

Request for Proposal
For
Supply, Installation and Maintenance
of Terminal Security Solution for ATMs &
Cash Recyclers

**RFP Reference Number: HO/DB/ATM/111/
Dated 20th March 2019**

Bank of Baroda
(Digital Banking Department)
Baroda Bhavan
Bank of Baroda
RC Dutt road, Alkapuri
Vadodara- 390007

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Invitation for Request for Proposal

Bank of Baroda invites Request for Proposal (RFP) from the short listed vendors for **Supply, installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers**, Bid related details are as under -

RFP Reference Number	HO/DB/ATM/111/
Cost of RFP	Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of Bank Draft/Banker's cheque
Bid Security / Earnest Money Deposit	Rs.50,00,000/- (Rupees Fifty Lakh only) in the form of Bank Draft/Banker's cheque/ Bank Guarantee(with a validity of 12 months from the date of closing of the Bid)
Availability of RFP document	20.03.2019
Last date of submission of any query / reporting any error	22.03.2019 1200 hrs
Date, Time and Venue of Pre-bid meeting	25.03.2019 1300 hrs Bank of Baroda Digital Banking Department 1 st floor, Baroda Bhavan RC Dutt Road, Alkapuri Vadodara- 390007
Last Date, Time and Place for receipts of bids	29.03.2019 1300 hrs Bank of Baroda Digital Banking Department 1 st floor, Baroda Bhavan RC Dutt Road, Alkapuri Vadodara- 390007
Date and Time of eligibility and technical bid opening	29.03.2019 1330 hrs Bank of Baroda Digital Banking Department 1 st floor, Baroda Bhavan RC Dutt Road, Alkapuri Vadodara- 390007
Date and time of Commercial bid opening	Date will be intimated subsequently
Announcement of final response	Date will be intimated subsequently
Issuance of offer letter	Date will be intimated subsequently
Address for Communication	Deputy General Manager Bank of Baroda Digital Banking Department 1 st floor, Baroda Bhavan RC Dutt Road, Alkapuri Vadodara- 390007
Contact person	Chief Manager (Email id) cm.atm.debitcard@bankofbaroda.com

N.B: The above dates are tentative and subjected to change without any prior notice or intimation (Bidders should check our website www.bankofbaroda.com for any changes / addendums to the above dates and / or any other changes/ update to this RFP). Bidders are requested to keep themselves updated through our said website from time to time.

Important Clarifications:

1. Bank/ BOB means Bank of Baroda
2. ATMs mean Bank of Baroda's ATMs.
3. CDs Means Bank of Baroda's Cash Dispensers
4. CRs means Bank of Baroda's Cash Recyclers
5. BNAs means Bank of Baroda's Bunch Note Acceptors
6. SSPBP means Bank of Baroda's Self Service Pass Book Printer
7. MFK means Bank of Baroda's Multi-Function Kiosk
8. DSS means Bank of Baroda's Digital Signage System
9. 'Vendor' means the respondent to the RFP document.
10. 'RFP' means this Request for Proposal document.
11. TSS means Total Security Solution
12. OS hardening means making and OS more secure and configuring system and network components properly.
13. Time based admin means password assigned to Engineer to be with validity as per the down call requirement.
14. Whitelisting means practice of identifying the entities that are provided a particular privilege, services or access.
15. 'Recipient' or 'Respondent' or 'Bidder' means to whom the RFP document is issued by the Bank, either by way of physical delivery or by way of downloading from website.
16. Successful/Selected Bidder/ Supplier/Contractor/Vendor means the bidder selected after further/final process, pursuant to Prequalification under RFP.
17. 'Offer/Bid/Proposal' means response to RFP document submitted by Recipient to the Bank
18. **Machines** mean Bank of Baroda's **ATMs / CDs / CRs**
19. Solution/Service/Work/System/IT System – "Solution" or "Service" or "Work" or "System" or "IT System" means all services, scope of work and deliverables to be provided by a bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning integration with existing systems, provisions of technical assistance, training certifications auditing and other obligations of the Supplier covered under RFP.
20. ATM sites would mean all the ATM sites, e-Lobbies and Express lobbies including all such sites where multiple ATMs / multiple self-service machines are installed and would also include any future such installation with the same name or any other name which the Bank may come up with for enhanced customer facility and experience.
21. ATM Cabin (Normal) – One or more ATM / Cash Recycler
22. e-Lobby – Combination of ATM, Cash Recycler, Passbook Printer, Multi-Function Kiosk and Digital Display System
23. Express Lobby – Combination of ATM, Cash Recycler and Passbook Printer.

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

Abbreviations

AMC	Annual Maintenance Contract
ANSI	American National Standards Institute
ATM	Automated Teller Machine
ATP	Acceptance Test Procedure
BG	Bank Guarantee
BNA	Bunch Note Acceptor
CBS	Core Banking Solution
CD	Cash Dispenser
CO	Central Office
CMS	Central Monitoring System
CPU	Central Processing Unit
CR	Cash Recycler
CRA	Cash Replenishment Agency
CST	Central Sales Tax
DD	Demand Draft
DES	Data Encryption Standard
DRC	Disaster Recovery Centre
DVSS	Digital Video Surveillance System
EMD	Ernest Money Deposit
EPP	Encrypted Pin Pad
FLM	First Level Maintenance
GST	Goods & Services Tax
HO	Head Office
IPv6	Internet Protocol version 6
ISO	International Standards Organization
IT	Information Technology
LAN	Local Area Network
LD	Liquidated Damage
LST	Local Service Tax
MAF	Manufacturer Authorization Form
MS	Managed Services
MSP	Managed Service Provider
NAS	Network Access Storage
NDA	Non-Disclosure Agreement
NIA	Negotiable Instruments Act
NPCI	National Payments Corporation of India
OEM	Original Equipment Manufacturer
OS	Operating System
PIN	Personal/Private Identification Number
PIR	Passive InfraRed Sensor
POC	Proof of Concept
OS	Operating System
QRT	Quick Response Team
RFP	Request for Proposal
RRB	Regional Rural Bank
SLA	Service Level Agreement
SLM	Second Level Maintenance

DBD	Digital Banking Department
TCO	Total Cost of Ownership
TSS	Terminal Security Solution
UPS	Uninterrupted Power Supply
VAT	Value Added Tax
VPN	Virtual Private Network
ZO/RO	Zonal Office/ Regional Office

NON-DISCLOSURE AGREEMENT

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

NDA format is provided below.

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

The General Manager

(Digital Banking)

Bank of Baroda

1st Floor, Baroda Bhavan

RC Dutt Road, Alkapuri

Vadodara- 390007

[Date]

[Salutation]

Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for **Supply, installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers**, we shall have access to and be entrusted with Confidential Information. For the purpose of this Agreement, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary and shall use at least the same degree of care used by us to protect the unauthorized use, disclosure, publication or dissemination of our own confidential information, but in any case no less than a reasonable degree of care (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:

- To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of MS Vendor.
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
- For the purpose of a disclosure permitted by item 5 above; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
- Is in the public domain at the time it is acquired by us;
 - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - Is already in our possession prior to its disclosure to us; and
 - Is independently developed by us.
8. This Agreement shall come into effect on the date of execution by our Authorised Signatory and shall continue perpetually unless and to the extent that you may release it in writing.
9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
10. We acknowledge that all the Confidential Information disclosed to us by the Bank shall at all times remain the sole and exclusive property of the Bank and nothing in this Agreement shall be construed to confer upon us and/or our employees and/or our professional advisers, any right or license in or to the Confidential Information or Intellectual Property of the Bank.
11. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Baroda courts. In the event that any of the provisions of this Agreement shall be held by the court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
13. We hereby agree to indemnify and keep BANK OF BARODA indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or our employees and/or our professional advisers and shall immediately reimburse and pay to BANK OF BARODA on demand all damages, loss, cost, expenses or any charges that BANK OF BARODA may sustain suffer, incur or pay in connection therewith.
14. We acknowledge that a breach of our obligations under this Agreement could cause irreparable harm to the BANK OF BARODA for which monetary damages may be difficult to ascertain or an inadequate remedy. We therefore agree that the BANK OF BARODA will have the right, in addition



RFP for supply, installation and maintenance
of TSS for ATMs & Cash Recyclers

to its other rights and remedies, to seek injunctive relief and reserve right to take any appropriate remedial action against us for violation of this Agreement.

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

Yours sincerely

Signature and Stamp of Company

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

Name:

Position:

Date:

Section A: Introduction and Disclaimer

A.1 Introduction

This Request for Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Baroda ('Bank') to select Vendors / Service Providers for **Supply, installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers**, for Bank's ATMs/Cash Recycler (Existing as well as future deployments). Site identification for such solution will be solely at the discretion of the Bank.

The purpose of the BANK OF BARODA behind this RFP is to seek a detailed technical and commercial proposal for Supply, installation and Maintenance of Terminal Security Solution for 9000+ ATMs & Cash Recyclers with Two years AMC after free warranty period of Three years.

The initial contract for the Total Security System will be for the period of **Five** years from the date of signing of the contract / SLA, subject to yearly performance review for satisfactory performance of the vendor. The tenure of contract can be extended on same terms and conditions for 1 year at the banks discretion.

This RFP is not an agreement and is neither an offer nor invitation by the Bank to the prospective Bidder/s or any other person or entity. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Bank in relation to the Project[s]. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Bank, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. While all care has been taken to keep the assumptions, assessments, statements and information contained in this RFP as relevant, complete, accurate, adequate and correct, it may not be taken as final. Each bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

A.2 Information Provided

The RFP document contains statements derived from information believed to be true and reliable at the date obtained; but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the scope of this RFP. Neither the Bank nor any of its directors, officers, employees, agents, representatives, 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 the 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.

The Bank may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

A.3 For Respondent Only

The RFP document is intended for the information of the party (ies) to whom it is issued ("the **Recipient**" or "the **Respondent**") and no other person or organization.

A.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its Directors, Officers, Employees, Contractors, Representatives, Agents, and Advisor 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) 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 loss or damage arises in connection with any negligence, ignorance, omission, default, lack of care or misrepresentation on the part of the Bank or any of its Directors, Officers, Employees, Contractors, Representatives, Agents, and Advisor.

The Bank and its Directors, Officers, Employees, Contractors, Representatives, Agents, and advisor disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

A.5 Costs Borne by Respondents

All costs 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, discussions, site/infrastructure visits etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.

A.6 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

A.7 Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct any necessary investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

A.8 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 the bidder /s for **Supply, installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers**, and not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation for short listing/ selecting the bidders who meet the benchmark of technical and financial capacity criteria 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, nor would it be conferring any right on the bidder over the Bank for any kind of claim whatsoever. 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.

A.9 Errors and Omissions

Each Recipient should notify the Bank of any error, omission, or discrepancy found in this RFP document. Notification should be made to the address found in Section **B.7 – Requests for Information / Clarification** but not later than last date of receiving clarifications as specified in **Invitation for Request for Proposal – Last date of submission of any query / reporting any error**.

A.10 Acceptance of Terms

A Recipient will, by responding to the Bank with a submission, be deemed to have accepted the terms of this Introduction, RFP and Disclaimers.

A.11 Standards

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

Section B – RFP Response terms

Lodgement of RFP

B.1 RFP Submission Details

RFP responses must be submitted as follows:

One Set of bid documents (paper copies) containing Eligibility, Technical and Commercial responses (Each in separate sealed envelopes); one (1) electronic copy (Microsoft Office 2003 / 2007 on CD) and one (1) electronic copy (Adobe .pdf non-editable / password protected on CD) must be supplied in master sealed envelope superscripted “Bank of Baroda RFP – Terminal Security Solution - 2019” and addressed to:

Deputy General Manager
Digital Banking Department
1st floor, Baroda Bhavan
Bank of Baroda
RC Dutt road, Alkapuri
Vadodara- 390007

B.2 Submission of Bids

The bids shall be in three parts viz.

1. Eligibility Proposal
2. Technical Proposal and
3. Commercial Proposal

Eligibility, Technical and Commercial Proposals each shall be submitted in separate sealed envelope super-scribing “**Eligibility Proposal for Supply, installation and Maintenance of Terminal Security Solution for ATMs &Cash Recyclers**”, “**Technical Proposal for Supply, installation and Maintenance of Terminal Security Solution for ATMs &Cash Recyclers**” and “**Commercial Proposal for Supply, installation and Maintenance of Terminal Security Solution for ATMs &Cash Recyclers**” on top of the respective envelopes containing Eligibility, Technical and Commercial bid. These separate sealed envelopes should be put together in the sealed master envelope super-scribing “**Bank of Baroda RFP – Terminal Security Solution– 2019**”.

All pages of the proposal are to be numbered and signed by an authorised signatory on behalf of the Respondent. The numbers should form a unique running series across the entire document.

All the aforesaid documents are to be submitted at once at the time of submission.

The respondent will submit the response only in the manner detailed herein. A submission in a different manner, including a submission through Fax or Email, will not be accepted by the Bank and will be summarily rejected.

The sealed bid envelope should be delivered to Chief Manager at the above address (Telephone– 0231-2656214). Bids submitted anywhere else would be liable for rejection.

All the envelopes (inside the master envelope) should have the following information on the front side:

1. **Name of the bidder :**

2. **Type of offer : Eligibility, Technical, Commercial**
3. **Date of submission:**
4. **Contact numbers (mobile) and email address of the single point of contact of the bidder for this RFP.**

Please note that in the following cases, Bank may reject the Bids responses from the bidders -

1. Submission of Bid after the time stipulated in this RFP Document.
2. Misleading/incomplete information or documentation
3. Bid submission without bidders name
4. Price information provided anywhere other than 'Commercial Bid'
5. Improper Draft/Banker's Cheque/Bank Guarantee for Bid Fee or Bid Security
6. Any conditional offer or assumption with or without information to the Bank
7. Envelopes are not in order as requested in this document
8. Submitted bid through Fax or email
9. Submitted more than one bid. In case bidder is submitting more than one bid all the bids submitted by the bidder shall be disqualified
10. Bidder not able to demonstrate the services/facility requested in RFP and proposed by bidder at the time of visit by Bank's evaluation team.

B.2.1 Eligibility Proposal

The eligibility proposal shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed)
2. Non-Disclosure Agreement (NDA)
3. Covering letter on the prescribed format (Compliance Certificate) as per **Annexure-1**
4. Eligibility Proposal in the prescribed format / template as per **Annexure-2, Annexure-3 and Annexure -4**
5. Supporting documents / certificates etc.
6. Application Money of Rs.25,000/- (Rupees Twenty Five Thousand only), in the form of a Bank Draft / Bankers' Cheque issued by a Scheduled Commercial Bank favoring Bank of Baroda, payable at Baroda. In case of non-payment of this fee, the offers shall not be opened / considered for further evaluation.
7. **Annexure-7** – Conformity with Hardcopy letter
8. **Annexure-8** – Conformity Letter
9. **Annexure-9** – PRE CONTRACT INTEGRITY PACT
10. **Annexure-12** – Certificate of satisfactory performance
11. Copy of the response document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
12. One Compact Disk (CD) containing the soft copy and the scanned copies of credential letters / Purchase orders / supporting documents as mentioned in section

B.2.2 Technical Proposal

The Technical Proposal should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the technical details in the prescribed formats duly filled in, along with the offer. The Technical Proposal must be submitted in an organized and structured manner. No brochures / leaflets etc. should be submitted in loose form.

The technical proposal shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed)

2. Functional / technical specifications – **Annexure-5**

B.2.3 Commercial Proposal

The Commercial Proposal should be complete in all respects and contain all information asked for as per **Annexure – 6**, Commercial Bid Template.

B.3 Opening of Bids

Opening of Bids shall be strictly as per schedule under this RFP and no request for change in date shall be entertained. However, Bank reserves the right to change the date and time of the Schedule of RFP under unavoidable circumstances, if any, without assigning any reasons.

The bid shall be cancelled at any stage if the Bank detects that information / facts is contrary / undisclosed to what has been submitted in the bid.

The envelope containing Eligibility proposal will be opened first and will be evaluated for **eligibility of the bidder**.

Non-compliance of even one condition in the eligibility requirements will render the bid ineligible for opening of the Technical proposal.

Technical Proposal shall be opened only for eligible bidders and will be evaluated as per **Technical and Functional Specification**.

Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit will be done as detailed under in this document. Only those bidders who qualify after technical evaluation will be eligible for opening of commercial bid.

B.4 Offer Validity Period

RFP responses must remain valid and open for evaluation, according to their terms, for a period of at least 180 days from the RFP opening date.

B.5 Registration of RFP Submission

Upon receipt of a submission, the Bank shall register the response. **Incomplete or partial or faulty Submissions shall be rejected forthwith.**

All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the RFP shall be deemed as respondents' license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

B.6 Late RFP Submission Policy

Within time submission of responses is strongly encouraged and recommended. RFP responses received after the deadline for lodgement of RFPs will not be admitted / accepted for registration.

B.7 Requests for Information / Clarification

Respondents are required to direct all communications related to this RFP to:

Deputy General Manager
Digital Banking Department
1st Floor, Baroda Bhavan
RC Dutt Road, Alkapuri
Vadodara- 390007

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

Name of the Respondent/Bidder:

Date:

Contact Person from Respondent/Bidder in case of need.

Name:

Designation:

Mail ID:

Tel / Mobile No:

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query
1				
2				
3				

All queries/clarifications requested must be in writing and should be forwarded by the nominated point of contact of bidder in the above format in MS-EXCEL-2003/2007 work book format. The queries to be e-mailed to: cm.atm.debitcard@bankofbaroda.com with subject as “**Pre bid queries on BOB Terminal Security Solution RFP - 2019**”.

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

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

B.8 Bid Security / Earnest Money Deposit, Cost of RFP and Performance Bank Guarantee

B.8.1 BID Security / Earnest Money Deposit

1. The Bidder shall furnish, as part of its bid, a Bid Security / Earnest Money Deposit for an amount of Rs. 50,00,000/- (Rupees Fifty Lakh only) in the form of a Bank Guarantee issued by a reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in the format as per **Annexure-10** and valid for – 12 - months from the last date of submission of the Commercial bid.
2. The successful Bidder's bid security will be discharged upon the Bidders signing the contract & furnishing the Performance Bank Guarantee. Unsuccessful Bidder's bid security will be returned as promptly as possible, after the declaration of the successful Bidder /s.
3. The bid security may be forfeited / Bank Guarantee shall be invoked:
 - i. If a Bidder withdraws its bid during the period of bid validity; or
 - ii. In case of a successful Bidder, if the Bidder fails
 - a) To sign the Contract within the stipulated time, or
 - b) To furnish Performance Bank Guarantee within the stipulated time.
 - iii. At any stage of evaluation, if a bidder /s is / are found to have given wrong certification / information in Technical Bid, which does not support / corroborate such claim/s made in Technical Bid, Bank may at its discretion forfeit EMD / invoke the Bank Guarantee submitted as EMD and reject the bid.

B.8.2 Cost of RFP

A complete set of Bidding documents may be purchased by any of eligible Bidders from this office upon **payment of a non-refundable fee of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft / Banker's Cheque in favour of Bank of Baroda payable at Baroda.** The same is available on our Bank's website <http://www.bankofbaroda.com/tenders.asp> and can be downloaded from the website.

In case the Bid document is downloaded from the website, the price of Bidding document shall have to be handed over separately in the form of a non-refundable Demand Draft / Banker's Cheque for Rs. 25,000/- (Rupees Twenty Five Thousand Only) in favour of Bank of Baroda payable at Baroda at the time of submission of the Bid as part of the eligibility bid.

B.8.3 Performance Bank Guarantee

Successful Bidder /s also have to furnish a Performance Bank Guarantee of 10% of the total contract value in place of Bid Security (EMD), issued by any reputed Scheduled Commercial Bank in India (other than our bank i.e Bank of Baroda) in favour of Bank of Baroda (**Annexure- 11**).

Performance Bank Guarantee has to remain valid up to six months after the expiry of the contract.

In case of extension of contract, the successful Bidder /s have to extend the Performance Bank Guarantee for the extended period (exceeding six months of the currency of contract) as per stipulation in the SLA.

B.9 Notification

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

B.10 Disqualification

Any form of canvassing / lobbying / influence / query regarding short listing, status etc. will be considered as disqualification.

B.11 Language of Response

The response prepared by the Bidder /s, as well as all correspondence and documents relating to the Response exchanged by the Bidder /s and the Bank and supporting documents and printed literature shall be in English language only.

B.12 Formats for Responses

The Bidder /s should strictly use the formats prescribed by the Bank in the RFP for submitting the Eligibility-cum-Technical and Commercial bid responses.

B.13 Erasures or Alterations

All details must be completely filled up. All the corrections or alterations, if any, should be authenticated. In the case of the corrections / alteration are not properly authenticated, the offer shall be rejected.

There should be no hand-written material, corrections or alterations in the offer. Filling up of the forms using terms such as "OK", "Accepted", "Noted", "As given in Brochure / Manual" are not acceptable to the Bank. Offers not adhering to these guidelines may not be accepted by the Bank.

B.14 General Terms and Conditions

B.14.1 Adherence to Terms and Conditions

The Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

B.14.2 Execution of SLA & NDA

The successful Bidder will execute (a) Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-Disclosure Agreement (NDA) detailing the confidentiality obligations of the successful bidder/its employees/agents/ contractors/sub-contractors/professional advisors etc.

The successful Bidder /s will execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment / Purchase Order. The contract shall be executed by the authorized signatory of the Bidder /s. A Board Resolution to that effect shall be submitted by the successful bidder /s.

The Stamp duty for execution of the contract is to be paid by the bidder / vendor only.

B.14.3 Other Terms and Conditions:

Bank reserves the right to:

1. Reject any and all responses received in response to the RFP;
2. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery;
3. Extend the time for submission of all proposals;
4. Select the most responsive Bidder /s (in case no Bidder /s satisfies the Eligibility-cum-Technical criteria in totality);
5. Select the next most responsive Bidder /s if negotiations with the Bidder /s of choice fail to result in an agreement within a specified time frame;
6. Share the information / clarifications provided in response to RFP by any Bidder /s, with any other Bidder(s) / others, in any form;
7. Cancel the RFP at any stage, without assigning any reason whatsoever;
8. Change the time schedule of the RFP for inviting the bids or evaluation thereof;

B.14.4 Substitution of Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed without the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder /s during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

B.15 Professionalism

The Bidder /s should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

B.16 Adherence to Standards

The Bidder /s should adhere to laws of the land and rules, regulations and guidelines prescribed by various Regulatory, Statutory and Government authorities.

The Bidder should provide a fully compliant system with latest certification/standards prevailing in the industry and ensure their time to time update..

The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of vendor selection and any strong adverse comment/ action about product or service would make the Bidder ineligible for further assessment/ processing.

B.17 Audit

The Bank or other Regulatory authorities reserves the right to conduct an audit / ongoing audit of the services provided by the Bidder /s.

B.18 Expenses

Bank will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. related to this RFP.

B.19 Single Point of Contact & Direct Support

Bank intends that the vendor shall have **Single Point of Contact (SPOC)** for fulfilling all obligations and providing all deliverables and services required for successful implementation of this project. The vendor may appoint / procure services of third party suppliers, to perform all or part of the obligations contained under this RFP only after prior written consent of the Bank and that the Bank may for convenience, enter into arrangements, including tripartite agreements, with such third party if required.

B.20 Limitation on promotion

The Successful Bidder /s shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

B.21 Publicity

Successful Bidder /s shall not use the name and / or trademark / logo of Bank, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of Bank.

B.22 Resource Planning

The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

B.23 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder /s, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

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

B.24 Penalty and Liquidated Damages

If the selected Bidder /s fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the Bidder /s. The Bank reserves the right to recover an amount equal to 10% of the contract value as Liquidated Damages for non-performance.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

B.25 Force Majeure

The Successful bidder /s shall not be liable for penalty / liquidated damages or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as War, Strike, Riot, Crime, or an Act of God / Nature (such as Hurricane, Flooding, Earthquake, Volcanic Eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the Successful Bidder /s shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful Bidder /s shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

If under this clause the Bidder /s is / are excused performance of any obligation for a continuous period of ninety (90) days, then the Bank may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the Bidder.

B.26 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 assignment ; and/or
- ▶ Negligence or willful misconduct of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- ▶ 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
- ▶ , or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this assignment; and/or
- ▶ breach of confidentiality obligations of the Vendor; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other

Intellectual Property Rights;

Bank shall notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Vendor in the defense and settlement of the claims.

The Vendor shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor shall without additional cost to the Bank, shall offer either:

- 1) Replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or
- 2) Obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this assignment or subsequent Agreement and to meet the service levels; or

If the vender fail to provide the remedy prescribed in para 1 or 2 within specified period by the bank, in such case the vender shall refund to the Bank the amount paid for the infringing software / hardware and bear the incremental costs of procuring a functionally equivalent software / hardware or equipment from a third party selected by bank,

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

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

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

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

B.27 Authorised Signatory

The selected Bidder /s shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected Bidder /s shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements / contracts with the Bank. The Bidder /s shall furnish proof of signature identification for above purposes as required by the Bank.

B.28 Applicable Laws and Jurisdiction of court

The Contract with the selected Bidder /s shall be governed, construed and enforced in accordance with

the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Baroda (with the exclusion of all other Courts).

B.29 Dispute Resolution

In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder /s during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by the Bank and the award of the sole arbitrator shall be final and binding on the parties.

Arbitration will be carried out at Bank's office that placed the order. The provisions of Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceeding. The language of arbitration shall be English.

B.30 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

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

breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- ▶ 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. Or
- ▶ The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- ▶ Supply of substandard materials/ services ;
- ▶ Delay in delivery / installation / commissioning of services.
- ▶ If deductions of penalty exceeds more than 10% of the total contract price.

1.1.1.1

Bank may terminate this RFP or subsequent agreement on happening of following events:

- ▶ The vender 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 vender and such appointment continues for a period of twenty one (21) days;
- ▶ The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

The vender becomes the subject of a court order for its winding up.

1.1.1.2 Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any

particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing.

B.31 Term

The initial contract for the total security system will be for the period of five **years** from the date of signing of the contract / SLA, subject to yearly performance review for satisfactory performance of the Bidder. The tenure of contract can be extendable on same terms and conditions for 1 year at the banks sole discretion.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by Bank, the selected Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

- a) Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that maybe available to Bank under law or otherwise.
- b) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

B.32 Non Payment of bidder Charges / Fees

If any of the items / activities as mentioned in the Commercial bid is not taken up by the Bank during the course of this assignment, the Bank will not pay the bidder fees / charges quoted by the Bidder /s in the Commercial Bid against such item / activity.

B.33 Subcontracting

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

B.34 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the Successful Bidder /s shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder /s, premature termination of the contract, and / or legal action against the Bidder /s for breach of trust. Selected Bidder /s shall have to sign a legal non-disclosure agreement with the Bank within one month from the date of acceptance of Letter of Appointment / Purchase Order.

The Bidder /s (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and / or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder /s in the performance of the proposal and / or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The Successful Bidder /s, its employees /professional advisors and agents shall not, without prior written consent from the Bank, make use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract awarded. In case of breach, the Bank shall take such legal action as it may be advised. The Bidder /s have to maintain confidentiality even after completion / termination of the contract.

B.35 Limitation of Liability

The Successful bidder /s aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.

Bidder /s liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of the Successful bidder /s, its employees / professional advisors and Sub-contractors 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 Successful bidder /s as part of this Agreement.

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

Further, all employees/contractors/sub-contractors or professional advisors engaged by the successful bidder shall be in sole employment of the Successful bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. and under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Bidder.

B.36 Set-Off

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank from bidder /s against payments due and payable by Bank to bidder /s for the services rendered.

B.37 Vicarious Liability

Successful Bidder /s shall be the principal employer of the employees, agents, contractors, subcontractors, professional advisors etc., if any, engaged by Successful Bidder /s and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by Successful Bidder /s for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors professional advisors etc., of Successful Bidder /s shall be paid by Successful Bidder /s alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Successful Bidder /s employees, agents, contractors, subcontractors etc. Successful Bidder /s agrees to hold Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or be caused to Bank through the action of Successful Bidder /s employees, agents, contractors, subcontractors, professional advisors etc.

B.38 Corrupt and Fraudulent Practices

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

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

AND

“**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.

Bidders responding to this RFP need to sign the **PRE CONTRACT INTEGRITY PACT (IP)** as per attached **Annexure-9**.

B.39 Right to Reject Bids

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

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Bid Guarantee.
- It is not properly or duly signed by the authorized signatory.
- It is evasive or contains incorrect information.
- There is canvassing of any kind or any influence is brought upon.
- It is submitted anywhere other than the place mentioned in the RFP.

- Or for any other unseen reason/s which may not be in conformity and the Bank deem fit and desirable for rejection.

B.40 Related Parties

In the following circumstances Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

1. Bid submitted by holding company and its subsidiary
2. Bids submitted by one or more companies having common director/s
3. Bids submitted by one or more partnership firms / LLPs having common partners
4. Bids submitted by one or more companies in the same group of promoters / management
5. Any other bid in the sole discretion of the bank is in the nature of multiple bids.

B.40 Compliance with Laws

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing 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 RFP 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 with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the 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 selected Bidder.

The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

B. 41 Violation of terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder 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.

B. 42 Solicitation of Employees

The selected Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

B.43 Intellectual Property Rights

In order to perform the services, the successful bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep Bank of Baroda harmless and indemnify Bank of Baroda from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

B.44 Waiver

No failure or delay on the part of the Bank relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the successful bidder 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 document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to the Bank at law or in equity.

B.45 Notices and other Communication

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 sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

Section C: Bidder's Selection / Evaluation Process

Opening of Bids

Opening of Bids shall be strictly as per schedule under this RFP and no request for change in date shall be entertained. However, Bank reserves the right to change the date and time of the Schedule of RFP under unavoidable circumstances, if any, without assigning any reasons.

The envelope containing **Eligibility Proposal** will be opened first and would be evaluated for eligibility.

Technical Bid shall be evaluated, if the Bidder is found Qualified as per Eligibility Criteria as stipulated in this RFP document. A bidder to qualify for evaluation of Technical bid must mandatorily comply with ALL requirements under the Eligibility criteria. Non-compliance of even one condition will render the bid ineligible for further processing of the Technical bid.

The bid shall be cancelled at any stage if the Bank detects that information / facts is contrary /undisclosed to what has been submitted in the bid.

Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit will be done as detailed under in this document and bidders satisfying the stated criteria will qualify for opening of commercial bid.

Commercial Proposal shall be opened only for the technically qualified bidders.

Please note that the criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons. Bank also reserves the right to reject any / all proposal(s), as per the Bank's discretion, without providing any specific reasons.

All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.

Responses from Respondent will be evaluated based on under mentioned evaluation process.

Stage 1- Eligibility Evaluation

Eligibility Evaluation – Step 1 shall be to ascertain the eligibility of the Bidder /s for the project. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in **Annexure 2** – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof. During evaluation of the responses, the Bank, at its discretion, may ask the bidder for clarification in respect of its response. The request for clarification and the response shall be in writing, and no change in the substance of the response shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any response in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

The Eligibility proposal must contain all the documents as detailed in section B/ B.2 of this RFP.

Only those bidders, who fulfil the eligibility criteria, will be eligible for Technical evaluation.

Stage 2- Technical Evaluation

Technical Evaluation – Step 2 shall be to evaluate the technical aspects of the product, services etc. The evaluation of Functional and Technical capabilities of the bidders of this RFP shall be completed in this step. The technical proposals only shall be subjected for evaluation at this stage.

A bidder to qualify for ACCEPTANCE OF Technical bid must mandatorily comply with ALL mandatory requirements under the Technical specifications mentioned in **Annexure – 5** and Functional requirements. Non-compliance of even one condition of the specified Technical criteria shall lead to the disqualification of the bidder. The bid shall be cancelled at any stage if the Bank detects that information / facts is contrary /undisclosed to what has been submitted in the bid.

Various stages of technical evaluation are presented below:

1. Paper evaluation based on response
2. Demonstration of proposed Hardware, Software and Services – actual demonstration of tools(s) and not just PPT presentations
3. Site visits to bidder's locations where solution is already functional / implemented etc.
4. Oral presentations and clarifications given to Bank's evaluation team
5. Arriving at the final assessment on technical proposal

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. Bank reserves the right to waive any of the Technical / Functional specification if in the Bank's opinion it is found to be minor / deviation or acceptable deviation.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents shall be notified separately, if such exercise as part of the technical evaluation is resorted to. Bank may choose to visit site where offered model of TSS is currently operational / live. If the Bank chooses not to visit the site then the bidder shall arrange for a tele / video conference call with relevant resources of the Bank where the said solution is operational.

The bidder has to give a demonstration of their proposed solutions and existing live site at their cost. This will be a part of technical assessment to ensure compatibility with bank's systems/requirements.

Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit will be done as detailed under in this document. Only those bidders who qualify after technical evaluation will be eligible for opening of commercial bid.

Marks will be given after evaluation of the technical proposal based on presentation, documents, site visit.

Vendor	Technical Marks out of 100
A	85
B	75
C	90

Marks given in technical evaluation will be considered for final techno commercial calculation for final selection of the bidder. Cut off marks for technical eligibility will be 80.

As per the above table, vendor B will be disqualified and not considered for techno commercial evaluation.

Stage 3- Commercial Evaluation:

The commercial proposals of shortlisted bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete either for not providing quote for all required components or omitting to provide quote for a sub-component, it shall be presumed that the component(s) / sub-component shall be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete. If it is found at any stage (before or after selection) that there is a calculation (addition, subtraction, multiplication or division) mistake, then the final total price, notwithstanding the mistake, shall be considered as the offer price for evaluation. However, the price payable shall be the lower of the “**correct total**” and “**incorrect total**”.

Example A, if the price quoted is as under:

Component A: Rs. 1000/-
Component B: Rs. 0589/-
Component C: Rs. 2350/-
Total: Rs. 4939/-

In this example, Rs. 4939/- will be taken for evaluation. However, the price payable shall be Rs.3939/-.

Example B, if the price quoted is as under:

Component A: Rs. 1000/-
Component B: Rs. 0589/-
Component C: Rs. 2350/-
Total: Rs. 2939/-

In this example, the price taken for evaluation will be Rs. 2939/- and the price payable will also be Rs.2939/- only even if the total of components are Rs.3939/-.

Thus, Commercial bids shall be opened only for those bidders who comply with all the technical requirements detailed in the Technical and Functional specifications. The final selection of the Bidder /s shall be based on lowest commercial quote criteria.

Commercial proposal should give all the relevant price information. No information should be kept blank. Offer should be in strict conformity with the format as given in **Annexure – 6**.

1. The best and firm price should only be quoted (as per the format enclosed)
2. The bidder must quote in Indian Rupees ('INR') only. Bids in currencies other than INR would not be considered and bid will be rejected forthwith.
3. The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of tender document to the Bank.
4. The prices quoted should be exclusive of all Taxes, like GST and levies i.e. Octroi, Local Body Tax, Entry Tax etc. which shall be reimbursed/paid as per applicable rates or on producing original receipts. In case the Bidder is enjoying any Tax exemption for any particular component or components and if the tax exemption ceases during the tenure of contract, Bank shall not pay the exempted tax component which is levied due to cessation of exemption.
5. In case the Bidder is enjoying any Tax exemption for any particular component or components and if the tax exemption ceases during the tenure of contract, Bank shall not pay the exempted tax component which is levied due to cessation of exemption.
6. The prices offered shall be on a fixed price basis and should not be linked to variables like foreign exchange rate.
7. Any contradictory information, conditional pricing, exclusion of any item in TCO computation or error in

computation may lead to summary disqualification of the bid as per sole discretion of bank.

The prices quoted will also include

1. Installation of any software solution required by the bidder /s for TSS.
2. Field visit charge of any type.

Stage 4- Techno commercial -

Techno-commercial evaluation will be done to identify the successful bidder. Weightage for technical Proposal will be 70% and 30 % for commercial.

Final score will be calculated as per the formula given below-

$$\text{Final score} = (T_{\text{vendor}})*70+ (C_{\text{low}}/C_{\text{Vendor}})*0.30$$

T_{Vendor} – It represent the technical score of the bidder, who is being evaluated.

C_{low} - It represent the minimum commercial quoted among the bidders

C_{Vendor} - It represent the commercial quoted by the bidder, who is being evaluated.

Bidder, who is found successful in techno-commercial, will be selected and contract for Supply and Implementation of terminal security solution will be awarded.

Thus, prices should be quoted excluding all taxes and charges / costs associated with all areas / items / services required for smooth operation / functioning of the solution.

Section D: Existing infrastructure

D.1 Background

Bank of Baroda is one of the largest Public Sector Banks in India and has international operations in 24 other countries. In India, the Bank consists of a branch network of more than 5300+ branches. Bank of Baroda is known as India's International Bank and has a reputation of being at the forefront in the usage of cutting edge technologies. While Bank has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail of various alternate channels of delivery. Currently Bank is having 9500+ automated machines including ATMs, Cash Recyclers, MFK, AOK and other machines.

D.2 Existing Infrastructure

Bank has already installed around 9000+ networked ATMs (Diebold Models IX, D450, D429 and D429S, NCR Models SS42 and SS22E & Wincore) and Cash Recyclers (CRs) (Hitachi Models HT-2845-V and HT-2845-SR7500) connected to Base24 Switch. All **ATMs / CRs** are connected either through Leased Line or VSAT.

Bank has installed ATMs/Cash Recyclers in on-site/off-site cabins, Express lobbies, E-Lobbies as well as in the lobbies of the branches. Bank has introduced E-lobby concept having 5 machines i.e. ATM, CR, SSPBP, MFK and DSS. These machines are accessible to the customers on 24x7 basis. At present Bank have 340+ E-lobbies. These lobbies are on-site as well as off-site.

Bank has also introduced Mini / Express E-lobby concept having 3 machines i.e. ATM, CR and SSPBP. These machines are accessible to the customers on 24x7 basis. At present Bank have 650+ such lobbies.

Bank desires to outsource all **Machines for TSS** to the successful Bidders / Respondents under this RFP who will take over the Terminal Security Services of the currently deployed **Machines**. In addition to the existing Machines, any new Machines to be deployed by the Bank during the currency of the agreement arrived at pursuant to this RFP may also be covered at the discretion of the Bank, as per detailed scope of work given in this RFP and finally agreed upon with the finally selected service provider /s.

Section E1: Scope of Work

1. Scope of Work

- 1.1. The scope of work for the Bidder would include technical architecture, infrastructure requirements design, sizing, supply, configuration, customization, integration, testing, user acceptance, advisory services, documentation, training, warranty support and post warranty maintenance support, for all the solution components including software/hardware/database/licenses/tools required for the fulfillment of the scope.
- 1.2. The Terminal Security Solution (TSS) will cover security solution for ATMs and Cash Recyclers or any other kiosk. The TSS shall be compatible to work on windows7, windows X, embedded windows or any future OS released by the OEMs. Bidder shall be responsible for installation of TSS at all the current 9000+ ATMs/cash recyclers spread over pan India and for additional order during contract period if any." Installation roll out of TSS shall be undertaken by respective TSS vendor. Necessary Tie up with the MSP and OEM has to be done by the bidder for Testing, end to end installation of the proposed solution, go live, day to day operation support during the currency of the contract. Bank will not enter into any separate tie up with OEM/MSP for testing/ implementation/go live/day to day operations support for this proposed solution during the currency of the contract.
- 1.3. The Terminal Security Solution (TSS) will cover security solution for ATMs and Cash Recyclers or any other kiosk. The TSS shall be compatible to work on windows7, windows X, embedded windows or any future OS released by the OEMs. Bidder shall be responsible for installation of TSS at all the current 9000+ ATMs/cash recyclers spread over pan India and for additional order during contract period if any." Installation roll out shall be undertaken by respective OEMs. Necessary Tie up with the MSP and OEM has to be done by the bidder for Testing, end to end installation of the proposed solution, go live, day to day operation support during the currency of the contract. Bank will not enter into any separate tie up with OEM/MSP for testing/ implementation/go live/day to day operations support for this proposed solution during the currency of the contract.
- 1.4. In case the existing ATMs/Cash Recyclers / any other kiosk are replaced and new ATMs/CRMs/any other kiosk installed by bank as per Bank's Policies after the one time Project Implementation of TSS, Bidder has to install the TSS in the replaced / installed ATMs/Cash Recyclers/ any other kiosk without any additional cost to the Bank at OEMs site or OEM's warehouse, for this activity, necessary tie up with OEM / MSP to be done by the bidder only. However, bidder has to coordinate the activity for successful installation.
- 1.5. The Bidder is expected to comply with the Technical & Functional Specifications given as per Annexure 5.
- 1.6. The Bidder's responsibility will also include designing, sizing, procuring developing, testing, implementation, training and maintenance of the TERMINAL SECURITY SOLUTION required as

part of this RFP that includes all Software Development Life Cycle activities (SDLC) including customization, parameterization and implementation of application software, training, etc.

- 1.7. Additionally, the Bidder will be responsible for
 - 1.7.1. The end to end Implementation of the Terminal Security Solution including integration with various systems to meet the requirement of security solution for ATMs/Cash Recyclers.
 - 1.7.2. Facilities management services at the DC and DR
 - 1.7.3. Hand-over successfully either to the bank or any vendor appointed by the bank at the end of the agreed upon contract period.
 - 1.7.4. Setting up an IT Service desk.
 - 1.7.5. Hand-over and integrate with managed service vendor/OEM for central server management.
- 1.8. The services offered as part of the warranty and post-warranty support must be in conformance with the specifications supplied in the Technical Specification. During this period, the Bidder will be responsible for the patch application / bug fixing / replacement / support of all software supplied under this tender without any additional cost to the Bank
- 1.9. Bidder is required to provide recommendations on policy, processes, frameworks and bench marking against best practices. The Bidder shall be responsible for carrying out all the required activities including day to day operational activities to achieve the scope mentioned in RFP during the contract period. The Bidder will coordinate with our MS vendors/OEM for the successful execution of the project. Necessary Tie up with the MSP and OEM has to be done by the bidder for end to end installation, go live, day to day operation support during the currency of the contract.
- 1.10. The solution should have integration capabilities with the Cash Dispenser/ATMs/Cash Recycler/Kiosks irrespective of all OEMs/Windows OS. The bidder should ensure that the Terminal Security Solution does not have a performance impact on transaction processing and other security measures like EMV , ASD etc in Cash Dispenser/ATMs/Cash Recyclers/Kiosks.
- 1.11. The proposed solution should conform to all regulatory, statutory, legal acts and rules more particularly Cyber Security and IT examination Cell (CSITE), RBI Advisory No. 3/2017 dated 06.03.2017 & cir.no.RBI/2017-18/206 DBS(CO).CSITE/BC.5/31.01.015/2017-18 dated 21/6/2018 and any other advisory / guidelines received from RBI/NPCI/CERT-IN or any regulatory solution security requirements from time to time related to terminal security solution during the currency of the contract.
 - 1.11.1. The solution to have easy integration with ATMs/cash recyclers and with managed service vendor for central server management.
 - 1.11.2. Overall scope must ensure full coverage monitoring & integration with managed service vendor for central server management.
- 1.12. The solution should be capable provide method to generate reports to the authorized end-users including standard system reports, user defined reports, report distribution, report

administration, and report development capabilities. The system should be capable of generating various MIS reports/Dashboards as per the requirement of the bank from time to time. System should be able to provide role based access. Access of this portal to be provided to MSP.

- 1.13. Further system should be able to generate user specific customized reports. The feed from central system shall be given to Bank Security Operation Centre (SOC)/CISO/IT security Department as per industry standard formats such as syslog. .
- 1.14. Audit logs should be available for all user activities.
 - 1.14.1. All individual user accesses to cardholder data
 - 1.14.2. All action taken by any individual with root or administrative privileges
 - 1.14.3. Access to all audit trails
 - 1.14.4. Invalid logical access attempts
 - 1.14.5. Use of and changes to identification and authentication mechanisms- including but not limited to creation of new accounts and elevation of privileges- and all changes, addition or deletion to account with root or administrative privileges
 - 1.14.6. Initilisation , stopping or pausing of audit trails
 - 1.14.7. Creation and deletion of system level objects.
 - 1.14.8. Each of the above mentioned type of log must record below mentioned details -
 - 1.14.8.1. User identification
 - 1.14.8.2. Type of event
 - 1.14.8.3. Data and time
 - 1.14.8.4. Success or failure indication
 - 1.14.8.5. Origination of event
- 1.15. Application tuning such as application load balancing should be available and the application should have high through put and low latency response.
- 1.16. Solution should comply with all RBI/NPCI/CERT-IN and any regulatory requirement stipulated guidelines issued from time to time without any additional cost to the Bank.
- 1.17. The Successful bidder must ensure that Hard Disk is encrypted and terminal security solution is implemented properly to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. The bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security/Security Operation Centre (SOC)/CISO team. In case of any deviation / vulnerability, bidder to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time. If any loss to the bank due to not following the mentioned items then the bidder undertakes to pay the amount of loss occurred to bank along with penalty, if any levied, within 7 days of incident happened or bill raised by bank whichever is earlier.
- 1.18. The bidder will configure and functional testing and customize Terminal Security Solution provided by them, Intrusion Protection, Access protection and Hard Disk Encryption (Network access configuration, ATM user success configuration, Sensitive data protected and all the data encrypted

- 1.18.1. It is required to implement file integrity monitoring solution to monitor all log files, critical application files and operating systems files as well. For all platforms such as windows, identify all the critical application & OS files and add them to be monitored for integrity under the FIM.
- 1.18.2. Following are few examples of critical OS file paths
 - 1.18.2.1. C:\\Windows\\System32
 - 1.18.2.2. /bin
 - 1.18.2.3. /user/bin
- 1.19. The bidder must ensure that all USB / unused ports to be Blocked.
- 1.20. The bidder will configure and functional testing and customize Terminal Security Solution provided by them, Intrusion Protection, Access protection and Hard Disk Encryption (Network access configuration, ATM user success configuration, Sensitive data protected and all the data encrypted)
- 1.21. TSS application should have VAPT certificate/Core Review Certificate from CISA Certified auditor.
- 1.22. The bidder will also do the functional testing ATM to verify all the applications working normally. The testing include:
 - 1.22.1. Customer's transactions are working properly.
 - 1.22.2. Operator functions are working properly.
- 1.23. The bidder will complete the user acceptance testing with our technology team/business team/security team to ensure existing functionalities are not affected and ATM application and security aspects to ensure configured security is working by terminal security solution, which includes customer's transactions & SOP and user access.
- 1.24. Solution Architecture: Suitable Architecture for Terminal Security has to be proposed factoring all source systems, authentication techniques (existing and to be proposed).
 - 1.24.1. The Solution shall be implemented at DC and DR Site.
 - 1.24.2. There shall be automatic Service/component level fail over without any data loss.
 - 1.24.3. The Solution shall be Web Based.
 - 1.24.4. All Components shall be latest version available in the market and all latest patches shall be applied before UAT and movement to production.
The Solution should also include an UAT environment.
 - 1.24.5. The RTO & RPO between DC & DR shall be less than 15 Minutes and 1(one) hour respectively.

- 1.24.6. The Solution should be vertically and horizontally scalable.
 - 1.24.7. The Solution must demonstrate BCP capability periodically as per Bank's Policy.
 - 1.24.8. The Solution shall include application/database/server hardware/any other hardware/Rack etc. As applicable.
 - 1.24.9. The Hardware shall be sized to ensure that RAM & CPU Utilization shall not exceed more than 70% at any given point of time during the contract period. In case of violation, the hardware shall be upgraded by the bidder to meet the same without any additional cost to the Bank during the currency of the agreement.
 - 1.24.10. Hardware supply decision will be taken by the bank, bank may provide the hardware or may ask bidder to supply the hardware.
 - 1.24.11. In case space allocation is taking time in DC/DR for server installation, bank may ask bidder to install the server at their premise.
 - 1.24.12. Bank has option to provide the server hardware, which will be managed by successful Bidder for complete contract period.
- 1.25. Hardware: The bidder has to design, size, supply, implement and maintain the required hardware, software, middleware (if any), Database etc for the Terminal Security Solution as defined in the scope of the overall solution and all the related application based on their implementation experience.
- 1.25.1. The bidder is expected to deploy server hardware for DC and DR separately and size, supply, install & maintain the storage required for the Terminal Security solution at DC & DR. The bidder is expected to quote the cost of hardware in the TCO as per the format asked in the bill of material. The bank will consider quoted value for the TCO.
 - 1.25.2. The hardware technology proposed for the Terminal Security Solution should be the enterprise class, best of the breed, latest, tested and stable release of OEM and based on the latest platform enabling technology supporting the complete Terminal Security Solution.
 - 1.25.3. The production hardware must be enterprise class with adequate vertical and horizontal scalability. There must be adequate CPUs and memory available to accommodate the sizing and growth aspirations of the Bank during the contract period.
 - 1.25.4. The Bidder is responsible to arrive at the sizing independently. The Bank is not responsible for any assumption made by the Bidder for not meeting the performance/service levels as desired in the document, the Bidder will at their cost

- carry out the necessary upgrades / replacements. The Bank will not pay any additional amount during the period of the contract.
- 1.25.5. The recommended hardware should have high reliability, fault tolerance, redundancy and high availability having no single point of failure in the hardware (NSPOF).
 - 1.25.6. Bidder is required to provide the detailed configuration of the proposed Hardware (Training, Test & Development, Production and DR server) environments.
 - 1.25.7. The system should be configured in Active- Passive mode. The entire system should be configured in such a way that there should not be any single point of failure. Bidder has to propose all the hardware peripherals and quote for software required accordingly.
 - 1.25.8. The Bidder will have to size the DR site which must be capable of handling 100% of the storage load of DC production. The Servers-CPU, memory and other components can be sized at 100% of the DC. The DR will be used during periodic DR Drills and when primary is not available.
 - 1.25.9. There should be three separate Training, Test and Development environments. A development, test and Training servers must be configured in the Terminal Security Solution, which should be a separate server/node/resource. The additional configuration towards this usage should be clearly indicated.
 - 1.25.10. The test & development servers should be sized to 20% capacity of the respective production servers while the Training servers should be sized to 10% capacity of the respective production servers.
 - 1.25.11. UAT Environment will be used as Pre-Production environment by the bank and it should be sized as 20% of the production server.
 - 1.25.12. The test & development environment should be identical to the production environment with respect to hardware and software (not limited to database, appliance & data model). This is to avoid any issues during the go live stage of each phase.
 - 1.25.13. All servers are required to have a minimum of dual 1000 Mbps Ethernet network interface cards (NIC) or a better equivalent installed on the board itself or on different slots. Each NIC will be cabled from a different module on the switch using gigabit speed cabling.
 - 1.25.14. Application, Database and Web servers should be both vertically and horizontally scalable and must be capable of incremental expansion to meet the growth requirements of the Bank as defined above. The key server hardware proposed must be enterprise wide class in their respective category.
 - 1.25.15. The specified servers must be current/ recent in the OEM's product line and must be fully supported by the OEM for the duration of the project and for the warranty and post warranty.

- 1.25.16. The Bidder is required to provide the configuration details of the server system. Each node should run separate instance of operating system.
- 1.25.17. Any changes required in the configuration to be done by the bidder without any cost to the Bank.
- 1.25.18. Antivirus should be updated time to time. Wherever OEM has installed the Antivirus/firewall , OEM will share the antivirus update/firewall policy update has to be done centrally by the successful bidders. Wherever updates cannot be pushed due to bandwidth constraint, same will be done during PM activity by MSP or Bidder has to provide undertaking that Antivirus is not required with their solution, their solution can provide the complete security.
- 1.25.19. All events to be reported on as and when basis and proper ATR to be submitted.
- 1.25.20. OS patches to be updated on regular basis.
- 1.25.21. Compliance certificate to be submitted on quarterly basis for terminal security solution as per RBI/NPCI/CERT-IN or any other regulatory guidelines.
- 1.25.22. Bidder has to submit Hardware & OS details as per Annexure-D. The required Oracle DB licenses or SQL shall be provided by Bank. However the installation, fine tuning etc is within the scope of this RFP. Bank will only provide license for Oracle and SQL.
- 1.26. License Requirement and Capacity Planning
 - 1.26.1. The licenses should be enterprise and perpetual licenses.
 - 1.26.2. Any additional channel/product introduced by the bank within the contract period should be covered in Terminal Security Solution. The bank will not be liable to pay additional cost for any such scenarios. The bidder is expected to integrate such channels/products to the Terminal Security Solution at no additional cost to the Bank
 - 1.26.3. The Software Licensing cost would only be applicable for production servers both DC and DR unless the licensing policy is otherwise. In such, the TCO shall include the cost of licenses for the DR set up as well. However, other software installations for internal purposes like Testing, Development and Training should be at no additional cost to the Bank.
 - 1.26.4. These licenses should be made available within a month of issuance of Purchase Order.

- 1.26.5. The Bidder is required to provide detailed information as how their solution addresses capacity issues. As the terminal volume grows and more terminals is added, ability of the solution to handle the ongoing load must be monitored. Capacity planning means continuously determining the capability of the hardware and software to support additional ATMs/CRs up to 15000 including Bank's subsidiary and RRB.
- 1.26.6. The Bank will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against the Bank for any license related issues, the Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the Bidder.
- 1.26.7. Further if the Bidder has missed out providing any licenses to the Bank, then the Bank will not bear any additional amount for procurement of such licenses at a later date.
- 1.26.8. Bidder is required to consider the ATS of the Solution and related application software for the period of contract from day one. The Bidder is required to provide perpetual license in nature for all modules of the TSS solution.
- 1.27. Training
- 1.27.1. The Bidder should provide training to bank's personnel and managed service vendor appointed by bank including the architecture, hardware, software, integration, and customization, policy installation, troubleshooting reporting and other aspects of the solution. Training should be given on all technical/ functional/ operational area relating to solution proposed.
- 1.27.2. The trainings are to be arranged in bank premises and periodicity should be ongoing basis as & when required by the Bank for initial 6 months of implementation and thereafter once in quarter during whole contract period. The entire costs of training are to be borne by the bidder.
- 1.27.3. The Bidder will be responsible for training the Bank's employees managed service vendor appointed by bank in the areas of implementation, operations, management, error handling, system administration etc. The Training should at least cover but not limited to the following Areas:
- Functionality available in the solution
 - Customization development
 - Parameterization
 - Impact analysis
 - Auditing techniques
 - Trouble shooting techniques

- Deployment of various products / packages as part of the solution
- Techniques of rule writing
- Using of all the auditing tools being provided
- Developing new audit reports / tools using the proposed solution
- Training on the operating systems, database systems, TSS system and network systems to be used by the proposed solution
- Training for report writer facility to create new reports and modify existing reports
- Log analysis and monitoring
- Incidence analysis and reporting
- Backup administration guide

- 1.27.4. The Bank & managed service vendor appointed by bank will be responsible for identifying the appropriate personnel for all the training requirements.
- 1.27.5. The Bidder will be responsible for providing the users with the requisite training material in both hard and soft copies for the core team/implementation training, technical training, and end user training and train the trainers. The onus of preparing the training material will be on the Bidder.
- 1.27.6. The Bidder should provide training to personnel identified by Bank on functional and technical of Terminal Security Solution.
- 1.27.7. Training should include training aids such as hard copies and softcopies of the manuals, etc.

1.28. Facility Management and Support

- 1.28.1. This section describes, but does not limit, the services required by the Bank for the Solution proposed as part of this RFP at the Data Centre, Disaster Recovery Site, Head Offices etc. The Bank intends that the contract which is contemplated herein with the Bidder shall cover all deliverables and services required to be procured or provided by the Bidder during such period of contract. The Bidder needs to consider and envisage all services that would be required in the maintenance of the facilities.
- 1.28.2. The Bidder is expected to develop a methodology for conducting the FM for Bank based on the requirements. The personnel being deployed by the Bidder for FM at the Bank should be having relevant experience.
- 1.28.3. The Facilities Management services would at least include
- 1.28.3.1. The scope for the on-site dedicated engineers will include configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, back-ups, application and data maintenance etc.

- 1.28.3.2. Providing Bank with daily hardware utilization reports and alerting Bank in case of any performance issues or hardware upgrade requirements
 - 1.28.3.3. Routing the transactions through the backup system in case the primary system fails
 - 1.28.3.4. Switching to the DR site in case of system failure
 - 1.28.3.5. Handling of alerts and fraud cases
 - 1.28.3.6. Performance Monitoring /Fine Tuning
 - 1.28.3.7. System/Application Administration
 - 1.28.3.8. Fixing any vulnerability
 - 1.28.3.9. Software Distribution
 - 1.28.3.10. Software License Management
 - 1.28.3.11. Software maintenance
 - 1.28.3.12. Updates/Upgrades/New releases/New versions
 - 1.28.3.13. Database Administration activities for Database
 - 1.28.3.14. Hardware Configuration Management
 - 1.28.3.15. Server Management , Planning and Operations
 - 1.28.3.16. Backup & Restore
 - 1.28.3.17. Provide IT Helpdesk
 - 1.28.3.18. The Bidder will be solely responsible for providing and maintaining all services as mentioned above for all third party support applications quoted by the Bidder as a part of their proposal.
- 1.29. The above activities should be taken care as part of onsite support for 24x7. The team should comprise 3 persons including one team lead. Team lead should be available at BOB DC during the working hours of the bank and the remaining two persons should be available at BOB DC to support the above activities in shifts.

Note: Further Bank shall have the full discretion to avail any of the services enlisted in the scope of work. Bank, at its sole discretion, at any point of time, may avail or discontinue any of the services or increase / decrease the numbers of the sites during the period of contract by giving 1 month prior intimation to the bidder/s. In another words, Bank will not be obliged to accept all the works from the bidders at all the sites.

E.2 PAYMENT TERMS

No advance payment will be made. Payment shall be made on half yearly basis of the bills raised by the approved bidder/service provider, after verification of uptime report submitted and deducting the penalties if any. Payment shall become due from the date of operationalizing of the terminal security solution on ATM/Cash Recycler. Payment will be made after deducting TDS as per Income tax Rules and any other Govt. dues/taxes which may be levied in future. Bidder/Service Provider should submit the bills within 7 days at the end of the half year along with the uptime report. The payment shall be cleared within 30 working days of submission of the consolidated bills.

E.2.1 Project Implementation:

- 1.1. Within Thirty (30) days of the receipt of Purchase Order from Bank, the successful Bidder shall furnish the performance security in the form of Bank Guarantee, issued by a Scheduled Bank in India other than Bank of Baroda, for 10% (ten percent) of the base contract value, valid for 66 months covering Warranty &AMC period as per Annexure 11.

- 1.2. Failure of the Selected Bidder to comply with the requirement of executing Contract and submitting Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 1.3. The bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 1.4. The scope of work is divided in different areas and the payment would be linked to delivery by the successful Bidder and acceptance by the Bank of each area as explained as follows:

Deliverables	% OF PAYMENT	STAGES (On completion of the activities)
Hardware	30%	Delivery and on submission of invoice with seal and signature of the bank official receiving the hardware.
	20%	On Installation and acceptance of the Hardware along with letter by bank for confirming the installation and acceptance.
	10%	After complete installation of TSS solution on 20 % of total ATM Network work allotted
	10%	After complete installation of TSS solution on 20 % of remaining total ATM Network work allotted
	10%	After complete installation of TSS solution on 20 % of remaining total ATM Network work allotted
	10%	After complete installation of TSS solution on 20 % of remaining total ATM Network work allotted
	10%	After complete installation of TSS solution on 20 % of remaining total ATM Network work allotted
Terminal Security Solution including Operating Systems and	40%	On delivery of licenses and on submission of invoice with seal and signature of the bank official

other peripheral software at DC & DR	40%	On successful installation and Commissioning of the respective software.
	20%	Acceptance & sign-off of the same by the bank.
Implementation cost	20%	On Terminal Security solution Sign off by the bank
	20%	Parameterization
	20%	UAT
	10%	Go-live
	10%	Installation of TSS in 50% of total ATM network allotted
	20%	Installation of TSS in remaining 50% of total ATM network allotted
Installation Charges for ATMs/CRMs	100%	On submission of invoice with seal and signature of the bank official confirming that installation of the TSS. **
On-Site Support	100%	Will be paid quarterly in arrears

** In case the existing ATMs/Cash Recyclers are replaced by new ATMs/Cash Recyclers as per Bank Policies after the One time Project Implementation of TSS, Bidder has to install the TSS in the newly replaced ATMs/Cash Recyclers without any additional cost to the Bank.

E.3 PENALTY CLAUSES

Penalties will be levied as per the terms described as under -

- 1.1 Penalty for not maintaining of Uptime of 98.00% will be Rs.5,000/- for every 0.05% deviation subject to a maximum of 20% of contract value will be levied. Beyond this, Bank shall have the option of cancelling the orders and / or invoking Bank Guarantee, with a thirty days' notice, unless delay is due to Bank's dependency or reasons beyond control of both Bidder/Bank.
- 1.2 Penalty for non-implementation of the TSS beyond five months from the date of issuance of PO will be Rs. 500/- per machine per day and for future deployment of Terminal Security solution, bidder has to ensure that solution is installed within 7 days from the date of PO else penalty of Rs. 500/- per day will be applicable due to the bidder dependency. Maximum penalty will be 10% of the contract value this is over and above the penalty mentioned in point no. 1.1 mentioned above.
- 1.3 Penalty for non-reporting of events-

penalty for non-reporting of events will be Rs. 5000/- per day if event is not reported in 30 Minutes.

In case of invoking of the Performance Bank Guarantee, the vendor would be Black listed for appearing in any future RFP process of the Bank and the data would also be shared with the IBA and RBI.

E 4 Penalty for Losses/breaches

- 1.1. This shall be in addition to the liquidated damages for not meeting SLA which is defined separately.
- 1.2. Penalties will be levied @ ₹ 50,000/- per instance for any loss bank has suffered due to frauds taken place during the down time or non-availability or non- functionality of TSS and if Entire Terminal System (ATMs/Cash Recyclers) is down because of TSS. In addition to this, vendor's liability will be limited to 10% of total contract value on per annum basis i.e each year liability is limited to 10% of the contract value.
- 1.3. For repeat failure, higher penalty e.g. invocation of PBG, blacklisting etc. will be charged depending upon the severity of the fraud / delay in rectification of the problem at the discretion of the Bank.
- 1.4. Penalty is not applicable for reasons attributable to the Bank and Force Majeure. However, the onus of proof lies with the bidder.

E.5. TRAINING

CMS reporting and generation of reports are part of this contract. Training as may be required, shall be provided to the staff of the bank, at no extra cost at various locations of the Bank.

E6. DELIVERY PERIOD:

The Terminal Security Solution must be implemented as per the following time schedule:

S No.	Task	Duration
1.	Delivery of Hardware & Software Licenses for the proposed solution	Complete installation to be completed within five months from the date of issuance of purchase order.
2.	Architecture & Design	
3.	Complete Installation of the proposed solution at DC & DR	
4.	System Integration Testing & User Acceptance Testing of the proposed solution	
5.	Installation at ATMs/Cash Recyclers	

Covering Letter
(Letter to the Bank on the Bidder's letterhead)

To,
The General Manager
Bank of Baroda
Digital Banking Department
1st Floor, Baroda Bhavan
RC Dutt Road, Alkapuri
Vadodara- 390007

Date:

Dear Sir,

Re: Covering letter/Compliance Certificate for RFP No. BCC/DB/ATMM/111.....Dated.....

With reference to your RFP No. BCC/DB/ATMM/111.....Dated....., we, having examined the RFP document and understood its contents, hereby submit our Application for the aforesaid project. The Application is unconditional and unqualified.

1. All information provided in the Application and in the attached documents is true and correct and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for RFP for **Supply, installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers**.
3. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. We acknowledge the right of the Bank to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. We declare that:
 - (a) We have examined and have no reservations to the RFP document, including any Addendum issued by the Bank.
 - (b) We do not have any conflict of interest in accordance with Clauses B.40 of the RFP document; and
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act, 1988" and that using any type of influence shall be a disqualification for participating in the bidding process.
7. We understand that Bank may cancel the Bidding Process at any time and that the Bank is neither bound to accept any Application nor to invite the Applicants to Bid for this RFP, without incurring any liability to the Applicants.
8. We hereby declare that we have not been barred / black-listed by any Regulatory / Statutory Authority and we have the necessary powers and all statutory approvals required, permissions, licenses and certificates to be appointed as a service provider and the same are still valid and subsisting.

9. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
10. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Bank of the same immediately.
11. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection / Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
12. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Seal & Signature of the competent Authority:

Name:

Designation:

Date:

Eligibility Criteria

The eligibility criteria have been set keeping in mind the requirements of the Bank for supply, delivery and services covering the length and breadth of the country. Since the support and services offered by the Bidder will have a direct bearing on the reputation of the Bank, Bidders need to have a proven track record, minimum installed base, sufficient means and net worth. Only those vendors who fulfil the following criteria are eligible to respond to the RFP. Offers received from vendors not fulfilling all or any of the following eligibility criteria will be summarily rejected.

The bidder should be registered as a company in India as per Company Act 1956 & 2013 & operating for 3 years as on the date of RFP. The MOA/AOA should have the provision of conducting the line of business sought in the RFP.

The bidder should be the Sole proprietor of the Security Solution incorporated in India or their authorized representative in India and operating for 3 years as on date of RFP. Either the OEM or their authorized representative in India can directly bid in the tender but both of them cannot bid for the same terminal security solution. An authorized representative should furnish authorization letter as per Annexure-K from OEM of terminal security solution to the effect that in case authorized representative is not able to perform obligations as per contract during contract period, the OEM of terminal security solution would provide the same.

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected -

Sr. No.	Criteria	Compliance (Yes / No)	Documents to be submitted	Details of proof submitted
1	Bidder should be a registered company in India under Company Act 1956/ 2013 and Should have been in the Business of Terminal security in India for at least 3 years as on 28.02.2019 (Business of terminal security means that the bidder should have experience of providing the security services like whitelisting, USB protection, Auto run functionality, time based admin etc. for ATMs/ CRs/Kiosk) and should have generated profit during last three years. Should have a positive		Copy of the Certificate of Incorporation Certificate of Commencement of Business. Audited Financial Statements (Balance Sheet & Profit & Loss statement) for the FY 2015-16 and FY 2016-17 and FY 2017-18 along with complete auditor's certificate / qualifications. Certificates from the CA specifying that turnover.	

	net worth in each of the Financial Year ending 31-03-2016 and 31-03-2017 and 31-03-2018. Should have annual turnover of minimum 50.00 Crore in each of the Financial Year ending 31-03-2016 and 31-03-2017 and 31-03-2018.			
2	The applicant should have implemented or under implementation of Terminal Security for a minimum of 250 ATM/CR Machines of at least 1 reputed PSU/Private sector Banks/Co-op Bank/small finance bank, with minimum 500 ATMs implementation of the TSS solution in India as on 28-02-2019 . (The Bank reserves the right to inspect such installations while evaluating the Eligibility cum Technical Bid and in case of any negative feedback from the clients, Bank reserves the right to disqualify the vendor).		Letter from these reputed Public sector Banks (clients) confirming successful implementation of Terminal Security System with them, as on 28-02-2019 to be submitted with following details - Name of the client - Number of sites - Location of Central Server - Person who can be referred to from Clients' side, with Name, Designation, Postal Address, Phone and Fax numbers, E-Mail Ids, etc., (Attach copies of purchase orders and satisfactory completion certificate signed by minimum Assistant General Manager/Deputy General Manager level of the Bank).	
3	Bidder/OEM should provide all India toll free contact numbers and email ids for logging complaints and submit the escalation matrix chart for logging of service calls. A list of at least 50 service/support centers to cover our 75 regional offices is submitted as a part of tender document.		List of Service centre to be submitted.	
4	Bidder should not have been black listed at any time by the Central /any of the State Governments in India or PSBs or any Financial Institutions in India in previous five years as on 28 th Feb 2019.		An undertaking to this effect must be submitted on Companies' letterhead.	
5	The bidder / OEM should not have their Directors convicted of any criminal offence related to their professional conduct or making false		An undertaking to this effect must be submitted on Companies' letterhead.	

	statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.			
6	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ OEMs /Suppliers / Contractors observe the highest standard of ethics during the procurement, execution and continuation of such contracts in pursuance of this policy. Further, all bidders to submit and "PRE CONTRACT INTEGRITY PACT" as per Annexure 9 on non judicial stamp paper of requisite value.		"PRE CONTRACT INTEGRITY PACT" as per Annexure 9 on non-judicial stamp paper of Rs. 200/-	
7	Bidder should have Tested and implemented Terminal Security Solution in any two terminal mentioned below - i. NCR ATMs ii. Diebold ATMs iii. Wincore ATMs iv. Hitachi Cash Recyclers		Certificate from Bank for confirmation.	
8.	Bidder should not classified as a loan defaulter of any Bank		Certificate from existing Bankers to be submitted.	

Note: Bidders must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidders independently & to call for any further document/documents from the bidders subsequent to the submission of the bids to verify/evaluate the claims made by the bidders.

We confirm having complied with all the prescribed eligibility criteria of the RFP

SIGNATURE
(Name & Designation)
(Seal of the firm)

Annexure-3
Company Profile

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S. No	Item	Details	Document Submitted (Please mention section and page number and highlight the key attribute)
1	Name of bidder Company		
2	Constitution of the Company		
3	Company Registration Number, Sales Tax Number and PAN Number		
4	Date of incorporation/commencement of Business		
5	Certificate of incorporation		
5	Income Tax Number /		
6	Complete mailing address of the Registered office / Corporate office with Telephone and Fax numbers		
7	Name, designation, contact number and E-mail Address of the person authorized to make commitments to the Bank		
8	Whether any of the family members of Directors / Majority share holder / Authorized signatory working with the Bank	If yes, please provide details.	
9	Brief Description about the business profile, client profile and after sales service facilities extended by the Company		
10	Reference numbers of the contact persons in the Organisations, where project executed and are functional		
11	Copies of Income Tax Returns filed during last 3 years.		

Place:

Date:

Seal & Signature of the bidder

MANUFACTURER'S AUTHORIZATION LETTER

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

To,

Dear Sirs,

Ref: RFP for Total Security System RFP Reference No. _____ Date: _____

We _____, who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at (address of factory/ facility), do hereby authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

1. Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and
2. In the event of termination of production of such Products:
 - a. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - b. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

Yours faithfully,

(Signature)
(Name of Authorized signatory)
(Designation)
(Name and address of the manufacturer)
(Company Seal)

TECHNICAL BID CRITERIA

Functional/ Technical Requirements Compliance Table

S.No	Functional/Technical Requirements	Compliance yes/No	Remarks
A. General Features			
1	The solution should support Windows 7 and any future OS released by the OEMs		
2	Solution should work in multi vendor environment		
3	The solutions should support both Domain and non-Domain based User - User Group policies.		
4	The solution should support a client based (standalone) instance (without server).Agent policy should work even when the computer is not connected to the Corporate Network		
5	The solutions should protect itself against manipulation - attacks		
6	The ability to password protect the client to prevent uninstallation or change of settings.		
7	The solution should be designed to run specifically for self-service terminal		
B. Central Management			
1	The solutions should be managed from a central point of management on real time basis		
2	The solution should support event logging .Ensure real-time monitoring of security relevant hardware- and software events. it is required to collect all the audit trails at a central location and review them on a daily basis.		
3	Solution should support multiple Physical/Logical Hard drives		

4	The solutions should support remote installation via software distribution tool		
5	The solutions should also support local installations		
C. Access Management			
1	The solution should allow for the remote user management		
2	The solution should support One Time expiring passwords (Dynamic Admin password)		
3	The solution should support online and offline password management		
4	The solution shall be managed from a central point of management and should work with any standard ATM agent monitoring solution.		
5	The Solution should support various map and dashboard views with filtering capabilities for instant access to security status of terminals/devices. Like OS hardening status, Dynamic admin password status, solution installation status etc.		
6	The solution should support - Deploy and update Security Policies and configurations as given by the OEM/MSP and other agencies from time to time.		
7	The solution should provide SMS and E-mail alerts for significant / critical events/changes.		
8	The solution shall not have performance impact of the existing ATM and the peripheral devices e.g. Switch, CD, Bunch Note Acceptor, Cash Recyclers.		
9	The solution shall allow remote management of user credentials according to strong password and industry requirements or Bank's IT security or audit dept.		

10	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights.		
11	The solution should provide additional hardening capability to the operating system, irrespective of the OEM(which is based on ATM industry best practices). Basic Hardening + additional Hardening as per the security advisories received from time to time .		
12	The solution should support -Detailed Event and Log information available along with hardware information for a complete picture of a device's actual status.		
13	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.		
14	The solution shall be able to set Windows Admin/other User Password Centrally.		
15	The solution should support security at ATMs for required time interval or no. of reboots for maintenance work which require the field engineer to have administrator rights. But at no time should an admin password needs to be shared with engineer. The right should be granted based on token system(this should work when the ATM is not connected to the bank's ATM network)		
D. Disk Encryption		The solution should support Full hard disk encryption(FHDE)	
1	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system		

2	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt		
3	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose only using the relevant encryption key.		
4	The ATMs should still cater to customers while the hard disk is being encrypted (during installation)		
5	The solution shall support Encryption of all data (user files as well as system files) from an ATM's and Cash Recyclers hard disk.		
6	The solution shall protect data confidentiality when a system is out of operation.		
E. Hardening		The solution should provide additional hardening capability to the operating system, irrespective of the OEM	
1	The solution should be able to dynamically change the hardening policy of the OS on the ATM from time to time		
2	The solution should be able to block USB ports on the ATM through centralized Control		
3	OS Hardening solutions should support user (role based) access to the terminals based on tokens (no need to distributed user credentials)		
4	The solution should have a user Interface to be able to customize and manage the hardening policies		
5	The Operating System Hardening should be managed and administered centrally		
6	During policy distribution to the ATM's, the hardening policies should be protected against manipulation		

7	The hardening solution should also be extended to browsers and other software components running on self-service terminals e.g. personal firewalls, ip-address / port management .		
8	The solutions should protect against malware/Viruses being injected on to the machine and any other unauthorized Software installations. Via local means e.g. USB drive, CDROM, network etc.		
9	The solution should protect against the manipulation of executables e.g. .exe, .dll, .class etc. and scripts e.g. .js, .bat etc.		
10	The solution should protect against the unauthorized updating / changing of configuration - property files		
11	The solution should have firewall functionality		
12	The solution should be capable of identifying behavior anomalies within the ATM software		
13	The solution should issue alert / warning/ prevent once a threat has been identified		
14	The solution should block the unauthorized installation of software		
F. Intrusion Detection And Protection (anti malware/anti-virus)		The solution should have provision to block USB ports on the ATM	
1	The solution should be protected against being manipulated		
2	The solutions should protect against malware/Virus which may be injected locally or remotely on to the machine.		
3	The solution should protect against the manipulation of executables e.g. .exe, .dll, .class etc. and scripts e.g. .js, bat, .bat etc.		

4	The solution should protect against the unauthorized updating / changing of configuration - property files		
5	The solution should issue alert / warning once a threat has been identified		
6	The solution should block the unauthorized installed software		
7	The solution should have capability to allocate only required ATM resources to the White listed application. And during the running of the Whitelisted application should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked. Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.		
G. Other Requirements		Only permitted applications to be run in the Machines using Sandboxing concept or equivalent, thus effectively nullifying the need of any anti-virus solution.	
1.	To whitelist only the required applications to be Run in the ATMs.		
2.	Access to external devices should be centrally controlled		
3.	All files to be protected from damages		
4.	Doesn't allow any registry level changes		
5.	Detect and Block Unused Services and Applications		
6.	Disabling Auto play Options which allows software to run from removable media		
7.	NPCI/RBI and Industry regulation and audit compliance to be followed from time to time.		
8.	Investigate and report suspicious activities like deviating or non-consistent transaction or event patterns which are caused by unauthorized system usage.		

9.	Terminal Security Delivers end-to-end protection from all side network and local attacks		
10.	Protection/detection policies to monitor files, settings, events and logs, and report anomalous behaviour through Centralized Dashboard.		
11.	Mechanism to validate and allow ATM Engineers to perform Maintenance Activities.		
12.	All the updates/ releases in the solution during the contract period to be provided to the bank without any additional cost.		
13.	24 x 7 support to be made available from the Technical Assistance Center (TAC)		
14.	Auto Run facility should be disabled.		
15.	Access should be time based admin access and dynamic password.		
16.	Presentation on product		
17.	Any other USP & enhanced security of the product		

(Non compliances of any of the line items will summarily disqualifying the bidder)

Yours faithfully,

SIGNATURE

(Name & Designation, seal of the firm)

(Any bid not fulfilling any of the eligibility cum technical criteria under **MANDATORY REQUIREMENTS** or even having said “**Yes**” in the bid document but found “**No**” on the ground during actual evaluation would be summarily rejected).

Technical Evaluation

S.No	Functional/Technical Requirements	Compliance yes/No	Remarks
A. General Features			
1	The solution should support Windows 7 and any future OS released by the OEMs	2	
2	Solution should work in multi vendor environment	1	
3	The solutions should support both Domain and non-Domain based User - User Group policies.	1	
4	The solution should support a client based (standalone) instance (without server).Agent policy should work even when the computer is not connected to the Corporate Network	2	
5	The solutions should protect itself against manipulation - attacks	2	
6	The ability to password protect the client to prevent uninstallation or change of settings.	2	
7	The solution should be designed to run specifically for self-service terminal	1	
B. Central Management			
1	The solutions should be managed from a central point of management on real time basis	1	
2	The solution should support event logging .Ensure real-time monitoring of security relevant hardware- and software events. it is required to collect all the audit trails at a central location and review them on a daily basis.	1	
3	Solution should support multiple Physical/Logical Hard drives	1	
4	The solutions should support remote installation via software distribution tool	1	

5	The solutions should also support local installations	1	
C. Access Management			
1	The solution should allow for the remote user management	1	
2	The solution should support One Time expiring passwords (Dynamic Admin password)	2	
3	The solution should support online and offline password management	2	
4	The solution shall be managed from a central point of management and should work with any standard ATM agent monitoring solution.	1	
5	The Solution should support various map and dashboard views with filtering capabilities for instant access to security status of terminals/devices. Like OS hardening status, Dynamic admin password status, solution installation status etc.	2	
6	The solution should support - Deploy and update Security Policies and configurations as given by the OEM/MSP and other agencies from time to time.	1	
7	The solution should provide SMS and E-mail alerts for significant / critical events/changes.	1	
8	The solution shall not have performance impact of the existing ATM and the peripheral devices e.g. Switch, CD, Bunch Note Acceptor, Cash Recyclers.	1	
9	The solution shall allow remote management of user credentials according to strong password and industry requirements or Bank's IT security or audit dept.	1	

10	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights.	1	
11	The solution should provide additional hardening capability to the operating system, irrespective of the OEM(which is based on ATM industry best practices). Basic Hardening + additional Hardening as per the security advisories received from time to time .	1	
12	The solution should support -Detailed Event and Log information available along with hardware information for a complete picture of a device's actual status.	1	
13	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.	1	
14	The solution shall be able to set Windows Admin/other User Password Centrally.	1	
15	The solution should support security at ATMs for required time interval or no. of reboots for maintenance work which require the field engineer to have administrator rights. But at no time should an admin password needs to be shared with engineer. The right should be granted based on token system(this should work when the ATM is not connected to the bank's ATM network)	1	
D. Disk Encryption		The solution should support Full hard disk encryption(FHDE)	
1	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system	1	

2	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt	1	
3	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose only using the relevant encryption key.	1	
4	The ATMs should still cater to customers while the hard disk is being encrypted (during installation)	1	
5	The solution shall support Encryption of all data (user files as well as system files) from an ATM's and Cash Recyclers hard disk.	1	
6	The solution shall protect data confidentiality when a system is out of operation.	1	
E. Hardening		The solution should provide additional hardening capability to the operating system, irrespective of the OEM	
1	The solution should be able to dynamically change the hardening policy of the OS on the ATM from time to time	1	
2	The solution should be able to block USB ports on the ATM through centralized Control	1	
3	OS Hardening solutions should support user (role based) access to the terminals based on tokens (no need to distributed user credentials)	2	
4	The solution should have a user Interface to be able to customize and manage the hardening policies	1	
5	The Operating System Hardening should be managed and administered centrally	2	
6	During policy distribution to the ATM's, the hardening policies should be protected against manipulation	1	

7	The hardening solution should also be extended to browsers and other software components running on self-service terminals e.g. personal firewalls, ip-address / port management .	1	
8	The solutions should protect against malware/Viruses being injected on to the machine and any other unauthorised Software installations. Via local means e.g. USB drive, CDROM, network etc.	2	
9	The solution should protect against the manipulation of executables e.g. .exe, .dll, .class etc. and scripts e.g. .js, .bat etc.	2	
10	The solution should protect against the unauthorized updating / changing of configuration - property files	1	
11	The solution should have firewall functionality	1	
12	The solution should be capable of identifying behavior anomalies within the ATM software	2	
13	The solution should issue alert / warning/ prevent once a threat has been identified	1	
14	The solution should block the unauthorized installation of software	1	
F. Intrusion Detection And Protection (anti malware/anti-virus)		The solution should have provision to block USB ports on the ATM	
1	The solution should be protected against being manipulated	2	
2	The solutions should protect against malware/Virus which may be injected locally or remotely on to the machine.	2	
3	The solution should protect against the manipulation of executables e.g. .exe, .dll, .class etc. and scripts e.g. .js, bat, .bat etc.	2	

4	The solution should protect against the unauthorized updating / changing of configuration - property files	2	
5	The solution should issue alert / warning once a threat has been identified	1	
6	The solution should block the unauthorized installed software	1	
7	The solution should have capability to allocate only required ATM resources to the White listed application. And during the running of the Whitelisted application should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked. Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.	2	
G. Other Requirements		Only permitted applications to be run in the Machines using Sandboxing concept or equivalent, thus effectively nullifying the need of any anti-virus solution.	
1.	To whitelist only the required applications to be Run in the ATMs.	1	
2.	Access to external devices should be centrally controlled	1	
3.	All files to be protected from damages	1	
4.	Doesn't allow any registry level changes	2	
5.	Detect and Block Unused Services and Applications	1	
6.	Disabling Auto play Options which allows software to run from removable media	1	
7.	NPCI/RBI and Industry regulation and audit compliance to be followed from time to time.	4	
8.	Investigate and report suspicious activities like deviating or non-consistent transaction or event patterns which are caused by unauthorized system usage.	1	

9.	Terminal Security Delivers end-to-end protection from all side network and local attacks	1	
10.	Protection/detection policies to monitor files, settings, events and logs, and report anomalous behaviour through Centralized Dashboard.	1	
11.	Mechanism to validate and allow ATM Engineers to perform Maintenance Activities.	1	
12.	All the updates/ releases in the solution during the contract period to be provided to the bank without any additional cost.	1	
13.	24 x 7 support to be made available from the Technical Assistance Center (TAC)	1	
14.	Auto Run facility should be disabled.	1	
15.	Access should be time based admin access and dynamic password.	1	
16.	Presentation on product	5	
17.	Any other USP & enhanced security of the product	5	
Total		100	

Commercial Bid

The commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification –

“Commercial bid for Supply, Installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers”.

Please note that:

- 1. For purpose of arriving at L1, weightage is being assumed for various line items, Bank is not under obligation to cover these numbers of machines. L1 will be declared solely based on Total Cost quoted by the bidder.**
- 2. TCO will be considered for arriving at the final score of the bidder using techno commercial calculation as given in bidder selection/ evaluation process.**
3. The prices quoted should be exclusive of all Taxes, Like Service tax, CST, GST, VAT and levies i.e. Octroi, Local Body Tax, Entry Tax etc. which shall be reimbursed/paid as per applicable rates or on producing original receipts. In case the Bidder is enjoying any Tax exemption for any particular component or components and if the tax exemption ceases during the tenure of contract, Bank shall not pay the exempted tax component which is levied due to cessation of exemption.
4. In case of any discrepancy, unit prices quoted in words will be considered.
5. The Bank would be at liberty to take any of the service or combination of services or all the services at any particular site, however, basis of calculation for arriving at L1 would be a composite cost of all components for 4500 sites.

Implementation of Terminal Security with Two years AMC after free warranty period of Three Year

Commercial Bid

Sl. No	Item Description	Per unit cost per quantity	Qty.	Amount
		A	B	C=AxB
1	One time hardware cost for central server to be installed at DC and DR in equal capacity with warranty period of 5 years. Hardware shall be provision for UAT & development at primary site (Data Centre) only and not for DR.		1 time	
2	One time License for Central Security Solution for ATM & CASH RECLYCLER and other peripheral software for DC(Data Centre) & Dr(Disaster Recovery) site in equal capacity with warranty period of 3 years. Software shall be provision for UAT & development at Primary site (Data Centre) only and not for DR. (If the licensing policy of the OEM does not require a separate license for the DR setup, the quantity be read as one).		1 time	
3	Client License for ATM & CASH RECLYCLER Security Solution and other peripheral software with warranty period of 3 years*		9000	
4	Cost of central server implementation		one time	
5	Field roll out/engineer visit charge for post-production support up to the tenure of the contract.		9000	

6	Total On-Site Support charges for 3 persons during the contract Period for covering 24x7 support. Per month (refer E1- 1.28)		60	
7	Cost, if the Servers are installed at Vendor's location for DC and DR, per year		5	
		Sub Total (A)		
AMC Charges				
1	AMC Charges for SI No 2) 4 th and 5 th year (per year)		2	
2	AMC Charges for SI No 3) 4 th and 5 th year (per year)		2	
		Sub Total (B)		
		Total Cost of Ownership (TCO) Grand Total (A+B)		

*Bank will pay the client license cost for the active machines only.

Total Price in words:

1. The Price should be quoted as per Indicative Commercial offer and Price Composition mentioned in this RFP.
2. Rates should be inclusive of supply, installation, Maintenance charges including duties, levies, taxes if any but exclusive of GST.
3. The rates as mentioned above will be applicable for the period of five years from the date of SLA.
4. In case of discrepancy in TCO, unit prices multiplied by quantity will be considered for competition of TCO.
5. The quantities mentioned are indicative and bank will place order based on the requirement and vendor has to execute on the finalized rate.
6. The requirement mentioned above is for the TCO calculation, however Payment will be made on actual number on prorata basis and payment of client at ATMs/CRMs/Kiosks will be made on installations of TSS in those ATMs/CRMs/Kiosks of client installed.

SIGNATURE

(Name & Designation, seal of the firm)

Conformity with Hardcopy Letter

(To be given by the Bidder participating in the RFP on their official letter heads)

The General Manager
(Digital Banking)
Bank of Baroda
Digital Banking Department
1st Floor, Baroda Bhavan
RC Dutt road, Alkapuri
Vadodara- 390007

Sir,

Sub: RFP Supply, Installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original response documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Phone #
E-mail

Conformity Letter

**The General Manager
(Digital Banking)**
Bank of Baroda
Digital Banking Department
1st Floor, Baroda Bhavan
RC Dutt road, Alkapuri
Vadodara- 390007

Sir,

Sub: RFP for Supply, Installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers. Further to our proposal dated in response to the Request for Proposal (Bank's response No. hereinafter referred to as "**RFP**") issued by Bank of Baroda ("**Bank**") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Phone #
E-mail

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its Head Office at Baroda Bhavan, RC Dutt Road, Alkapuri, Baroda, and its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Mr. / Mrs. _____, Chief Executive Officer / Authorized Representative (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **Supply, Installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers** and the BIDDER / Seller is willing to offer / has offered the said services and

WHEREAS the BIDDER is a Private Company / Public Company / Government Undertaking / Partnership / LLP / LLC / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the

- contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
 - 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.4 BIDDERS shall disclose the name and address of Agents and Representatives and Indian BIDDERS shall disclose their foreign Principals or Associates.
- 2.5 BIDDERS shall disclose the payments to be made by them to Agents / Brokers or any other intermediary, in connection with this bid / contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer // service provider / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, Agents, Brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be is closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

1. Earnest Money (Security Deposit)

- 4.1 While submitting Commercial Bid, which will be submitted pursuant to this RFP process, the BIDDER shall deposit an amount of Rs. 50,00,000/- (Rupees Fifty Lakh only) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments -
 - i) A confirmed Bank Guarantee by a Scheduled Commercial Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 4.2 The Earnest Money / Security Deposit shall be valid up to a period of twelve months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 5.1.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4 To recover all sums already paid by the BUYER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other services, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- 5.1.5 To encash the Advance Bank Guarantee and Performance Bank Guarantee / Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 5.1.7 To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or Agent or Broker with a view to securing the contract.
- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.10 Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(5.1.1 to 5.1.10) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied / is not supplying similar product / services or sub-services in similar quantity during last one year from the date of issuance of this RFP, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU or PSB or any other company and if it is found at any stage that similar product / services or sub-services was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or PSB or any other company at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

- 7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Shirish Balakrishna Agarkar (email id: agarkar.bob1@gmail.com)
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

The actions stipulated in this **INTEGRITY PACT** are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

The validity of this **INTEGRITY PACT** shall be from date of its signing and extend up to six years or the complete execution of the contract to the satisfaction of both, BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this **INTEGRITY PACT** shall expire after six months from the date of the signing of the contract.

10.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer:

Department:

Witness

1. _____

2. _____

BIDDER

Chief Executive Officer / Authorized Representative Designation:

Witness

1. _____

2. _____

Format for Bid Guarantee

**The General Manager
(Digital Banking)**

Bank of Baroda
Digital Banking Department
1st Floor, Baroda Bhavan
RC Dutt road, Alkapuri
Vadodara- 390007

1. M/s _____, having its Registered Office at _____(herein after referred as 'Bidder') has inter-alia agreed to furnish a Bank Guarantee from a Scheduled Bank for Rs.50,00,000/- (Rupees Fifty Lakh only) as security for compliance with the Bidder's obligation in accordance with stipulation of RFP No HO/DB/ATMM/111 dated _____ issued by Bank of Baroda.
2. On request of the Bidder we _____(hereinafter called the issuing bank) do hereby undertake to pay to you an amount not exceeding Rs.50,00,000/- (Rupees Fifty Lakh only) against any non-compliance with conditions contained in the RFP.
3. We _____ (the issuing bank) __undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by you by reasons of any breach by the said Bidder of any of the terms or conditions contained in the RFP by reason of the Bidder's failure to perform the terms thereof. Any such demand on us during the currency shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 50,00,000/- (Rupees Fifty Lakh only)
4. Any notice by way of demand or otherwise hereunder may be sent by Courier, or Registered Post to our local address of the issuing Bank and if sent accordingly, it should be received and duly and acknowledged by the Bank on or before the expiry date of the guarantee.
5. We _____ (the issuing bank) __further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till satisfactory compliance of the terms and conditions thereof by the Bidder or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee or till expiry date whichever is earlier.
6. This bank guarantee shall remain in operation from the date of issue and we shall not revoke this guarantee during the currency except with your previous consent in writing. You may enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws of India.
7. We _____ (the issuing bank) __further agree with you, that you shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to any of the power exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance, act or omission on your part or any indulgence by you to the said Bidder.
8. The bank guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or as the case may be of the Bidder.
9. The bank guarantee shall not be affected by any change in our constitution or of the Bidder nor

shall it be affected by any change in your constitution or by any amalgamation or absorption but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamating company or concern till expiry date.

10. We have the power to issue this bank guarantee in your favour and the undersigned has full power to execute this bank guarantee under the power of attorney dated _____ issued by _____.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. 50,00,000/- (Rupees Fifty Lakh Lac only)
- ii) This Bank Guarantee shall be valid up to ___; and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

Performance Bank Guarantee

**The General Manager
(Digital Banking)**

Bank of Baroda
Digital Banking Department
1st Floor, Baroda Bhavan
RC Dutt road, Alkapuri
Vadodara- 390007

WHEREAS M/S _____(Vendor Name)., a Company registered under the Indian Companies Act, 1956 and having its Registered Office at _____ (Vendor address) (hereinafter referred to as "Vendor Name") was awarded a contract by Bank of Baroda (Bank) vide their Purchase Order no. BCC/DB/ATMM/109/_____ dated _____ (hereinafter referred to as "PO") for "**Supply, Installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers**".

AND WHEREAS, in terms of the conditions as stipulated in the **Agreement**, _____ (Vendor Name) is required to furnish a Performance Bank Guarantee in your favour for **Rs. _____ (Rs. _____ Only)** towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and AGREEMENT document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS (Vendor Name) has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of _____(Vendor Name), WE -----(Bank Name)-----, a company incorporated under the Companies Act, 1956 and carrying on the business of Banking under the Banking Regulations Act, 1949 and having its registered office at ----- and branch office at ----- have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (Bank Name) furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We (Bank Name) do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of **Rs. _____ (Rs. _____ 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 (Vendor Name) of any of the terms and conditions contained in the PO and Agreement and in the event of (Vendor Name) committing default or defaults in carrying out any of the work or discharging any obligation under the PO or Agreement document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of **Rs. _____ (Rs. _____ Only)** as may be claimed by you on account of

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

11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and (Vendor Name) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and (Vendor Name) shall have no claim against us for making such payment.

Notwithstanding anything contained herein above;

13. Our liability under this bank guarantee shall not exceed **Rs.**_____ **(Rs. Only);**
14. This bank guarantee shall be valid up to (_____); and
15. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only, if a written claim or demand served on us on or before (_____);and
16. Thereafter, we shall stand discharged from all our liability under this guarantee and all your rights under this guarantee shall stand extinguished, irrespective of the fact whether the guarantee in original is returned back to us or not.
17. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

Dated this the _____ day of _____, 20_____

Certificate of satisfactory performance

To

The Dy. General Manager
Digital Banking Department
1st Floor, Baroda Bhavan
RC Dutt road, Alkapuri
Vadodara- 390007

Dear Sirs,

Ref: Bank's RFP for Supply, Installation and Maintenance of Terminal Security Solution for ATMs & Cash Recyclers."

This is to certify that _____ (name of the Bidder) has installed Terminal Security system for (No. of sites) _____ Sites in our Bank.

The performance of the Terminal Security Solution system is satisfactory and there are no adverse observations as regards to the performance or features of the Total Security Solution system and services.

SIGNATURE

(Name & Designation (AGM/DGM or equivalent), seal of the Bank)

XXXXXXXXXXXXXXXXXX END OF DOCUMENT XXXXXXXXXXXXXXXXXXXX