches to carry out the ‘pilot implementation’.

e) Pilot implementation in first 25-30 branches (Pilot Phase) should be completed within 15 days from the date of start of Pilot implementation of first branch.

f) During such Pilot Phase the successful bidder to provide onsite support to ensure smooth completion of Pilot Phase.

g) Any customisation that is warranted and notified to the successful bidder during the Pilot Phase, inclusive of reports, if any, should be carried out immediately before rolling out of the solution to next pilot branch. Customisation, if any, during the pilot phase, should be carried out at no additional cost to the Bank.

h) On successful completion of pilot implementation in all the branches, each Bank shall issue a sign-off report.

Phase III

Based on the successful pilot phase, Successful Bidder is required to rollout the solution across all the branches within three months from the date of successful completion of pilot phase. Escrow arrangement should be completed during Phase III and all member banks should be added as beneficiary in Escrow arrangement.

Biometric Finger Print Device (FPD) Installation and Operationalisation

a) Successful Bidder shall complete the installation, configuration & operationalisation of the Biometric solution Software for Biometric Implementation at the location as stipulated by the Bank in the RFP / Purchase Order.

b) Successful Bidder shall complete the installation, configuration and operationalisation of the Finger Print Device in all the branches as notified in the Purchase Order.
Incidental Services
The Successful Bidder will be required to provide any or all of the following services, including additional service, if any, at their cost:

a) Performance or supervision of on-site operation of the supplied Biometric Solution & Device
b) Training of the Bank’s personnel on-site and maintenance of supplied Biometric Solution & Device

2.4 Project Timelines
Phase I implementation should be completed within 15 days from date of placing order/letter of intent.

Phase II implementation should be completed within 15 days from the date of start of Pilot implementation of first branch

Phase III implementation covering complete rollout of the solution across all the branches within three months from the date of successful completion of pilot phase.
3 Terms and Conditions

3.1 General Terms

3.1.1 The Vendors shall adhere to the terms of this RFP and shall not deviate from the same. If the Vendors have absolutely genuine issues only then should they provide their nature of non – compliance to the same in the format provided. The Bank reserves its right to not accept such deviations to the Tender terms.

3.1.2 Unless expressly overridden by the specific agreement to be entered into between the Bank and the Vendor, this RFP shall be the governing document for arrangement between the Bank and the Vendors.

3.1.3 The Bank intends the Vendor appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project, notwithstanding the fact that the Vendor may appoint / procure services of third party suppliers (including software Vendors) to perform all or part of the obligations contained under this RFP and that the Bank may for convenience enter into arrangements, including tripartite agreements, with such third party Vendors if required.

3.1.4 Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Vendor responses would not be incorporated automatically in the RFP document.

3.1.5 Unless expressly overridden by the specific agreement to be entered into between the Bank and the Vendor, the RFP shall be the governing document for arrangement between the Bank and the Vendors.

3.1.6 Rules for responding to this RFP

3.1.6.1 Last date for submission of bids is 14th May, 2012.

3.1.6.2 All responses received after the due date / time would be considered late and would be liable to be rejected.

3.1.6.3 All responses should be in English language. All responses by the Vendors to this RFP document shall be binding on such Vendors for a period of one year after the opening of the technical bids.

3.1.6.4 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Vendors and may if accepted by the Bank form part of the final contract between the Bank and the selected Vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

3.1.6.5 Any technical or commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within one year from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Vendor would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided.

3.1.6.6 The Vendor may modify its offer after submission, purely at Bank’s discretion. No offer can be withdrawn by the Vendor subsequent to the submission of the offers.
3.1.6.7 The Vendors are required to quote for all the components mentioned in the Section 2 “Project Scope” of this document. In case any Vendor does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the technical details in the formats given along with this document duly filled in, along with the offer. The Bank reserves the right not to 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.

3.1.6.8 Based on the Bank’s requirements as listed in this document, the Vendor should identify the best-suited solution that would meet the Bank’s requirements and quote for the same. In case the Vendor quotes for more than one solution then the response would be considered as improper and liable to be rejected. The Vendor should not give options to the Bank to select from his offer. The Vendor is expected to select the best option and quote for the same in his offer.

3.1.6.9 Each offer should specify only a single solution, which is cost-effective and meeting the entire Tender specifications. It is the responsibility of the Vendor to decide the best suitable solution.

3.1.6.10 In the event of any changes observed by the Bank in the payment schedules as suggested by the Bank, the price bid of the defaulting / deviating Vendor would be loaded with 10% of the maximum cost quoted by the Vendors for that particular item / service / AMC / Maintenance Services. However, this additional loaded amount is only for evaluation purposes and will not be actually payable to the Vendor. The Bank will conform to its payment schedule as specified in the RFP.

3.1.6.11 The Vendor must furnish requirements as per the formats provided in the RFP document.

3.1.6.12 In the event the Vendor has not quoted for any mandatory or optional items as required by the Vendor and forming a part of the RFP document circulated to the Vendors and responded to by the Vendors, the same will be deemed to be provided by the Vendor at no extra cost to the Bank.

3.1.6.13 The Bank is not responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Vendor to the RFP documents circulated to the Vendors and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Vendor 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 Vendor.

3.1.6.14 The Bank ascertains and concludes that everything as mentioned in the RFP documents circulated to the Vendors and responded by the Vendors have been quoted for by the Vendors, and there will be no extra cost associated with the same other than the cost quoted by the Vendor.

3.1.6.15 In the event the Bank has not asked for any quotes for alternative prices, and the Vendor furnishes the alternative price in the Vendors financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership for the purpose of evaluation. However payment by the Bank will be made at the lower price.

3.1.6.16 In the event optional prices are not quoted by the Vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the
participating Vendor 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 defaulting / deviating Vendor.

3.1.6.17 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 Vendor 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 Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

3.1.6.18 The Vendor at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for implementation etc. as mentioned in the RFP documents circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP Technical Evaluation criterion

3.1.7 Price Bid

3.1.7.1 The Vendor is requested to quote in India Rupees (INR). Bids in currencies other than Indian Rupees would not be considered.

3.1.7.2 The prices and other terms offered by Vendors must be firm for an acceptance period of one year from the last date of opening the commercial bid.

3.1.7.3 The prices quoted by the Vendor shall include all costs such as, taxes, VAT, Service Tax, levies, cess, excise and custom duties, installation, insurance etc. that need to be incurred. The prices quoted will also include transportation to respective sites, and insurance till acceptance. The Vendor will insure the equipment till acceptance testing, and final acceptance by Bank. The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the software or equipment that is required to be made in order to comply with any statutory or regulatory requirements arising during the subsistence of the agreement, and the Bank shall not pay any additional cost for the same. Vendor needs to provide with the details about all such items considered in the RFP.

3.1.7.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ excise, etc. The benefit or burden of other taxes quoted separately as part of the commercial bid like VAT, service tax, local entry tax and octroi shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes or octroi whichever is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents.

3.1.7.5 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 entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary
evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.

3.1.7.6 Terms of payment indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the Vendor 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 Vendor 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 Vendor”. Vendor should ensure that the project should not suffer for this reason.

3.1.7.7 The vendors should note that the contract entered with the successful vendor will be for a period of 5 years. However, the bank will have the right to renegotiate these prices at the end of the contract period.

3.1.8 Price Comparisons

3.1.8.1 The Bank will consider the Total Cost of Ownership (TCO) over a 5-year period.

3.1.8.2 Vendors are expected to maintain the solution and equipment supplied and to commence maintenance services from the date of acceptance of such solution and equipment by the Bank.

3.1.8.3 Comprehensive maintenance services charges must be quoted, on yearly basis, after taking due consideration for the warranty period and providing the appropriate and adequate benefit to the Bank;

3.1.8.4 Bank will pay post maintenance services charges at rates not exceeding the original rates quoted by the vendor for the maintenance services in response to this RFP on the cost of the solution, hardware provided by the Vendor, if the Bank opts for the same. The Bank has no obligation to accept maintenance services of the vendor after the end of the contract period of 5 years, and the decision on the same would be taken towards the end of the contract period;

3.1.8.5 To determine L1 status, Bank will compute and compare the total cost of all items, as quoted by the Vendors who have qualified on the technical specifications and hence short-listed by the Bank. The Bank will calculate total cost of ownership for a 5-year period discounted @ 10% over the period of the contract.

3.1.8.6 While the Bank will summarily reject the equipments of a lower configuration than those mentioned in the Technical specifications, the Bank would accept equipments of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the Bank. The Vendor is not entitled to a longer period for delivery on the pretext of seeking approval from the Bank for a higher configuration or enhancement;

3.1.8.7 Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. 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 technically
short-listed vendors to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Vendors agree that they have no reservation or objection to the normalization process and all the technically short listed vendors 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 vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

3.1.8.8 The insurance shall be for an amount equal to the total value of equipments on "all risks" basis, including war risks, fire and theft and robbery clauses.

3.1.8.9 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 Vendor should necessarily include the following:

3.1.8.10 Cost of the equipment

3.1.8.10.1 Minimum of three years comprehensive Product warranty covering all parts, service visits to the concerned Branches / Offices etc. and three years on-site service warranty and there after the annual maintenance charge (AMC) which would be under maintenance services. The maintenance services should include all costs that the original manufacturer would charge the Vendor.

3.1.8.10.2 Transportation, forwarding and freight charges of all equipment to the site.

3.1.8.10.3 Comprehensive Insurance to cover equipment till acceptance of the equipment. The equipment shall be fully insured in Indian Rupees (INR). In case any loss or damage of any nature whatsoever occurs, the Vendor shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s;

3.1.8.10.4 Prices quoted by the Vendor should be inclusive of all taxes, duties and levies of whatsoever nature excepting local entry taxes / octroi, if any; The Vendor is expected to provide a breakup of the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).

3.1.8.10.5 The Vendor is expected to provide for services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.

3.1.8.10.6 The Vendor must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

3.1.8.10.7 End of Sales / End of support: The Vendor has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the Vendor reaches end of support, within the period of contract, the Vendor has to replace the equipment at no additional cost to the Bank. The equipment should not be marked End-of-Life during next 12 months.

3.2 Bid Security and Performance Guarantee

3.2.1 Bid Security / Earnest Money deposit
3.2.1.1 Vendors are required to give a Earnest money deposit for Rs. 60,00,000/- (Rupees sixty lacs only) by way of Demand Draft/Pay Order drawn on Mumbai, payable to “Bank of Baroda” along with Technical Offer. The Demand Draft should be of a Scheduled/Commercial Bank only and will be accepted subject to the discretion of the Bank. In case of EMD Bank Guarantee, it should be issued by any Scheduled Commercial Bank, other than Bank of Baroda, as per the format placed at Annexure X. The EMD Bank Guarantee should be valid for a period of 1 year.

3.2.1.2 Offers made without the Earnest money deposit will be rejected.

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

3.2.1.3.1 In case the Vendor withdraws the bid prior to validity period of the bid for any reason whatsoever;
3.2.1.3.2 In case the Vendor refuses to accept and sign the contract as specified in this document for any reason whatsoever; or

3.2.2 Performance Guarantee and Security deposit

3.2.2.1 The Vendor shall provide a performance guarantee in the form and manner provided by the Bank equivalent to ten (10%) percent of the total contract value for the period of the contract plus 90 days. In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Vendor. Any amount pending for payment due to non achieving of milestone/s set under the agreement or any other reason solely attributable to the Vendor should be included in the remaining amount of the contract value. The guarantee should be of that of a nationalized Bank only.

3.2.2.2 The project will be deemed complete only when all the solutions and items contracted by the Bank are delivered in good condition, installed, implemented, tested and accepted along with the associated documentation and training provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Vendor.

3.2.2.3 If the performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the Vendor after the expiry or termination of the contract on satisfaction of the Bank that there are no dues recoverable from the Vendor.

3.2.3 Others

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

3.2.3.2 By submitting a proposal, the Vendor agrees to promptly contract with the Bank for any work awarded to the Vendor. Failure on the part of the awarded Vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the Vendor, and a different Vendor may be selected based on the selection process.

3.2.3.3 The terms and conditions as specified in the RFP and addendums thereafter are final and binding on the Vendors. In the event the Vendor is not willing to accept the terms and conditions of the Bank, the Vendor may be disqualified.
3.2.3.4 The Vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor’s performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Vendor’s inability to meet the established delivery dates, that Vendor will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services.

3.2.3.5 The Vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Vendor represents that all software and hardware to be supplied in response to this RFP shall meet the proposed Vendor solution requirements. The Vendor shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. 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 Vendor at no additional cost to the Bank. The Vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

3.2.3.6 The Vendor shall represent that the proposed software solution and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the software, hardware and other materials and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Vendor for performance of the obligations of the Vendor. The Vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Vendor.

3.2.3.7 All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this Tender will remain unchanged unless explicitly communicated by the Bank in writing to the Vendor. The Bank shall not be responsible for any judgments made by the Vendor with respect to any aspect of the Assignment. The Vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

3.2.3.8 The Bank expects the Vendor to covenant and represent the following:
3.2.3.8.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

3.2.3.8.2 It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations thereunder are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

3.2.3.8.3 The execution, delivery and performance under an Agreement by such Party:

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

3.2.3.8.3.2 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;

3.2.3.8.4 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;

3.2.3.8.5 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Tender and subsequent Agreement, and no document furnished or to be furnished to the other Party to this Tender and subsequent Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

3.2.3.9 The Vendor 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.

3.2.3.10 The Bank would not assume any expenses incurred by the Vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors.

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

3.2.4 Other RFP Requirements

3.2.4.1 This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Vendors about changes, if any.
3.2.4.2 The Bank may revise any part of the RFP, by providing a written addendum to all the short-listed Vendors at stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date.

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

3.2.4.4 Vendors shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the General Manager (IT & Projects), at the address mentioned in 4.11.1, and should be received by the RFP coordinator / point of contact (mentioned in 4.11.2) no later than RFP Response due date. Responses to inquiries and any other corrections and amendments will be distributed to all Vendors by fax or in electronic mail format.

3.2.4.5 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 technical 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 Vendors and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.

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

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

3.2.4.8 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 technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

3.2.4.9 Price Discussion – It is absolutely essential for the Vendors 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. The Bank also reserves the right to enter into price discussions with the OEMs of applications and other components, the Vendor.

3.2.4.10 Vendor presentation – Vendors are requested to be prepared to demonstrate the proposed solution, make presentations and arrange for site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. The Bank will communicate a date
and time to all qualified Vendors any time after the last date for submission of bids. The costs of arranging these will have to be borne by the bidder / respondent.

3.2.4.11 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities.

3.2.4.12 Repeat Order - Bank at its own discretion may place the repeat order for supply of additional Biometric Finger Print Devices for a period one year from the date of issue of first purchase order. In such cases, the price of the Biometric Finger Print Devices would be same as for the first purchase order and total qty of the order would be within 50% of the total quantities mentioned in this RFP.

3.2.4.13 Since some of the payment terms warrant monthly payouts from the Bank vis-à-vis quarterly SLA monitoring, it is to be noted that any such monthly payments will be released subject to adjustments of penalties defined by SLAs, at the end of the quarter.

3.2.4.14 Details of Sub-contracts, as applicable – If required by the Bank, Vendors should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub contractors by the Vendor, the Vendor shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Vendor to perform its obligations. The Vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

3.2.4.15 If the Bank is not satisfied with the technical specifications in any Tender and observes major deviations, the technical bids of such Vendors will not be short-listed and the price bids of such Vendors will not be opened. No further discussions shall be entertained with such Vendors in respect of the subject technical bid.

3.2.4.16 There will be an acceptance test by the Bank or its nominated consultants after installation of the systems. In case of discrepancy in hardware / software supplied, the Bank reserves the right to cancel the entire purchase contract and the Vendor should take back their equipment at their costs and risks. The test will be arranged by the Vendor at the sites in the presence of the officials of the Bank and / or its consultants. The warranty for the equipments (including software and hardware provided by the Vendor pursuant to this Tender and subsequent Agreement) will commence after acceptance testing. The tests will involve trouble-free operation of the complete system during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. The Bank will take over the system on successful completion of the above acceptance test. The Installation cum Acceptance Test & Check certificates jointly signed by Vendor’s representative and Bank’s official or any consultant / auditor appointed by the Bank should be received by designated office/s of the Bank, along with invoice etc. for scrutiny before taking up the request for consideration of payment.

3.2.4.17 The tender is floated on behalf of Consortium of Banks. The Vendor would be entering into contract with individual Bank. However, the Vendor(s) getting the contracts shall install and commission the equipment, procured through this Tender,
at locations designated by the Bank or at such Centers as the Bank may deem fit and the changes, if any, in the locations will be intimated to the Vendor.

3.2.4.18 The Vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this Tender.

No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Vendor, for any assignment under the purchase contract to be issued for this Tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor’s employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

3.2.4.19 The Bank shall inform the Vendor of all known breaches and claims of indemnification and shall grant the Vendor sole authority at the Vendor’s expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Vendor and Vendor shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

In respect of demands levied by the Bank on the Vendor towards breaches, claims, etc. the Bank shall provide the Vendor with details of such demand levied by the Bank.

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., “claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors.”

However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Vendor is expected to provide as per the RFP.

Indemnity would be limited to court or arbitration awarded damages and 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 its customers and/or regulatory authorities.

3.2.4.20 The Vendor’s representative and local office at Mumbai will be the contact point for the Bank. The delivery and installation status of equipments should be reported on a weekly basis.
3.2.4.21 Vendor should ensure that the hardware delivered to the Bank including all components and attachments are brand new. In case of software supplied with the system, the Vendor should ensure that the same is licensed and legally obtained with valid documentation made available to the Bank.

3.2.4.22 Vendor shall provide licenses for applications, database and any other software as required by the Bank to successfully utilize the solution. The Vendor shall provide the licenses for all software being a part of its proposed solution to the Bank.

3.2.4.23 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defence and all related settlement negotiations (ii) the Bank provides the Vendor 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 Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court or arbitration awarded damages and 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 its customers and/or regulatory authorities due to the failure of the Vendor to perform its obligations.

3.2.4.24 Manufacturer’s Authorization Form – The Vendor should furnish a letter from original equipment manufacturer authorizing the Vendor to quote for OEM's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty from the OEM in respect of the items stipulated in the RFP.

3.2.4.25 Technical Inspection and Performance Evaluation - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the short listed Vendors. The Vendor would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the Vendor. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Vendor and under no circumstances the same would be reimbursed to the Vendors by the Bank.

3.2.4.26 Additional Information:

The Vendors and/or its authorized service providers should have support offices for adequate support arrangement for across the country.

Vendors and/or its authorized service providers should have their own employees for execution of projects. However, Vendor will be fully responsible for the service for the service providers. The Bank will not make any reference to them. In case of any deficiency in service, penalties will be to Vendor’s account.

3.2.4.27 The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services. Neither this Tender nor the Vendor’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 Vendor 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. Bank will only approve any change in subcontractors or partners in the consortium proposed by the system integrator during the contract period of the project of 5 years.

3.2.4.28 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and/or subcontractors 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 Vendor 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 Vendor will make all required payments and deposits of taxes in a timely manner.

3.2.5 Confidentiality

3.2.6.1 The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

3.2.6.2 The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

3.2.6.3 The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

3.2.6.4 If the Vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Vendor is bound to maintain the confidentiality.

3.2.6.5 This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

3.2.6.5.1 was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;

3.2.6.5.2 is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;

3.2.6.5.3 is furnished by others to the receiving party without restriction of disclosure;
3.2.6.5.4 is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;

3.2.6.5.5 has been disclosed pursuant to the requirements of law or court order without restrictions or other protection against public disclosure; or

3.2.6.5.6 independently developed by the receiving party without the help of the Confidential Information.

3.2.6.6 On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose.

3.2.6.7 The Vendor must understand that breach of the confidentiality Article by the Bank shall not be construed as material breach for the purposes of this Tender.

3.3 Terms of Reference

3.3.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the Vendor shall be for a period of five years.

3.3.2 Ownership, Grant and delivery

The Vendor shall procure and provide a perpetual enterprise license to the Bank for all the software to be provided as a part of this project. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable/transferable to any successor entity of the Bank.

The Vendor shall procure and provide a perpetual nonexclusive, nontransferable enterprise wide license of Biometric Solution to the Bank. The Bank (Licensee) shall be permitted to use the Software for the benefit of end users of the Bank (including authorized persons) at its present (and future) branches in India (and overseas) and (present) future wholly owned subsidiaries, sponsored RRBs, wholly owned affiliates, and wholly owned associates established by the Bank in the course of its ordinary business (in India and overseas. The Bank shall also be permitted to use the software for Disaster Recovery Site, Test and Development, Training purpose.

The license shall specifically include right

A. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users.

B. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.

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C. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.

Delivery: The Vendor, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Vendor, after customisation shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Vendor, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program Documentation shall consist of required number of User Manuals per branch/service Center/ office/ extension counter, Near Site, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Vendor to the Bank both in hard copy form (except where hard copies are not available) and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the Vendor under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

D. The grant of license by the Vendor herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

Except as specifically agreed by and between Vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copyright, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and shall at all times remain with the Vendor or its Licensors and be the sole and exclusive property of the Vendor or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Vendor or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Vendor from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

E. Rights: The Vendor shall ensure that the equipment (including hardware and software) does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Vendor shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Vendor shall have no liability for any claim of infringement based on (i) a claim which continues
because of Bank’s failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank’s failure to use corrections, fixes, or enhancements made available and implemented by the Vendor, despite notice of such failure by the Vendor in writing, (ii) any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof; or (iii) the Bank’s continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Vendor of such misuse in writing.

Vendor is the Prime Vendor for purposes of all deliverables and services, with the single-point responsibility for the same. Should the software provided by the Vendor be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the Vendor should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Vendor is in breach of the Vendor’s warranty and obligation.

3.3.3 Payment terms

Vendor will provide with the detailed cost sheet as per Annexure IV

The component wise payment will be as mentioned below

A. Application License cost

- 30 % of the cost of software cost, will be payable on successful implementation of the said software and acceptance and sign-off of Phase I (UAT).
- 30 % of the cost of software cost, will be payable on successful implementation of Phase II (Pilot).
- 40 % of the cost of software cost, will be payable on successful implementation of Phase III (Rollout).

B. Biometric Device Cost

- 70 % of the cost of Biometric Devices on delivery of Equipment at Location and submission of delivery challan duly signed by Bank officials under Bank’s seal.
- 30% of the cost of Biometric Devices on successful installation or 45 days after the date of delivery whichever is later.

C. Implementation Cost

- 30 % of the implementation cost will be payable on completion of Phase I (UAT) and sign-off by the Bank.
- 30 % of the implementation cost will be payable on completion of Phase II (Pilot) and sign-off by the Bank.
- 40 % of the implementation cost will be payable on completion of Phase III (Rollout), remaining deliverables and sign-off by the Bank.

C. Annual Maintenance Cost (AMC)/ Annual Technical Support (ATS)

- Quarterly in arrears.

The Vendor recognizes that all payments to the Vendor under this RFP and subsequent agreement are linked to and dependant on successful achievement and acceptance of milestones / deliverables / activities set out in the Project Plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
The fees payable by the Bank to Vendor shall be inclusive of all costs such as insurance, taxes (including VAT, service tax, as per the rates applicable), custom duties, levies, cess, transportation, installation, (collectively referred to as “Taxes”) that may be levied, imposed, charged or incurred and the Bank shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source (“TDS”), as applicable. The Vendor will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes.

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Working Days of the settlement of such disputes.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Vendor shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

3.3.4 Delivery, implementation and Rollout

The Vendor shall be responsible for delivery; implementation and rollout of all the solutions required under this RFP and also must agree to the time duration specified in Section 2.4 “Project Timeline” of this document.

In the event of Vendor’s failure to deliver and / or implement all required components of a fully functional system (pertaining to the scope of the project) within the stipulated time schedule or by the date extended by the Bank, unless such failure is due to reasons entirely attributable to the Bank, it will be a breach of contract. In such case, the Bank would be entitled to charge a penalty, as specified in RFP.

3.3.5 Completeness of the project

The project will be deemed incomplete when the mutually agreed acceptance and completion criteria are incomplete or not met or not fulfilled. The Bank reserves the sole right to accept or reject the acceptance of any product / service in the event the agreed acceptance and completion criteria are not met by the Vendors.

3.3.6 Acceptance testing

The Bank will carry out the acceptance tests for testing of software, hardware and other equipment supplied by the Vendor as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank.

The Bank will provide the scope of the acceptance tests to the Vendor prior to performing the tests. A detailed acceptance plan will be created within the framework of the RFP terms. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank and / or its consultants. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

In case of any discrepancy in the hardware / software supplied, the Bank reserves the right to terminate the entire Tender and subsequent agreement in case the Vendor does not rectify or replace the supplied hardware/software and the Vendor shall take back Vendor equipment at
Vendor costs and risks. The Bank has the right to reject the ‘Vendor Supplied Equipment’ and to seek free replacement or repair of the equipment or defective components thereof till the completion of acceptance test and obtaining final acceptance certificate from the Bank. The Vendor shall ensure that all costs associated with insurance from the date of transfer of title till the final acceptance by the Bank will be borne by the Vendor and the asset insured in the name of the Bank. The Vendor shall provide the insurance certificates for insurance of the ‘Vendor Supplied Equipment’ to the Bank along with supply of Equipment.

The Installation cum Acceptance Test and Check certificates jointly signed by representative of the Vendor and official or any consultant / auditor appointed by the Bank will be received at the Bank along with Vendor invoice for scrutiny before taking up the request for consideration of payment.

In all cases, the Vendor shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming hardware/software, unless such failure is due to reasons entirely attributable to the Bank.

In the event the solution provided by the Vendor does not meet the acceptance test and criteria; vendor would at the discretion of the Bank have to re-perform the services to the satisfaction of the Bank. Non adherence to the acceptance criteria may result in termination.

3.3.7 Compliance with Laws

Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives /agents from any failure or omission on its part to do so 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.

Compliance in obtaining approvals/permissions/licenses: The Vendor 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, and 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

This indemnification is only a remedy for the Bank. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and 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 its customers and/or regulatory authorities.

3.3.8 Assignment

The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Vendor’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 RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this RFP.

3.3.9 Order Cancellation

The Bank will provide the Vendor a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the vendor through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the Vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in customisation / implementation / installation beyond the specified period that is agreed in the contract that will be signed with the successful Vendor; and
- Discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.
- The amount of penalties has exceeded the overall cap of 10% of the contract value.
- Failure of the vendor make good the situation within the remedy period

In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

3.3.10 Indemnity

The Vendor 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 Vendor under this RFP; and/or
- an act or omission of the Vendor, employees, agents, sub contractors in the performance of the obligations of the Vendor under this RFP; and/or
- claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Vendor, against the Bank; and/or
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or warranty of the Vendor under this RFP; 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 Vendor contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Vendor or its employees or subcontractors.

The Vendor shall at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP 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, provided the Bank:

(i) notifies the Vendor in writing; and
(ii) cooperates with the Vendor in the defense and settlement of the claims.

The Vendor shall compensate the Bank for such financial loss, direct and indirect, suffered by the Bank if the Vendor fails to fix bugs, provide the modifications / enhancements / customization as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels.

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

- Software, hardware, interfacing, or supplies for the Biometric Solution not approved by Vendor; or
- Unauthorized modification, use or operation of the Biometric Solution or any individual product supplied under this RFP, or Bank’s failure to comply with any mutually agreed environmental specifications.

3.3.11 Inspection of Records

All Vendor records with respect to any matters covered by this Tender shall be made available to the Bank or its designees and regulators including RBI, 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 Vendor, 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.

3.3.12 Escrow Mechanism

The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Biometric Solution supplied/procured by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor. The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the Biometric Solution which has been duly reviewed by an external independent organisation.

3.3.13 Publicity

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

3.3.14 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to
directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. 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.

3.3.15 Information ownership

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Vendor does not acquire implicit access rights to the information or rights to redistribute the information. The Vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

3.3.16 Sensitive Information

Any information considered sensitive must be protected by the Vendor from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank systems the Vendor may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

3.3.17 Privacy and security safeguards

The Vendor shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location. The Vendor shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Vendor shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location.

3.3.18 Confidentiality

“Confidential Information” means any and all information that is or has been received by the Vendor (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- relates to the Disclosing Party; and
- is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets,
designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

- Nothing contained in this clause shall limit Vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Vendor shall at no point use the Bank’s confidential information or Intellectual property.

3.3.19.1 The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

3.3.19.2 Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of centralized Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or

3.3.19.3 Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

3.3.19.4 In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

3.3.19.4.1 Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure

3.3.19.4.2 Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party

3.3.19.4.3 Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.

3.3.19.4.4 Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in
writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

3.3.19.4.5 The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party

3.3.19.4.5.1 Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.

3.3.19.4.5.2 To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.

3.3.19.4.5.3 So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.

3.3.19.4.5.4 To the 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.

3.3.19.4.5.5 The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank.

3.3.19.4.5.6 The Vendor represents and agrees that during the Term of this RFP or until the Bank takes over the Deliverables from the Vendor, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross misconduct of the Bank or any of its personnel as certified jointly by the Project Directors of the Parties. In such an event, the Vendor shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP. The reasonable cost for such repair or replacement shall be borne by the Bank.

3.3.19.4.6 The restrictions in the preceding clause shall not apply to:

3.3.19.4.6.1 Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

3.3.19.4.6.2 Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
3.3.19.4.7 The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

3.3.19.4.8 The confidentiality obligations shall survive the expiry or termination of the agreement between the Vendor and the Bank.

3.3.19 Intellectual property rights

The Vendor shall ensure that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor.

The Vendor represents that a separate agreement is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor’s obligations for performance. The Bank shall enter into a separate Confirmation of License Agreement with the Vendor as per the format provided by the Bank, wherein the Bank is being granted a license to use the Software solely in the manner set out herein.

During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.

The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.

If a third party’s claim endangers or disrupts the Bank’s use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

3.3.20 Vendor’s liability

The Vendors aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Vendors liability in case of claims against the Bank resulting from misconduct or gross negligence of the Vendor, 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.

The 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 the Vendor as part of this RFP.

In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Tender and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.
3.3.21 Guarantees

Vendor shall guarantee that the software and allied components used to service the Bank are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

3.3.22 Force Majeure

3.3.23.1 The Vendor shall not be liable for forfeiture of its performance security, liquidated damages 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.

3.3.23.2 For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

3.3.23.3 If a Force Majeure situation arises, the Vendor 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 Vendor shall continue to perform Vendors obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.3.23.4 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 the Vendor shall hold consultations in an endeavor to find a solution to the problem.

3.3.23 Resolution of disputes

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

3.3.24.2 If the Bank project manager and Vendor project manager 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 Vendor and Bank respectively.

3.3.24.3 If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

3.3.24.4 All questions, claims, 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 failing which 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 presiding arbitrator. The award of the Arbitral Tribunal shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification
thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

3.3.24.5 If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

3.3.24.6 This RFP document shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document.

3.3.24 Exit option and contract re-negotiation

3.3.25.1 The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

3.3.25.1.1 Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 days of receipt of letter of engagement;

3.3.25.1.2 Delay in offering equipments for pre-delivery Inspection;

3.3.25.1.3 Delay in delivery beyond the specified period;

3.3.25.1.4 Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;

3.3.25.1.5 Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.

3.3.25.2 In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Vendor.

3.3.25.3 Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the maintenance services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with.

The Bank and the Vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designee to ensure smooth handover and transitioning of Bank’s deliverables, maintenance.

3.3.25 Corrupt and fraudulent practice

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

3.3.26.2 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution
3.3.26.3  “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.

3.3.26.4  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.

3.3.26.5  The Bank reserves the right to declare a bidder 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.

3.3.26  Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

3.3.27  Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

3.3.28  Termination

3.3.29.1  Bank shall have the option to terminate this RFP and any subsequent agreement, in whole or in part by giving Vendor at least 90 days’ prior notice in writing provided always that Bank agrees not to terminate this RFP and any subsequent agreement during which period the Vendor shall complete the implementation at all Installation Sites. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

3.3.29.2  Notwithstanding what has been stated, the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

- Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

3.3.29.3  The Vendor will be entitled to terminate the agreement entered into subsequent to this RFP, if:
Bank materially breaches any of its obligations set forth in this Tender and subsequent Agreement and:

- such breach is not cured within thirty (30) Working Days after Vendor gives written notice, or
- if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bank to provide Vendor, within thirty (30) Working Days, with a reasonable plan to cure such breach.

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.

Either Party shall have the immediate right to terminate this Tender and subsequent Agreement upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.

Immediately upon the date of expiration or termination of the Tender and subsequent 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 Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;
- Where Vendor terminates this Tender and subsequent Agreement for a material breach by Bank.

Upon the termination or expiry of this Tender and subsequent Agreement:

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

As part of Reverse Transition Services, Bank shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor’s subcontractor.

3.3.29 Delivery and Delay in Delivery of Biometric Hardware and Software
A. Delivery Schedule

I. Hardware (Biometric Finger Print Devices): Finger Print Devices proposed to be supplied under this RFP should be delivered at the address notified in the Purchase Order within 4 weeks from the date of purchase order. System specification should match with the technical specification provided by the bidder at the time of submitting the Bid. Delivery for the above purpose is deemed complete when the items specified in the Purchase Order are delivered and date of delivery is the date on which the item is delivered.

II. Biometric Software: within 15 days from the date of acceptance of Purchase Order, the Successful Bidder should deliver the Standard Version of Biometric Software proposed to be supplied under this RFP at the address specified in the Purchase Order as specified in the RFP. Delivery for the above purpose is deemed complete only when customized Biometric Solution is ported on the Production Server for Go Live purpose. Successful Bidder should arrange to deliver 2 sets of customized version of Biometric Software on completion of UAT Phase.

B. Extension of Delivery Schedule

If, at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the Hardware and Software for Biometric Solution and performance of Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and its cause(s). As far as practicable after receipt of the Bidder’s notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder’s time for performance against suitable extension of the performance guarantee for delivery. Likewise, in the event of delay due to reasons contributed from Bank’s side, Bank shall extend the delivery schedule accordingly.

C. Penalty for Delayed Delivery

For late delivery the LD clause would be applicable @1% of the delayed contract value (i.e. contract value – delivered hardware value) inclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum of 5%. LD clause won’t be applicable for delay in installation due to the reason attributed to Bank i.e. site not ready.

If LD exceeds the maximum of 5%, Bank may de-list the Bidder from participating any of our banks tender in future for a period of two years.

A. Non Delivery of Biometric Software and Hardware

Failure of the successful bidder to comply with the above delivery schedule shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (for delivery). In such an event, the Bank will call for new bids.

3.3.30 Biometric Software License, Warranty, Customisation and Source Code

I. The Biometric Software license should be for enterprise wide licensed (PERPETUAL) for unlimited branches, offices and unlimited users of the Bank.

II. Warranty should be for a period of one (1) year from the date of sign-off of last pilot branch.

III. During the warranty period, any defects in the software should be fixed immediately to keep the solution in operating condition at no additional cost to the Bank. All version upgrades, software patches of the Biometric Software Solution released by the successful bidder during the warranty period should be made available to the bank at no additional cost.
IV. Customisation of Biometric Software during UAT Phase, Pilot Phase and Go live phase, report generation etc should be carried out at no additional to the Bank.

V. On clearance from the Bank, successful bidder should deliver source code under escrow arrangement relating to customised final version of the Biometric Software solution along with executable media in 2 sets along with technical and user manual to the Information Technology Department of the Bank under escrow arrangement, located at Chennai.

VI. Source code along with executable CD/DVD Software solution as stipulated above will be kept in safe custody of the Bank and should be periodically updated.

VII. During warranty as well as AMC period the source code of the software solution provided shall be periodically refreshed with the latest versions & updates on half yearly basis or whenever there are changes in the software solution, whichever being earlier.

3.3.31 Biometric Software and Annual Maintenance Contract

I. AMC should be for a period of 4 years from the date of expiry of Warranty. During AMC, any defects in the software should be fixed immediately to keep the solution in operating condition. All versions upgrades, software patches of the Biometric Software Solution released by the successful bidder during AMC period should be made available to the bank at no additional cost.

II. The successful bidder shall ensure that the type of support extended for Biometric Software during the AMC period of 4 years, after the initial warranty period of one (1) year, is similar to the one extended during warranty period.

3.3.32 Support and Training

I. During all three phases implementation of the Biometric Solution, the Vendor should provide one (1) technically qualified resources possessing requisite skills in troubleshooting the Biometric Software solution at no additional cost to the Bank.

II. Prior to starting the UAT phase, Successful Bidder should arrange to provide complete technical as well as functional training of the Biometric Solution to the Bank’s Team of officials. Scope of training and number of officials for training will be determined by the Bank after having a preliminary discussion with the successful bidder.

III. On successful roll out of the solution in the first 25-30 branches, SB should provide remote support either through telephonic or through web support as the case may be. Where the problem persists beyond 2 hours then the SB should arrange to send the technically qualified personnel to resolve the issue.

3.3.33 Biometric Hardware - Comprehensive On Site Warranty

The Successful Bidder shall warrant that the Finger Print Device and other equipments proposed to be supplied under this RFP is new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The bidder shall warrant that all server, Finger Print Device other equipments supplied shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Hardware. The Hardware, and its associated software (including upgrades), should have an initial comprehensive on-site warranty period of three (3) years from the date of installation. The word ‘warranty’ in this document refers to ‘comprehensive onsite warranty’.

RFP for Biometric Authentication for Core Banking System
3.3.34 Biometric Hardware Annual Maintenance Contract (AMC)

I. The bidders shall quote AMC Charges for a period of 2 years after the initial comprehensive onsite warranty period of 3 years for the hardware, finger print devices and other equipments stipulated in the commercial sheet.

II. AMC rates to be quoted for the post warranty period should be for a support similar to the one extended during warranty period and should be for services as provided during the warranty period.

Successful bidder shall ensure that the type of support / maintenance services extended for Hardware during the AMC period of 2 years, after the initial comprehensive onsite warranty period of 3 years, is similar to the one extended during warranty period.

3.3.35 Acceptance of Contract

Within 7 days (inclusive of holidays) of receipt of the Purchase Order, the successful Bidder/s shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and return it to the Bank as a token of having accepted the terms and conditions of the Purchase Order.

3.3.36 Compliance of Labour Act

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, successful bidder shall submit a confirmation as per format provided in Annexure VI of the closed quote.

3.3.37 Packing

The Successful Bidder shall provide such packing of the media containing Biometric Solution as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

3.3.38 Responsibility for Fault Free Operation

The successful Bidder (SB), following the execution of the Contract, will assume total responsibility for the fault free operation of the Hardware and Software for Biometric Solution, System Software, associated application software and maintenance during the comprehensive on-site warranty period. Successful bidder shall also provide necessary maintenance services for 4 years after the end of warranty period in the event of Bank choosing to enter into an AMC with the SB.

3.3.39 Single point of contact for Support:

Bidder has to provide details of single point of contact viz. designation, address, email address, telephone /mobile No. Escalation matrix for support should also be provided with full details as per appendix E.
4 RFP Response Terms / Responses to RFP

4.2 Lodgment of RFP Response

4.2.1 Application Money

Application Money of Rs. 25,000/- (Rupees twenty five thousand only) by way of Bankers Cheque/Demand Draft/Pay Order favoring Bank of Baroda, Payable in Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank, may at its discretion, reject any bidder where the application money has not been furnished with the RFP response.

4.2.2 RFP Closing date

RFP Response should be received by the officials indicated not later than 3.00 PM IST on 14th May, 2012 at Bank of Baroda Corporate Center as per the details given in this section.

4.3 Registration of RFP response

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. The submission should be in the format outlined in this RFP and should be submitted only through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient 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 Recipients 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.

4.4 Late RFP policy

RFP responses received after the deadline for lodgment of RFPs may be registered by Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that Bank has no obligation to accept or act on any reason for a late submitted response to RFP. Bank has no liability to any person who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

4.5 RFP Validity period

RFP responses will remain valid and open for evaluation according to their terms for a period of at least one year from the RFP closing date. The Banks shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement on the rates finalized in this processing for various items/activities as described in the Price Bid after expiry of current assignment period.

4.6 Requests for information

Recipients are required to direct all communications for any clarification related to this RFP, to the Bank officials and must communicate the same in writing in 2 days prior to the pre-bid meeting scheduled date. All queries relating to the RFP, technical or otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every
reasonable query raised by the Recipients in the manner specified. However, the Bank will not
answer any communication initiated by respondents later than 1700 hours IST on 27th April,
2012. However, 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.
Respondents should invariably provide details of their email address(es) 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. Bank
may in its sole and 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. The Bank plans to hold one pre-bid meetings to bring utmost clarity on the scope
of work and terms of the RFP being floated. The Vendors are expected to use the platform to
have all their queries answered. The Vendors are expected to mention all the required queries
in the format provided to them before the pre-bid meeting dates given below in Section 4.8.
Maximum 2 representatives per respondent / prospective bidder will be allowed to attend the
pre-bid meeting.

Bank makes no commitment on its part to accept all the queries / suggestions / requests
submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever
needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be
posted in the Bank’s website and no separate communication will be sent to individual
bidders.

4.7 Notification
Bank will notify the Respondents in writing as soon as practicable, but not later than 10 working
days from the RFP Evaluation completion date, about the outcome of the RFP evaluation
process, including whether the Respondent’s RFP response has been accepted or rejected.
Bank is not obliged to provide any reasons for any such acceptance or rejection.

4.8 Disqualification
The Bank may, at its sole discretion, at any time during the bidding process, or thereafter,
disqualify any applicant, if:

- The response to the RFP was submitted after the specified deadline.
- The bidder has made misleading or false representations in the forms, statements and
  attachments submitted in proof of the eligibility requirements.
- The bidder has exhibited a record of poor performance such as abandoning work, not
  properly completing the contract, inordinately delaying completion, being involved in
  litigation, or financial failures, etc.
- The RFP was not accompanied by required documentation.
- The bidder failed to provide clarifications in time, when sought.
- Information, which would have entitled the Bank to reject or disqualify the bidder, becomes
  known after the bidder has been qualified. The Bank reserves the right to reject such bidder
  at that time, or at anytime after such information becomes known to the Bank.
- The bidder is found to canvass, influence or attempt to influence in any manner the
  qualification or selection process, including without limitation, by offering bribes or other
  illegal gratification.
Any other reason which, in the opinion of the Bank, will render the solution / product offered by the bidder unsuitable for the Bank.

Notwithstanding anything written above or elsewhere, the Bank may annul the process of this RFP, without disclosing the reasons therefore, and seek fresh RFP bids at a later date.

4.9 Timeframe
The following is an indicative timeframe for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.

<table>
<thead>
<tr>
<th>Event</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issuance Date</td>
<td>0000 hours IST on 21st April, 2012</td>
</tr>
<tr>
<td>Last date of submitting queries to the RFP before the pre-bid meeting</td>
<td>1700 hours IST on 27th April, 2012</td>
</tr>
<tr>
<td>Pre-bid meeting</td>
<td>1500 hours IST on 30th April, 2012</td>
</tr>
<tr>
<td>Last date of submission of RFP Response (Closing date)</td>
<td>1500 hours IST on 14th May 2012</td>
</tr>
<tr>
<td>Technical Bid opening date</td>
<td>1600 hours IST on 14th May 2012</td>
</tr>
</tbody>
</table>

The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

4.10 Responses to RFP
Technical and Commercial Bids shall be submitted in separate sealed sub-envelopes super scribing

1. “TECHNICAL BID FOR IMPLEMENTATION OF BIOMETRIC AUTHENTICATION FOR CORE BANKING SYSTEMS, SUBMITTED BY M/s ........................................ ON ............... AT MUMBAI, DUE DATE ............" on top of the sub-envelope containing the eligibility and technical bid. Sub envelope should have the hard copy for Eligibility and Technical Bid. A masked copy of the entire price bid & Bill of Materials after masking the prices should accompany the technical proposal.

2. “COMMERCIAL BID FOR IMPLEMENTATION OF BIOMETRIC AUTHENTICATION FOR CORE BANKING SYSTEMS, SUBMITTED BY M/s ........................................ ON ............... AT MUMBAI, DUE DATE ............" on top of the sub-envelope containing commercial bid. Sub envelope should have the hard copy for Commercial Bid.

These two separate sealed sub-envelopes should be put together in another sealed master envelope super scribing “BID FOR IMPLEMENTATION OF BIOMETRIC AUTHENTICATION FOR CORE BANKING SYSTEMS, TENDER REFERENCE NO. .............. SUBMITTED BY M/s ........................................ ON ............... AT MUMBAI, DUE DATE ............”.

The response should be organized and submitted in the following manner:

Eligibility and Technical Bid

- Duly filled up Annexure XIII - Eligibility criteria compliance
- Supporting credential letters or copies of documentation from clients or purchase order copies certifying compliance, Application money and Bid security
- 1 copy of the technical proposal with pages properly numbered, each page signed and stamped. The technical proposal should be bound in such a way that the sections of the
proposal could be removed and separated easily. List of documents to be submitted are given in Annexure I

- 1 Compact Disk (CD) containing the soft copy of technical proposal should be provided; and

**Commercial Bid**

- 1 hard copy of the commercial proposal – Price Bid as per Annexure IV.
- 1 compact disk (CD) containing the soft copy of the commercial proposal.

Please note that if any envelope is found to contain eligibility & technical and commercial offer in a single envelope or commercials are provided along with the eligibility & technical response, then that offer will be rejected outright.

The Vendor should certify that the contents of the CD’s are the same as that provided by way of hard copy.

All the pages of the proposal including annexure, appendices and documentary proofs should be numbered and be signed by the authorized signatory.

Copy of the Tender document duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein should also be enclosed in the Master Envelope.

The RFP response documents should be submitted to the Bank in duplicate in paper copies (i.e. two sets (original set and duplicate set)).

The proposal should be prepared in English in MS Word / Excel / Power point format. The email address and phone / fax numbers of the bidder shall also be indicated on sealed envelopes.

Bidder will submit two separate demand drafts/banker’s cheques/pay orders drawn in favor of Bank of Baroda payable at Mumbai towards Application Money for Rs 25,000/- and earnest money deposit for Rs. 60,00,000/- (Rupees sixty lacs only) respectively. The RFP responses without accompanying the demand draft / bankers’ cheques / pay orders towards application money and earnest money deposit are liable to be rejected.

The aforementioned envelopes as indicated above must be addressed to the following:

General Manager (IT & Projects)
Bank of Baroda,
Baroda Corporate Center,
Baroda Sun Tower
C-26, G Block, Bandra Kurla Complex,
Bandra East, Mumbai – 400051

The sealed bid envelopes should be delivered to Mr. Nallathambi, Senior Manager or Mr. E. Shivkumar, Chief Manager on 7th Floor, IT & Projects Deptt.

Only one Submission of response to RFP by each vendor / respondent will be permitted. In case of partnerships / consortium, only one submission is permitted through the lead vendor or system integrator.

All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Vendor and may if accepted by the Bank form part of the final contract between the Bank and the selected Vendor. Unsigned responses would be treated as incomplete and are liable to be rejected.
All envelopes should be securely sealed and stamped. The authorized signatories of the Vendor should initial on all pages of the technical and commercial proposals. The bid response should be submitted in 2 envelopes as suggested in the RFP.

All envelopes must be super-scribed with the following information as well:

- Name of Vendor with contact number and email ID.

Please note that if the technical offer is found to contain prices, then that offer will be rejected outright.

Copy of the RFP document duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein should also be enclosed in the Master Envelope.

### 4.11 Contact details for responding to RFP

#### 4.11.1 Postal Address

General Manager – IT & Projects  
Bank of Baroda  
Baroda Corporate Center,  
Baroda Sun Tower  
C-26, G- Block, Bandra Kurla Complex,  
Bandra East, Mumbai – 400051

#### 4.11.2 RFP Coordinator

The bank has established an RFP coordinator to provide a venue for managing vendor relationships and other requirements through the bank’s decision making body for contract clarifications.

All the queries and communication must be addressed to the following RFP coordinator / contact personnel from the Bank:

Mr. A. Nallathambi  
Designation: Senior Manager - IT & Projects Department  
Contact Number: 022 66983241  
Email Id: rfp.projects.bcc@bankofbaroda.com

### 4.12 Proposal format

The Vendor’s proposal must effectively communicate their solution and be formatted in the specified formats in order for the Bank to assess the alternatives.
5 Evaluation Methodology

5.1 Overview of Evaluation Process
The evaluation process has been described in this document as a two stage process. The stages are:

- Stage 1 – Technical Bid Evaluation
- Stage 2 - Commercial Bid Evaluation

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost effective solution (Total cost of ownership) over a period of 5 years that appropriately meets the business requirements of the Bank, The bid will be first evaluated on technical soundness and then on the financials.

The evaluation methodology vis-à-vis the weight-ages are as under:

5.2 Technical Bid Evaluation

5.2.1 Preliminary Examination

a) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

b) The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

c) Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, Insurance, AMC and Force Majeure will be deemed to be a material deviation.

d) The Bank’s determination of a Bid’s responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

e) The Bank will first examine whether the Bid and the Bidder is eligible in terms of Bidder Qualification Criteria, given in Annexure XIII – Eligibility Criteria Compliance.

5.2.2 Technical Bid Scoring

a. Verification of document submitted for bidder qualification criteria and technical specification compliance

A Committee appointed by the Banks will evaluate the bidder’s credentials, product’s compliance with the specified technical specifications, capabilities and shortlist the respondents on the basis of information submitted by them in support of the above mentioned criteria, including adequate documents submitted by applicant(s) for supporting each of the criteria, wherever required.

b. Technical Presentation

Bidder who meets the Bidder qualification criteria mentioned in the RFP will have to present Powerpoint presentation about the solution proposed by the bidder in front of the technical committee. The duration of the presentation would be at the maximum one hour. The Date & Time for the presentation will be intimated to shot listed bidder during evaluation.
c. Proof of Concept

Bidders who are short-listed based on criteria as mentioned under bidder’s qualification criteria of this RFP will have to demonstrate Proof of Concept (POC) of their Biometric solution. The scope of the POC will be advised along with letter intimating short-listing of the vendor. POC will be based on the following conditions:

i) All and any cost associated with demonstrating the POC (including provision of Servers, Finger print Devices, technical resources, travel cost, boarding cost etc) will be to the account of the bidder and bank will not bear any cost.

ii) Bank reserve its right to extend / shorten the period of POC where needed.

iii) Bidders who have failed in the POC will automatically stand disqualified technically.

iv) The Bank may engage the services of a suitable Information Security agency to test the devices found operationally convenient, and compatible for 1) live finger detection and rejection of gummy/fake fingerprints and 2) firmware-level encryption features.

The technical evaluation will be based on a combination of the following factors:

<table>
<thead>
<tr>
<th>Evaluation Parameters</th>
<th>Max Marks</th>
<th>Scoring Methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solution Implementation reference preferably a Bank / financial institutions / insurance companies where the same Biometric solution proposed is implemented</td>
<td>20</td>
<td>10 marks per reference site; maximum of 2 reference sites to be considered - Nil for no installation</td>
</tr>
<tr>
<td>Demonstration of in-depth understanding of the Bank’s project requirements through the technical proposal and presentation</td>
<td>30</td>
<td>Subjective Evaluation</td>
</tr>
<tr>
<td>POC for the solution proposed</td>
<td>50</td>
<td>Subjective evaluation</td>
</tr>
<tr>
<td>Total Marks</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

Only bidders with an aggregate technical score of 80% will be eligible for commercial price bid opening.

5.3 Commercial Bid Evaluation

Based on the technical evaluation criteria, each Bidder will be given certain marks. Only those Bidders scoring 80% (80 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. If only one Bidder qualifies, then the Bank may, at its discretion, also consider the next highest technical score. In case none of the participant Bidders score 80% or more marks in the Technical Evaluation, the commercial bid of only top 2 Bidders on the basis of technical evaluation will be opened and the one having the “least price” will be invited for further negotiation of the contract.

Cost mentioned against commercial sheet- II (i.e. consolidation sheet) will be taken into consideration for calculation of nominal quote.
Nominal quote provided by the Bidder will be discounted as per the formula given below.

The commercial bids submitted by vendors will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows.

Purchase Order

The Bank may decide not to procure the entire required quantity of Biometric Finger Print Devices from a single vendor (i.e. L1). The Bank may provide opportunity to the L2 and L3 bidders to match the price quoted by L1 bidder. The order for the required quantity of 1,97,014 Biometric Finger Print Devices will be placed on the successful bidders as follows:

a. 100% on L1 bidder, in case L2 and L3 bidders do not match the price quoted by L1 bidder.

b. 60% on L1 bidder and 40% on L2 or L3 bidder, in case any one of these two bidders matches the price quoted by L1 bidder.

c. 50% on L1 bidder, 30% on L2 bidder and balance 20% on L3 bidder, in case both L2 and L3 bidders match the price quoted by L1 bidder.

The Bank’s decision at any or all the stages of the above mentioned qualification process will be final and no correspondence on this issue will be entertained from any of the bidders in this respect.
Section A - Technical Specification of Biometric Device

RBI Guidelines for Image Acquisition and Verification

The minimum requirements for image acquisition & verification should be the Setting Level 31 as defined in the ISO/IEC 19794-4, (RBI guidelines) which is mentioned in the below mentioned table:

- Gray scale finger image data may be stored, recorded, or transmitted in uncompressed – bit packed form.
- The resolution of the image data formatted and recorded for interchange should be the scan resolution of the image.
- Each record shall pertain to a single subject and shall contain an image record (consisting of single view) for each of one or more fingers, multiple fingers (single image records).
- The values for the capture device Id may be coded in the General Record Header.
- Live-scan plain Finger Impression type should be used.
- Except the Biometric Device driver, there should not be any requirement for loading any software/ licence while plugging the Biometric Device.
- The Biometric Device driver should be API enabled to ensure compatibility with any application.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Specification</th>
<th>Requirement</th>
<th>Complied Y / N</th>
<th>If ‘N’ remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fingerprint template Compliance for minutiae data</td>
<td>ISO 19794(2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Fingerprint template Compliance for image resolution</td>
<td>ISO 19794(4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Image Acquisition Requirements</td>
<td>Setting level 31 or higher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Scan resolution pixels/centimetre (ppcm)</td>
<td>197</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Scan resolution pixels/inch (ppi)</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Pixel depth (bits)</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Dynamic range (gray levels)</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Certification</td>
<td>EFTS/F</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Enrolment and Verification (other than just the image of the finger being captured)</td>
<td>Live Swipe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Impression type</td>
<td>Live-scan plain / Live-Scan Contactless may be considered for verification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Light source dependability</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>High Resistance</td>
<td>To shock, abrasion and water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Algorithm should include</td>
<td>Image Quality Determination and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feature Generalization</td>
<td>14 Encryption of fingerprint template</td>
<td>Using unique foreign key</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------------------------------------</td>
<td>-------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Image acquisition and storage</td>
<td>15 Image acquisition and storage</td>
<td>According to RBI guidelines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 USB connectivity</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 Capture mode</td>
<td>Plain live scan capture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 Capture mode</td>
<td>Auto capture with built-in quality check (incorporates NIST quality considerations)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19 Power</td>
<td>Through USB</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 Software API</td>
<td>Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS or any other system.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21 Device and Supplier - STQC Certified</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 Technical Support Office</td>
<td>India</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The supplier must ensure that the final digital template (minutiae) should be in ISO 19794-2 format and the fingerprint image in ISO 19794-4 format.

The supplier must provide the Driver SW along with the SDK/API, to facilitate integration of the device Driver SW in a secured manner with the Bank’s back-end Server side SDK.

The supplier may be required to provide Proof of Concept for the integration of algorithm with the CBS application and load testing and performance of Biometric fingerprint Biometric Device and algorithm within 15 days of information from the Bank.
Section B - The Biometric Process

Essential Components of Biometric System

There are four essential components of the biometric system. They are as follows:

- **Enrolment scans** — In order to store user’s identity in the system, the user’s fingerprints are scanned. This is normally a supervised process to allow for preventing false identity creation and propagation. In an enterprise scenario, enrolment is a one-time process where the user has to register at the beginning of enrolment.

- **Template creation and storage** — A biometric template is created from biometric features derived from the scanned fingerprint. The enrolment template becomes the fingerprint biometric record for the user.

- **Live scan** — Each time a user requests access to the system, a live scan of the fingerprint is made and a live template is derived from that scan. The Biometric Device may also perform a liveliness measurement, which can distinguish between an artificial copy and a live finger impression.

- **Automated matching** — The live template is compared to a specific enrolment template and a matching score is generated. Scores greater than a threshold are considered a match.

**Best Practise- Finger print biometrics process flow**
A single fingerprint scanned with a high-quality Biometric Device will produce 30 to 50 unique biometric features that are stored in the biometric template. While registering for the first time, each figure impression is captured twice.

If the system uses a two-finger scanning approach, the amount of information collected is doubled. Such a system is more accurate than a single-finger system. Increasing the number of authentication factors also increases accuracy.

For example, a two-factor system where a single-finger scan is compared against a single enrolment template and accessed via user ID is considered strong enough to accurately support an unlimited number of users.

In case of one-to-many (1:N), performance is compromised when more users are added. For enhancing the performance the amount of data per person collected needs to be increased. For example, when the number of users is large, two-factor approach or a two-finger approach should be used. This will also depend upon the risk management and access rights policy. For the first time enrolment, all the ten finger prints need to be scanned.

**Key Factors that need to be taken into consideration while registering finger prints**

- The scan device must be able to produce reliably high-quality fingerprint scans each and every time an impression is captured.
- A high quality fingerprint scan and biometric template quality should be applied to the enrolment process.
- The location and orientation of the scanning device should be such that the user can quickly and accurately place their finger in a manner that reliably leads to a high-quality live scan with one touch.
• Care should be taken while capturing an impression as dry or damp skin can degrade the quality of the live scan because of the surface contaminants or variability in pressure applied to the sensor by the user.

• As a person becomes older, the collagen level in the skin is reduced enough to cause complications in fingerprint scan reliability.

• A Biometric Device with liveliness detection is one that prevents the use of copies of the fingerprint to be used. This includes means to prevent the activation of a latent print, the use of a 2-D paper copy, or the use of a sophisticated 3-D copy. A Biometric Device lacking this capability will accept copies, and this would result in a system breach similar to a stolen user ID/password pair.
Section C- Functional Specifications

Biometrics provide a more secure and convenient way for personal authentication

**Biometric System Composition**
Logical components of a generic biometric system

1. Biometric Capture Device
2. Biometric Template Store
3. Result Generator
1. **Biometric Capture Device**

The biometric capture device is responsible for the capture, and subsequent processing of a biometric sample.

1.1 Biometric Device

The Biometric Device is an external device that provides the user’s biometric characteristics to the system.

1.2 Pre-Processor

The main responsibility of the pre-processor is to work on the image to make it clear so that a near perfect impression of the characteristics can be captured.

Due to variability in the capture process caused by humidity, dirt, oil, lighting or other similar factors (depending on the Biometric Device used), the image needs to be enhanced to provide an accurate image. After it has been enhanced the appropriate minutiae points can be extracted. The following steps (in no particular order) are the basic steps that may be utilised before a template can be created.

- Converting an image into its binary equivalent
- Ridge thinning
• Ridge orientation estimation
• Ridge smoothing
• General image enhancement
• Singularity detection
• Minutiae point extraction
• Spurious minutiae removal

1.3 Feature Extractor
A feature extractor is used by biometric systems to locate and extract specific information pertaining to individuals. This results in only applicable information being kept. It is a lossy process that ensures the retention of only the important features. Depending on the system configuration, the amount of information extracted can be set to a greater or lesser extent.

The algorithms and methods used for both pre-processing and feature extraction are applicable only to the biometric being analysed.

1.4 Template Creator
Finally the Template Creator would create a template for the impression captured by the device. During the process of enrolment, the created templates are sent to the template store, along with a locally unique identifier. These templates are termed as master templates. Any template that is created while the system is operational will be compared against one or more master templates. Templates that are used during operation are called live templates. The templates created by current systems are nearly all system specific.

2. Biometric Template Store
The biometric template store is a memory space where master templates that are created by the biometric capture device during the enrolment process are stored and later retrieved. The master templates are used in the identification and authentication processes.

2.1 Identification
Identification is a process of determining a person’s identity from a group of possibilities.

Therefore, when performing identification, a live template (generated from a live biometric characteristic) is sent to the result generator and compared against every enrolled master template, unless a subset is more appropriate. For example, in finger print identification, the biometric sample can be classified by its overall shape; hence only master templates with that overall shape need be (initially) searched.

2.2 Authentication
Authentication is the process of testing an assertion that a person is who they claim to be. The live template captured from the biometric sample is then compared with the templates that are
already stored in any of the locations mentioned below. If the captured template sufficiently matches with any of the stored master template, the user gets authenticated.

Depending on the system configuration, the master templates can be stored in one of three locations

- Within a self-contained biometric device
- On a portable token
- In a remote database

3. Result Generator

The result generator is the third component in the biometric system. Here, comparison of the live template is done with at least one of the master templates stored within the biometric template store, depending on the operation mode.

A threshold reference is created in the system which must be satisfied in order to have a successful authentication system. If the template has acceptable levels of similarity measures and within the threshold reference, the system accepts the user, otherwise the user gets rejected.
Enrolment

Enrolment is the process that an individual must undergo in order to become an accepted user of a system. This is commonly done under physical supervision, both to prevent unauthorised enrolments and to ensure the quality of the captured biometric sample is adequate.

Enrolment into a generic biometric system

The enrolment process shown above depicts how a master template generated (after passing any automatic or manual quality checks) from the capture device is paired with a locally Unique Identifier and stored in the Biometric Template Store.
Section D - Standard Operation Procedure

Objective - A solution needs to be created that would enable biometric authentication for core banking solution usage in banks.

First time Registration Process

1. This registration can be done through finger print Biometric Devices that would be available in all the branches. It would not matter if there is a difference in the office location as all the scanned images will be stored in a central server.

2. There would be guidelines in place that would help images to be properly captured. The guidelines framework can be as follows

| General User | Hand is not soiled and is free from colour (e.g. including organic colours), sweat or any other substance that would disrupt the process of image capture. A combination of six fingers from both the hand (e.g. index finger of left and right hand) will be used. |
| Disabled People | An exemption list will be fed into the system that will allow finger print capture from fingers of one hand. |

3. A Graphical User Interface (GUI) will be used to capture information such as

- Name
- Address
- Date of Birth
- Date of Joining
- Location
- Employee Code
- Grade
- Scale
- Immediate Reporting Manager
Section E – Solution Approach & Features

Bidder would ensure the biometric solution proposed should have the following approach for Biometric data (Finger Print) authentication in Finacle Core Banking solution.

DESIGN COMPONENTS:

Please find below the components being used in Finacle Biometric Authentication procedure:

1) **CBS application**: It will be responsible for taking the user-id/password from the user and passing the user id details to biometric application. After getting the successful response from biometric application along with the token, the verification call is also made by CBS application.

2) **Biometric Web-Application**: It will be responsible for verification of the user biometric (Finger-Print) data from the biometric server for the user id passed. After successful authentication, a token need to be generated and passed to CBS application. The token need to be random, unpredictable and should be encrypted so that it cannot be compromised.

3) **Biometric Verification service**: It will be used for verifying the generated token against the user-id received from the CBS application for verification.

Flow Diagram:
FINACLE IMPLEMENTATION:

Finacle Biometric Authentication Design Components Description

**Finacle Pre-Login Page**
- Takes the user id as input
- Responsible for invoking the biometric application in modal dialog and passing the user-id to the biometric application

**Biometric Web-Application**
- Biometric Vendor provided Web-Application
- Should receive the user id from Finacle Pre-Login page
- Responsible for taking input finger-print from the user and perform authentication against the user id passed
- If success the response and the token is passed to the Pre-Login page through modal dialog.

**Finacle Pre-Login Page**
- The token from biometric application and the user id is passed to the verification service of biometric application for verifying the authentication.

**Biometric Token Verification Service**
- Token & user-id will be verified and success/failure response will be sent back to Finacle Pre-Login Page
- After verification process is complete, the token should be invalidated.

**Finacle Login page**
- Invoked by Prelogin page on successful verification of the token.
- The Finacle login screen is presented with the user id field populated and disabled.
- The user can enter the password and proceed to Finacle application.
Biometric Solution & Device Feature

Biometric Solution & Device proposed should have the following feature apart from process flow & functional specification mentioned in this section

- Biometric solution should work within the bank’s network (i.e. leased line, VSAT, RF, MPLS, CDMA, etc.,) bandwidth capacity.
- Biometric Device / Solution should have the feature of Live Finger Detection & De-duplication of Finger Print Capture.
- Biometric solution proposed should be capable of working under cluster with high availability network load balancing
- Biometric Solution should also facilitate online DC- DR replication and retrieval capability in a seamless manner
- Recommended response time for biometric authentication should be 5-10 sec.
- Biometric solution should be agnostic to OS/DB/CBS
- Facility to define whether biometric authentication is required for a specific user
- Solution should not have any type of hard coding of IP address etc. All critical parameters should be configurable.
- Maker checker facility with audit trail for enrollment
- Mass verification facility for enrollment.
- The devices should be connected to USB port in read only mode only.
- Solution should provide archival and retrieval facility
- Biometric Solution and the Biometric Devices are compatible with Unix, Linux & Microsoft Windows platforms (i.e. Windows 2003/2008 Server edition, Windows XP, Windows Vista, and Windows 7) and also on all future versions of the platform.
- Biometric Devices will work on thin or thick client machines provided hardware specifications are provided to the bidder.
- The fingerprint Biometric Device shall be in conformity with ISO 19794-2 and ISO 19794-4 formats for the fingerprint minutiae and the fingerprint captured and extracted images, respectively.
- The bidder will ensure that the Biometric Devices remain compatible with any hardware, software, firmware and patches/upgrades done periodically on the branch/office desktops, as per the Banks Policy.
- The solution should also include various audit trail report for transaction made using biometric login as and when requested by the Bank’s internal / External auditor
- The solution should have standard application interface like API, web services for biometric authentication.
Section F- Service Level Agreement (SLA)

Successful Bidder has to enter into service level agreement with banks and SLA should cover the following

In terms of response time for support, the following matrix indicates the required SLA along with financial penalties.

Uptime Guarantee (during warranty, AMC, ATS):

A. Biometric Device

Bidder will have to guarantee a minimum uptime of 95%, calculated on a quarterly basis.

Uptime percentage will be calculated as (100% less Downtime Percentage) for each device. Downtime percentage will be calculated as Unavailable Time divided by Total Available Time, calculated on a quarterly basis. Total Available Time is two shifts a day for six days a week. Unavailable Time is the time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically.

The downtime meter is supposed to have commenced from such time the trouble tickets are raised by the Bank.

If Bidder fails to meet the uptime guarantee in any quarter then the Bidder will have to pay 1% of cost of the hardware as damages OR the warranty / AMC period will have to be extended by one month. The Bidder should immediately provide Bank with an equivalent standby device in case of failures.

B) Biometric solution software

Bidder will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis.

Uptime calculation

Sum of total hours during the month – sum of downtime hours during the month x 100

Sum of total hours during the month

Example: If there are 30 days in a calendar month, then total time would be 43,200 minutes. The acceptable down time would be 216 (i.e. 3 Hours 36 Minutes) minutes (0.50%) for making full payment for the month based on the following calculations

\[(43200-216)/43200*100=99.50\%\]

The downtime meter is supposed to have commenced from such time the trouble tickets are raised by the Bank.
Uptime and Penalties for downtime

Levy of penalties is without prejudice to other rights and remedies available under this agreement.

<table>
<thead>
<tr>
<th>Level of uptime per month</th>
<th>Downtime charges to be paid / levied by the Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.50% and above (3 Hours 36 Min.)</td>
<td>NIL</td>
</tr>
<tr>
<td>99.00% and above but below 99.50%</td>
<td>5% of total cost of software / ATS charges</td>
</tr>
<tr>
<td>98.50% and above but below 99.00%</td>
<td>10% of total cost of software / ATS charges</td>
</tr>
<tr>
<td>98.00% and above but below 98.50%</td>
<td>20% of total cost of software / ATS charges</td>
</tr>
<tr>
<td>97.50% and above but below 98.00%</td>
<td>40% of total cost of software / ATS charges</td>
</tr>
<tr>
<td>Below 97.50%</td>
<td>50% of total cost of software / ATS charges and the bank also reserves the right to terminate the contract. Further if the number of down instances during a month exceeds 3, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly</td>
</tr>
</tbody>
</table>

Penalties, if any shall be calculated for every month and recovered from the bidder on monthly Basis. Bidder has to provide Banker’s cheque for the downtime charges within 7 days from the date downtime report provided by the Bank. Failure to provide the Banker’s cheque Bank will invoke the Performance Bank guarantee.
6. Annexures
Annexure I - Documents with Technical Bid

1. Letter for Responding to RFP as per annexure - II
2. Copy of Certificate of Registration/Incorporation.
3. Copy of Board Resolution evidencing authorization of signatory for submitting the proposal.
4. Certified copies of Balance Sheet and Profit & Loss Statement for the financial years 2009-10, 2010-11 and 2011-12* (*Provisional Balance sheet & P & L statement to be submitted if yet to be audited)
6. List of offices / support centers in India for both OEM & Bidder / Partner
7. Copy of valid certificate from STQC for the product offered, OEM and the supplier (self).
8. Technical compliance of Biometric Devise with Make & Model Quoted
9. Solution details of Biometric log-in authentication with diagram and process explanation
10. Self certified / any other certification that Biometric devise supplied is in compliance with LFD (Live Finger Detection)
11. Support documents (eg. Purchase order / Letter from of the Company ) for supply, installation, maintenance & integration of Biometric Solution in any Banking / Financial institution as mentioned in bidder qualification criteria
12. Self Certified letter for adhering to all the terms & conditions specified in the RFP
13. Demand Draft for Cost of RFP document
14. EMD Bank Guarantee / Crossed demand draft for the EMD amount. (Note : Please mention EMD details on the Technical bid envelope)
15. Masked Price bid in a sealed and marked envelope.
16. Escalation Matrix
17. OEM Certificate.
18. OEM Undertaking.
19. All Annexure documents as mentioned in Section 6 - Annexures.

(Where applicable, all the documents should have been duly signed by the authorized signatory of the bidding company).

Please note that all the documents requested should be arrange in the same order as mentioned in the Checklist.
Please note that any response which does not provide any / all of the above information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the service provider in this regard.
Annexure II - Letter for Responding to RFP
(On company letterhead)

Tender Reference No. BCC:IT&PROJ:104:06 Date ............... 

The General Manager (IT & Projects)  
Bank of Baroda  
Baroda Corporate Centre  
Baroda Sun Tower  
C-34 G Block  
Bandra Kurla Complex  
Bandra (E), Mumbai – 51  

Sir,  

Sub: Response to Bank’s RFP for Biometric Solution implementation  

In response to your notification dated 21\textsuperscript{st} April, 2012 calling applicants to submit technical and commercial proposals for the above purpose, we are submitting this bid and advise as under  

i) In the capacity of the applicant for the project, we declare that we are interested in the project should the Bank select us for this purpose.  

ii) We are submitting this response to the Request for Proposal (RFP) on our own.  

iii) If selected, we understand that the selection would be on the basis of our organisational, technical, financial capabilities and experience taken together, as specified in the RFP document. We agree that any adverse change in our status, as mentioned in our response, may result in our disqualification, at the discretion of the Bank.  

iv) We understand that you are not bound to accept any or all responses to RFP you receive. We understand and accept that our response does not confer any right on us with regard to participation in any manner whatsoever and Bank will have unfettered right and discretion in its decision at all times and is authorised to suspend our candidature without assigning any reason.  

v) We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other applicants for the project, in connection with the preparation and/or submission of our responses.  

vi) We undertake that, in competing for and, if we are selected, in executing the project agreements, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.  

vii) As on date, we are not under any declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India ("Gol")/State governments/Regulatory agencies.  

viii) We submit herewith, authenticated copies of the company’s audited balance sheet and profit and loss statement of the last three years.
ix) We declare that we have disclosed all material information, facts and circumstances to the Bank.

x) We acknowledge and understand that in the event that the Bank discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us from further participation in the process.

Yours faithfully,

Authorised Signatory
Name & Title of Signatory
Name of Applicant:
Address:
Direct Telephone Number:
Fax Number:
Mobile Number of Contact person:
Email ID:
### Annexure III - Brief Details of Technical Bid

Tender Reference No. **BCC:IT&PROJ:104:06**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Name and Address of the Company</td>
<td></td>
</tr>
<tr>
<td>2) Registered Address of the Company</td>
<td></td>
</tr>
<tr>
<td>3) Location of factory/assembly shop</td>
<td></td>
</tr>
<tr>
<td>4) Year of Incorporation</td>
<td></td>
</tr>
<tr>
<td>5) Local/Contact Address</td>
<td></td>
</tr>
<tr>
<td>6) Contact Person</td>
<td></td>
</tr>
<tr>
<td>a) Name</td>
<td></td>
</tr>
<tr>
<td>b) Designation</td>
<td></td>
</tr>
<tr>
<td>c) Phone</td>
<td></td>
</tr>
<tr>
<td>d) Fax</td>
<td></td>
</tr>
<tr>
<td>e) Cell No</td>
<td></td>
</tr>
<tr>
<td>f) E-mail</td>
<td></td>
</tr>
<tr>
<td>7) Biometric solution product name, version name and Make and Model of the Finger Print Biometric Device</td>
<td></td>
</tr>
<tr>
<td>8) Please specify whether the bidder is OEM / Authorized reseller of the Biometric Solution and also for FP.</td>
<td></td>
</tr>
<tr>
<td>10) Turnover and Net Profit of the company (Rs. In crores)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover</th>
<th>Net Profit (After Tax)</th>
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</thead>
<tbody>
<tr>
<td>2009-2010</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010-2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011-2012*</td>
<td></td>
<td>(Provisional if yet to be audited)</td>
</tr>
</tbody>
</table>

| 11) Name of two organization with details of Biometric Solution Supplied in the last 2 years. Please indicate the year of supply against the organization. | |
| 11) The Bidder has not been debarred by any government / statutory / regulatory / Banks / Insurance Companies / Financial Institutions at the time of submission of Bid | |

---

(Name of the person)

Designation

Company Name

Address

Contact details
### Annexure IV - Format of Price Bid

#### Commercial Sheet - I

Tender Reference No. **BCC:IT&PROJ:104:06**

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>License Base</th>
<th>Price per Unit</th>
<th>Total Cost</th>
<th>Taxes (specify VAT % &amp; Amt, ST % &amp; Amt)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Software</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Biometric Solution</td>
<td>Enterprise</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Database – Optional (specify)</td>
<td>CPU</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Any Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total (A)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Quantity</th>
<th>Price per Unit</th>
<th>Total Cost</th>
<th>Taxes (specify VAT % &amp; Amt, ST % &amp; Amt)</th>
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<tbody>
<tr>
<td><strong>Hardware</strong></td>
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<tr>
<td></td>
<td>Biometric Devices</td>
<td>1,97,014</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Any Other (specify)</td>
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<td></td>
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<tr>
<td></td>
<td><strong>Total (B)</strong></td>
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<tr>
<th>Sr. No</th>
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<th>Person days</th>
<th>Rate per Person day</th>
<th>Total Cost</th>
<th>Taxes (specify VAT % &amp; Amt, ST % &amp; Amt)</th>
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</thead>
<tbody>
<tr>
<td><strong>Implementation</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UAT (incl. CBS interface)</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>Pilot</td>
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</tr>
<tr>
<td></td>
<td>Rollout</td>
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<td>Training</td>
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</tr>
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<td></td>
<td>Any Other (specify)</td>
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<td></td>
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<tr>
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<td><strong>Total (C)</strong></td>
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<tr>
<td></td>
<td>Software - ATS</td>
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<td>Hardware - AMC</td>
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</tr>
<tr>
<td></td>
<td>Onsite Resources (optional)</td>
<td>1 person</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Any Other (specify)</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td><strong>Total (D)</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Quantity</th>
<th>Price per Unit</th>
<th>Total Cost</th>
<th>Taxes (specify VAT % &amp; Amt, ST % &amp; Amt)</th>
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</thead>
<tbody>
<tr>
<td><strong>Any Other</strong></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Any Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total (D)</strong></td>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th></th>
<th></th>
<th>Total Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total (E=A+B+C+D)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

RFP for Biometric Authentication for Core Banking System
Note:

a) The prices offered to the Bank must be in Indian Rupees,
b) Rate quoted should be inclusive of all duties, taxes, insurance except Octroi/entry tax which shall be reimbursed as per actual by Bank.
c) No price increase on account of change in tax structure, duties, levies, charges etc shall be permitted.
d) No price increase on account of exchange rate fluctuations.
e) A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
f) All the price quoted is with onsite 3 Years Warranty & 2 Years AMC for hardware
g) Software with 1 year warranty and 4 years ATS
h) Software, hardware and implementation cost to be considered for year 1 and ATS/AMC after warranty as mentioned above for the purpose of calculating NPV @10% discount rate.
Annexure V- Self Declaration

SELF DECLARATION
(on letter head of the company)

Tender Reference No. BCC:IT&PROJ:104:06 Date .................

This is to certify that we have supplied following to ______________________ (name two (2) Banks / Insurance Companies / Government Departments) at the time of submission of Bid, for which we have attached relevant proof of document (copy of purchase order attached for reference)

A. Biometric Solution:
   Name of the biometric software supplied
   Owner of the solution
   Product Version
   Type of License
   Name of the Organization
   Name of the contact person (for reference)

B. Finger Print Device (FPD):
   Make and Model of the FPD:
   Name of the OEM:
   Years of Supply:
   Name of the Organization where FP is supplied:
   Number of units supplied:
   Contact Details:

C. Details of server and system software supplied, if any

Authorised Signatory:
Name and Designation:
Office Seal with date:
Annexure VI - Minimum Wages

Confirmation for Government Rules relating to Minimum wages

Tender Reference No. **BCC:IT&PROJ:104:06**

Date .................

To

...................................
...................................
...................................

Sir,

Ref: Your Purchase Order No ______ dated______

We refer to your purchase order No. dated / Service Level Agreement awarding contract for

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non- compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if Labour Commissioner imposes a penalty towards non-compliance to the “Minimum Wages / Salary stipulated by government in the Act by your company.

Authorised Signatory:
Name and Designation:
Office Seal with date:
Annexure VII - Letter of Authorisation of OEM

LETTER OF AUTHORISATION FROM OWNER OF THE BIOMETRIC SOFTWARE SOLUTION / ORIGINAL EQUIPMENT MANUFACTURER (OEM) OF FINGER PRINT DEVICE (FPD)

Tender Reference No. BCC:IT&PROJ:104:06  
Date ……………

We hereby authorise M/s _____________________ (name of the company with address) 
to quote prices for the following components of the software /hardware/equipments etc

We also confirm the following:

a) Technical specification of the Application Server / Finger Print Device / Biometric Software quoted by the bidder meets the specifications stipulated in the above cited RFP.

b) In the event of bidder, not providing services or services provided by the bidder is not adequate, and then the same shall be provided by us to the Bank at the same terms and conditions of the RFP.

c) The Application Server / Finger Print Device / Biometric Software for which the bid is submitted are for latest models and are not marked to be withdrawn during the next 12 months.

d) Hardware spares for server and finger print device for will be available for at least 5 years from the date of delivery.

e) Delivery schedule stipulated in the RFP will be strictly adhered to.

Yours faithfully

(Name of the person)  
Designation  
Company Name  
Address  
Contact details
Annexure VIII - Undertaking of Authenticity
(On Bidder’s Letter Head)

Tender Reference No. **BCC:IT&PROJ:104:06**  Date ..................

General Manager (IT & Projects)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
C-34 G BLOCK
BKC, Bandra (e)
Mumbai – 51

Dear Sir,

Sub: **Undertaking of Authenticity for supply of Biometric Solution**
   2. Our Quotation No __________ dated __________

With reference to the solution proposed by us for implementation of Biometric Solution under RFP No.BCC:IT&PROJ:104:06 dated 21.04.2012, we hereby undertake that the hardware and other peripherals shall be new and original only, from respective OEMs of the products and that no refurbished / duplicate / second-hand hardware are being supplied. We also undertake that in respect of license to use (LTU) as asked by you in the tender, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letter from our OEM supplier/s at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery, for the hardware and other peripherals already billed, we agree to take back the hardware and other peripherals without demur, if already supplied and return the money if any paid to us by you in this regard.

Yours faithfully

(Name of the person)
Designation
Company Name
Address
Contact details
Annexure IX - OEM Undertaking  
(On OEM’s letterhead)

Tender Reference No. **BCC:IT&PROJ:104:06**  
Date ........................

General Manger (IT & Projects)  
Bank of Baroda  
Baroda Corporate Centre  
Baroda Sun Tower  
C-34 G BLOCK  
BKC, Bandra (e)  
Mumbai – 51

Dear Sir,

Sub: **OEM UNDERTAKING Tender No. BCC:IT&PROJ:104:06 dated April 21, 2012**

We, <OEM>, do hereby confirm that <bidder> is an authorized <OEM> partner and service provider for the resale of <OEM> products. When resold by <bidder>, these products are subject to <OEM>’s applicable end user warranty terms (Warranty terms enclosed). We assure you that in the event of <bidder> not being able to fulfill its obligation as <Bidder>’s Service provider in respect of the standard <OEM> warranty terms, <OEM> would continue to meet these “<OEM> warranty Terms” through alternate arrangements.

Yours faithfully,

Authorised Signatory (With official Stamp)

Note : Please replace <OEM> with full name of Original Equipment Manufacturer (OEM)
Annexure X - Format of EMD Bank Guarantee

Tender Reference No. BCC:IT&PROJ:104:06 Date ............... 

To,  
Bank of Baroda  
Baroda Corporate Center  
Baroda Sun Tower  
C-26, G-Black,  
3<sup>rd</sup> Floor, Risk Management Division  
Bandra Kurla Complex,  
Bandra (East), Mumbai  

Dear Sir,  

In response to your invitation to respond to your RFP for Implementation of Biometric Authentication Solution for Core Banking Systems, M/s ______________________________ (hereinafter called the ‘Bidder’) wish to respond to the said Request for Proposal (RFP) and submit the proposal for Implementation of Biometric Authentication Solution for Core Banking Systems and to provide related services as listed in the RFP document.  

Whereas the ‘Bidder’ has submitted the proposal in response to RFP, we, the _______ Bank having our head office ______ hereby irrevocably guarantee an amount of Rupees 60 Lacs (Rupees sixty Lacs only) as bid security as required to be submitted by the ‘Bidder’ as a condition for participation in the said process of RFP.  

The Bid security for which this guarantee is given is liable to be enforced/ invoked:  

1. If the Bidder withdraws his proposal during the period of the proposal validity;  

Or  

2. If the Bidder, having been notified of the acceptance of its proposal by The Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.
We undertake to pay immediately on demand to Bank of Baroda the said amount of Rupees sixty Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked / enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Bank of Baroda which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rupees 60.00 Lacs (Rupees sixty lacs only).

2. This Bank guarantee will be valid up to ___________ (for a period of one year from last date of bid submission) and

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before__________________.

In witness whereof The Bank, through the authorized officer has sets its hand and stamp on this day of at ---------.
Annexure XI - Format of Performance Guarantee

Tender Reference No. **BCC:IT&PROJ:104:06**  
Date  

To,  
The General Manager  
<Bank name & Address>

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated…………….. (hereinafter referred to as RFP, issued by Bank of Baroda as a Lead Bank of Consortium of Banks and in response of (Vendor / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office at …………………………………has awarded the Contract valued Rs………………………………….and appointed…………………….as Vender / Service Provider for implementation of Biometric Authentication for Core Banking System vide Appointment letter / Purchase Order No…………………………………dated……………..on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.

2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon (Vendor / Service Provider to furnish a Performance Guarantee, for Rs…………………………….Rupees only), equivalent to……………………of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.

3. WHEREAS (Vendor / Service Provider) has approached us for issuing in your favour a performance Guarantee for the sum of Rs………………………………….. (Rupees…………………………………..).
NOW THEREFORE in consideration of you having awarded the Contract to…………………..inter-
alia on the terms & conditions that provides a performance guarantee for due performance of
the terms and conditions thereof. We,……………………Bank,………………………… a body corporate
constituted under …………………………………having its Head office
at…………………………………………………………..(give full address) and a branch inter-alia
at…………………………………… India at the request of………………..do hereby expressly, irrevocably
and unconditionally undertake to pay merely on demand from you and without any demur
without referring to any other source, 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 …………………of any of the terms and conditions of the Contract and
in the event of………………..committing any default or defaults in carrying out any of the work or
discharging any obligation under the said Contract or otherwise in the observance and
performance of any of the terms and conditions relating thereto including non-execution of the
Agreement as may be claimed by you on account of breach on the part of …………………of their
obligations or default in terms of the said Appointment letter / Purchase Order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your
decision as to whether the …………………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 its claim or claims under this Guarantee, but will
pay the same forthwith on demand without any protest or demur. Any such demand made by
you shall be conclusive as regards the amount due and payable by us to you.

5. This Guarantee shall be valid up to ………….. plus -3- (three) months of the Claim period from the
expiry of said guarantee period. 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.

6. You will have the fullest liberty without our consent and without affecting our liabilities under this
Guarantee from time to time to vary any of the terms and conditions of the said appointment
letter or the Contract to be made pursuant thereto 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 ………… and either to enforce or forbear to enforce any of the terms and conditions of the said
appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of 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 …………………(date) unless expressly agreed to by us in writing.

7. This Guarantee shall not in any way be affected by you are taking or giving up any securities from …………or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of ………

8. 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 …………hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.

9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims against …………from time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.

10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e.mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

11. This Guarantee shall not be affected by any change in the constitution of …………or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. This 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 in writing irrespective of any
dispute or controversy between you and .......... in any suit or proceeding pending before any
court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute
and unequivocal. The payments so made by us shall be a valid discharge of our liability for
payment hereunder and ..........shall have no claim against us for making such payment.

14. We have the power to issue this Bank Guarantee in your bank’s favour as the undersigned has
full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

15. Our authority to issue this guarantee may be verified with our Controlling Office situated at
…………………………….(full details of persons to be contacted address and phone Numbers
e tc).

16. Notwithstanding anything contained herein above;

i) Our liability under this Guarantee shall not exceed
Rs………………………..(Rupees………………………..only )

ii) This Guarantee shall be valid and remain in force up to………..plus the Claim period of -3-
(three) months and including the date .......... and

iii) We are liable to pay the guaranteed amount or any part thereof under this Guarantee only
and only if you serves upon us a written claim or demand for payment on or before the
expiry of this Guarantee.

Dated this the ____________ day of ______________ 2012.

Signature and Seal of Guarantors

Vendor’s Bank
Annexure XII - Escalation Matrix

ESCALATION MATRIX

Tender Ref: BCC:IT&PROJ:104:06
Name of Company:

Delivery Related Issues

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name</th>
<th>Designation</th>
<th>Full Office Address</th>
<th>Phone No</th>
<th>Mobile No</th>
<th>Fax</th>
<th>email address</th>
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<tbody>
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<td>First level Contact</td>
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<td>Second level Contact (If response not recd in 24 Hours)</td>
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<td>Regional / Zonal Head (If response not recd in 48 Hours)</td>
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<td>Country Head (If response not recd in One week)</td>
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Service related Issues

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name</th>
<th>Designation</th>
<th>Full Office Address</th>
<th>Phone No</th>
<th>Mobile No</th>
<th>Fax</th>
<th>email address</th>
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<tr>
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<td>First level of Support</td>
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<td>Second level Contact (If response not recd in 4 Hours)</td>
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<td>Regional / Zonal Head (If response not recd in 24 Hours)</td>
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<td>Country Head (If response not recd in 48 Hours)</td>
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</table>

Any change in designation, substitution will be informed by us immediately.

Signature

Name of representative
Designation
Company Seal
Annexure XIII – Eligibility Criteria Compliance

Eligibility Criteria

Interested Bidder / OEM should satisfy the following conditions and submit the support document required as mentioned below

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Eligibility Criteria</th>
<th>Support Document required</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The bidder is registered as IT / ITES company in India as per Company Act 1956 and should have been in existence for a period of at least 3 years as on date of RFP</td>
<td>Copy of Certificate of Incorporation should be submitted</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should be an ISO 9001:2008 certified company with valid certificate.</td>
<td>Copy of Certificate to be submitted</td>
</tr>
<tr>
<td>3</td>
<td>The bidder should submit a self declaration that they have not been debarred by any government / statutory / regulatory / Banks / Insurance Companies / Financial Institutions at the time of submission of Bid.</td>
<td>The bidder in their company’s letter head shall provide undertaking to this effect</td>
</tr>
<tr>
<td>B</td>
<td>Financial</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The Bidder has registered a turnover of at least Rs.100 crores per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last three (3) financial year i.e. 2009-10, 2010-11 &amp; 2011-12, (not inclusive of the turnover of associate companies) as per the audited accounts.</td>
<td>Copy of Audited Balance Sheet and Profit and Loss account should be submitted.</td>
</tr>
<tr>
<td>2</td>
<td>The bidder has registered net profit (after tax) in the immediate preceding three (3) financial years (not inclusive of associate companies) as per audited accounts. (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable).</td>
<td>Copy of Audited Balance Sheet and Profit and Loss account should be submitted</td>
</tr>
<tr>
<td>C</td>
<td>Technical</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The Bio-metric device quoted should be complied with the technical specifications mentioned in Section – IV</td>
<td>Technical Specification Compliance sheet to be submitted as per format mentioned section – IV</td>
</tr>
<tr>
<td>2</td>
<td>The Bio-metric solution proposed should meet the Functional specification along standard operation process mentioned in Section - IV</td>
<td>The bidder in their company’s letter head shall provide undertaking to this effect. Technical details of Biometric Solution with picture representation to be submitted</td>
</tr>
<tr>
<td>3</td>
<td>The biometric devise quoted by the bidder should be certified by STQC or applied for</td>
<td>Copy of STQC certificate/application to be submitted</td>
</tr>
<tr>
<td></td>
<td>Bids should be for latest models and should not include models, which are marked to be withdrawn (End of Life) during the next 12 months and End of Support for next 60 Months.</td>
<td>The OEM in their company’s letter head shall provide undertaking to this effect</td>
</tr>
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<td>---------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5</td>
<td>The bidder should submit a certificate from OEM for availability of spares for at least 5 years for the biometric equipments quoted.</td>
<td>The OEM in their company’s letter head shall provide undertaking to this effect</td>
</tr>
<tr>
<td>6</td>
<td>The biometric devices should preferably have firmware-level encryption and ability to detect live finger (and it should be able to reject gummy/fake fingerprints) &amp; De-duplication of finger print</td>
<td>The OEM in their company’s letter head shall provide undertaking to this effect</td>
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</table>

**D Experience & Support Infrastructure**

<table>
<thead>
<tr>
<th></th>
<th>The bidder should have experience in supply and maintenance of the offered product during last 2 years for banking or non-banking sector in India</th>
<th>Copy of PO to be submitted</th>
</tr>
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<tbody>
<tr>
<td>2</td>
<td>The bidder should have supplied, installed and commissioned similar type of Biometric Solution (Software &amp; Equipments) to any of the Banks / Insurance Companies / Government Organisation / Financial Institutions in India in the last two (2) financial years. Bidder should submit self-declaration along with proof of document as per Annexure IV of this RFP</td>
<td>Copy of PO along with the self declaration letter as per annexure-X to be submitted</td>
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<tr>
<td>3</td>
<td>The bidder should be Owner of the Biometric Application Software. The Bidder must be in position to provide support / maintenance / up-gradation during the period of contract with the Bank. In case the bidder is a premium partner / authorised reseller of the Biometric Solution, Bidder to submit a letter of authorization from Owner of the Solution and OEM of the Finger Print Biometric Device as per format provided in Annexure VI of this RFP</td>
<td>The OEM in their company’s letter head shall provide undertaking to this effect as per annexure-X</td>
</tr>
</tbody>
</table>
Annexure XIV - Comments on the Terms & Conditions, Scope

[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 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:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Page #</th>
<th>Point / Section #</th>
<th>Clarification point as stated in the tender document</th>
<th>Comment/ Suggestion/ Deviation</th>
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Authorized Signatory
Name:
Designation:
Vendor’s Corporate Name
Address
Email and Phone #

Date:
Annexure XV - CONTRACT FORM

THIS AGREEMENT made the ......day of.................................., 20__. Between .........................
(Name of Bank) (hereinafter called "the Bank") of the one part and ....................... (Name of
Vendor) of ......................... (City and Country of Bidder) (hereinafter called "the Vendor") of the
other part : WHEREAS the Bank invited Bids for Implementation of Biometric Authentication for
Core Banking System and has accepted a Bid of the vendor for installation of ........... Biometric
Solution and Managed Services in the sum of ......................... (Contract Price in Words and
Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Conditions of Contract referred to.

2. The following documents of Bid No.: ......................... Dated: ................... shall
be deemed to form and be read and construed as part of this Agreement, viz.:
   a) Request for Proposal (RFP)
   b) Terms and Conditions of Contract (TCC)
   c) Scope of Work
   d) Technical & Functional Specifications (TFS)
   e) Bid Form and Other Formats (BF)
   f) Price Schedules
   g) Bank's Notification of Award;

3. In consideration of the payments to be made by the Bank to the Vendor, the Vendor hereby
  covenants with the Bank to provide the Services and maintain the uptime therein, in
  conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the Vendor in consideration of the provision of the Services and Uptime therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Brief particulars of the Deliverables and Services which shall be supplied / provided by the Vendor are as under:

TOTAL VALUE: (Rs.)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..................................................... (For the Bank)

in the presence of:....................................

Signed, Sealed and Delivered by the

said ..................................................... (For the Vendor)

in the presence of:....................................

----- End of Document -----