



**Request for Proposal  
for  
Supply , Personalization and Delivery of RFID Tags for  
NETC project**

**Bank of Baroda  
Digital Banking Department  
7<sup>th</sup> Floor, Baroda Sun Tower  
C-34, G-Block, Bandra Kurla Complex  
Bandra (East), Mumbai - 400051  
RFP Reference Number: BCC/DB/109/520  
Date : 21.07.2017**

**Important Dates**

Sr. No.	Particulars	Date and Time
1	RFP issuance date	<b>21.07.2017</b>
2	Last date of submission of any query /reporting any error	<b>27.07.2017 (5 PM)</b>
3	Pre-bid meeting date	<b>31.07.2017 (12 PM)</b>
4	Last date of submission of BIDs	<b>14.08.2017(3 PM)</b>
5	Date of opening of Eligibility cum Technical bid	<b>14.08.2017(3.30 PM)</b>
6	Oral presentations & product demo at Live working sites	<b>29.08.2017 to 31.08.2017</b>
7	Announcement of qualifiers and opening of commercial bid	<b>01.09.2017 (3 PM)</b>

*Note: The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website [www.bankofbaroda.com](http://www.bankofbaroda.com) under Tender Section for any changes / addendums to the above schedule and/or any other changes to this RFP. Bank would not be responsible for any delayed/lack of update directly to the bidder. Bidders to confirm with Bank the time and venue -1- day prior to any of the above event.*

**Clarification of terms/abbreviations:**

Following terms are used in the document interchangeably and they mean:

- a) Bank, BOB means 'Bank of Baroda'
- b) BCC means "Baroda Corporate Centre"
- c) BST means "Baroda Sun Tower"
- d) RFP means this "RFP Document" or "Request For Proposal document"
- e) RFID means "Radio Frequency Identification"
- f) NETC means "National Electronic Toll Collection"
- g) Recipient, Respondent, Bidder, Vendor, SI means the respondent to the RFP document
- h) Proposal, Bid, Offer means "Response to the RFP Document"

<b>EMD</b>	<b>Ernest Money Deposit</b>
<b>CBS</b>	<b>Core Banking Solution</b>
<b>OEM</b>	<b>Original Equipment Manufacturer of RFID Tags</b>
<b>SLA</b>	<b>Service Level Agreement</b>
<b>TCO</b>	<b>Total Cost of Ownership</b>
<b>LOI</b>	<b>Letter of Intent</b>
<b>VAT</b>	<b>Value Added Tax</b>
<b>MOU</b>	<b>Memorandum of Understanding</b>
<b>LD</b>	<b>Liquidated Damages</b>
<b>CMT</b>	<b>Central Monitoring tools</b>

<b>GST</b>	<b>Goods and services Tax</b>
<b>CST</b>	<b>Central Sales Tax</b>
<b>LST</b>	<b>Local Sales Tax</b>
<b>PBG</b>	<b>Performance Bank Guarantee</b>

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders 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*

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## Section 1: Introduction and Disclaimer

### 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 vendor for Supply, Personalization and Delivery of RFID Tags for NETC project.

Bank will use the Tag rates provided by the selected vendor to place order for future/additional requirements.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the solution. The provision of the solution is subject to observance of selection process and appropriate documentation being agreed between Bank and the successful bidder as identified by the Bank, after completion of the selection process as detailed in this document.

### 1.1. Information Provided

The RFP document contains statements derived from information believed to be 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 solutions. Neither the Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this RFP document.

### 1.2. Recipients

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.

### 1.3. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party without Bank's express written permission. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

### 1.4. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information 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, omission,

default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents, or advisers.

The Bank and its officers, employees, contractors, agents and advisers 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.

#### **1.5. Costs Borne by Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent.

#### **1.6. No Legal Relationship**

No binding legal relationship shall exist between any of the Respondents and the Bank until execution of a contract.

#### **1.7. Recipients' Obligation to Inform Itself**

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

#### **1.8. Evaluation of Offers**

Indicative evaluation process has been specified in Section 3 of this document. However, as a condition of responding, each Recipient acknowledges and accepts that the Bank in its absolute discretion may apply whatever selection criteria it deems appropriate in finalizing the vendor.

#### **1.9. 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 provided in Section 2.2 – Requests for Information.

#### **1.10. Acceptance of Terms**

Recipient shall, by responding to the Bank with a submission, be deemed to have accepted the terms of this document in totality without any condition whatsoever.

**Section 2 : Lodgment of RFP**

*One Set of bid documents (paper copies) containing Eligibility cum Technical compatibility and Commercial response (each of these being enclosed in separate sealed envelopes); one (1) electronic copy (Microsoft Office 2010/2013 on CD) and one (1) electronic copy (Adobe .pdf non-editable / password protected on CD)* must be supplied to the Bank in a sealed master envelope superscripted “**Proposal for Supply, Personalization and Delivery of RFID Tags for Bank of Baroda NETC project**”. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation and final selection. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its absolute discretion.

The document should be addressed and submitted to:

**The General Manager and Head (Digital Banking & Fintech Department)**

**Bank of Baroda**

**Baroda Sun Tower, 7<sup>th</sup> floor**

**C-34, G-Block, Bandra Kurla Complex**

**Bandra (East)**

**Mumbai - 400 051**

The sealed bid envelope should be delivered to **Mr. Anurag Awasthi, Chief Manager** / Ms. Kaushikee, Manager at the above address (Telephone– 022-66981575/66981572). Bids submitted anywhere else would be liable for rejection.

The bids shall be in two parts viz.

- (a) Eligibility cum Technical Proposal and
- (b) Commercial Proposal

Each proposal – Eligibility cum Technical Proposal and Commercial Proposal - shall be submitted in separate sealed envelopes super-scribing “**Eligibility cum Technical proposal for Supply, Personalization and Delivery of RFID Tags for Bank of Baroda NETC project**”, and “**Commercial proposal for Supply, Personalization and Delivery of RFID Tags for Bank of Baroda NETC project**” on top of the envelopes respectively. These separate sealed envelopes should be put together in a sealed master envelope super-scribing “**Proposal for Supply, Personalization and Delivery of RFID Tags for Bank of Baroda NETC project**”.

All copies of RFP documents and attachments (except product/component brochures) must be signed and stamped by the bidder. All pages of the documents must be numbered in “page no. / total no. of pages” format.

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 cum 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 in its absolute discretion may reject the Bids:

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. Bidder is not meeting eligibility or technical criterion specified in this RFP
9. Submitted bid through Post, Fax or email
10. Submitted more than one bid. In case bidder is submitting more than one bid all the bids submitted by the bidder shall be disqualified
11. Bidder not able to demonstrate the compliance of specification/quality requested in RFP.

### **2.1.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.

#### **2.1.1.Late RFP Submission Policy**

On-time submission of responses is strongly encouraged and recommended. Tender submissions after the deadline shall be documented by the Bank and may be considered and evaluated/rejected at the absolute discretion of the Bank. However, the Bank has no obligation to accept or act on any reason for late response.

The Bank has no liability to any respondent who lodges a late tender submission for any reason whatsoever.

### **2.2.Requests For Information / Clarification**

Respondents are required to direct their communication towards clarification/additional information, errors and omission related to this RFP to:

**The Manager (Digital Banking Department)**  
**Bank of Baroda**  
**Baroda Sun Tower, 7<sup>th</sup> floor**  
**C-34, G-Block, Bandra Kurla Complex**  
**Bandra (East)**

**MUMBAI - 400 051**

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	Reference from RFP Section (If From RFP)		Query / Issue
	Volume & Section Ref	Page No	
1			
2			

**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-2010/2013 work book format. The queries to be e-mailed to: [barodamclip@bankofbaroda.com](mailto:barodamclip@bankofbaroda.com) with the format enclosed as attachment.

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.

**2.3. Notification**

Bank shall notify respondents in writing (as soon as practicable) if the respondent's submission has been rejected. Bank is not obliged to provide any reasons for any such rejection. The final outcome of RFP shall be communicated after opening and necessary processing of commercial bids of short-listed bidders. No separate communication will be issued by the Bank.

**2.4 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. Bids 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.

### **Section 3: Evaluation process**

Evaluation process is a combination of eligibility cum technical assessment and commercial quote offered by the bidder. Eligibility cum technical proposal shall be opened and evaluated first.

#### **3.1. Eligibility details required**

Eligibility proposal must contain:

- a) Duly filled up **Annexure A – RFP Application**
- b) Covering letter certifying Compliance of Eligibility Criteria as specified in **Annexure B**
- c) Certificate from Bank as per **Annexure J**
- d) Manufacturer/Original Manufacturer Authorization Letter as per **Annexure K**
- e) Compliance of RFP terms and conditions -**Annexure E & H**
- f) List of client-wise / bank-wise number of RFID Tags supplied with support document like Purchase Order, Agreement.
- g) Supporting documents / certificates as mentioned in **Annexure D-1**
- h) Bid security / EMD in the form of Demand Draft / Bankers' Cheque in favor of Bank of Baroda drawn at Mumbai/ Bank Guarantee in favor of Bank of Baroda issued by a reputed scheduled commercial Bank in India (other than Bank of Baroda ) in the format enclosed (**Annexure I**) and valid for-3-months from the last date of submission of the commercial bid
- i) Bid price in the form of a Demand Draft/Pay Order/Bankers' Cheque issued by a scheduled commercial bank favoring Bank of Baroda, payable at Mumbai, in case the RFP document is not purchased from the Bank but downloaded from the website, then the Demand Draft / Pay Order/ Banker's Cheque shall have to be handed over separately. In case of non-payment of this fee, the offers shall not be opened /considered.
- j) Bidders responding to this RFP need to sign the Integrity Pact (IP) as per **Annexure L** which will be also signed by Banks representative.

**Non-compliance of even one condition mentioned in the eligibility criteria may render the bid ineligible.**

On completion of these requirements, technical compatibility is assessed for requisite technology and customer convenience as per bank's requirements.

#### **3.2. Technical details required**

The Technical Proposal (TP) should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the technical details in prescribed formats duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of technical details. The proposal must be submitted in an organized and structured manner and no brochures/leaflets etc. should be submitted in loose form.

The proposal should comprise of following:

- a) Information / documents required from bidder for Technical Evaluation” (**Annexure D-2**)
- b) Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. This should initially provide an overview of bidder’s organization and position with regards to Bank requirement for supply of RFID tags for bank’s branches/offices/. A summary of Bidder’s solution / Project plan that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experience of providing such solution. Information provided in the Executive Summary is to be presented in a clear and concise manner.
- c) Reference Bank details (**Annexure – F**)
- d) Commercial Bid Template (**Annexure –G**)
- e) Documentation (Tag design, specification, data sheet etc.) to provide complete information of the Tag offered to the bank and confirming specification mentioned in **Annexure-C**
- f) Supply of 10 RFID Tags along with the specification of the sample tags.
- g) Conformity of data provided in CD with hardcopy letter (the respondent should certify that the contents of CDs are same as that provided by way of hard copy)

Technical assessment shall broadly cover the following:

- a) Evaluation of paper based response/documents submitted to support the claim of bidder in regard of Technical and Functional Requirement.
- b) Ready availability of RFID Tags with 100% compliance to NPCI specifications.
- c) Bidders profile/experience in the related field to fulfill the Bank’s requirements.
- d) Technical and functional capabilities of the RFID tags.
- e) Security features of the RFID tags.
- f) Acceptance of laid down terms and conditions
- g) Proposed size and Profile of management team to be committed along with allocated time commitment
- h) Bank may choose to visit the factory to check printing capacity, support infrastructure etc. Bank may also choose to visit the Banks where bidder has previously supplied the RFID tags to check their quality and working. The bidder is required to bear the cost of travel and stay for the Bank team comprising of three to four members.
- i) Demo of Tag functionalities along parameters specified in ARAI and other parameters as claimed by the bidder.  
This is a mandatory requirement and any delay/deviation in demo of compatibility would result into summary disqualification of the bidder.
- j) Oral/PPT presentation made by the bidders.
- k) References provided/gathered by the bank about the RFID tags supplied and service rendered by the company.

The bidder has to give a demonstration of RFID tags at their cost. This will be a part of technical assessment to ensure compatibility with bank’s requirements.

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.

The, commercial bids shall be opened only for those bidders who secure a minimum of 70% score in the eligibility cum technical assessment.

In case only one participant bidder gets 70% or more score, then the next highest scoring bidder may also be selected for commercial evaluation at the sole discretion of the Bank. In case none of the participant bidders scores 70% score or more, the commercial bid of top 2 bidders on the basis of technical assessment may be opened at the sole discretion of the Bank.

### **3.3. Commercial Proposal:**

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 – G**.

- a) The best and firm price should only be quoted (as per the format enclosed)
- b) 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.
- c) 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.
- d) The price quoted by the bidder shall be inclusive of all taxes, levies, duties and cess (such as CST, LST, VAT, Excise, Customs duties etc excluding GST.), transportation to respective sites, and insurance for minimum 15 days from the date of delivery of RFID tags. However, the prices shall exclude local taxes like octroi, entry tax, LBT etc. which shall be payable on actual on producing receipts/proofs and Invoice.
- e) The prices offered shall be on a fixed price basis and should not be linked to variable like foreign exchange rate.
- f) 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.

Refusal/failure to commit supply of blank RFID tags as per terms of RFP shall result in disqualification of the vendor from this process as well as future procurements of Bank and also forfeiture of EMD.

TCO (Total Cost of ownership) shall be calculated on the basis of all the cash outflows, for the five years period, for bank as proposed by the bidder in **Annexure-G**.

The commercial proposals of short listed bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete either for not providing quote for all required services, it shall be presumed that the services 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.

Further, during scrutiny of the commercials, if it is observed at any time, that the quote for any line item is given exorbitantly high from the prevailing market rates by L1 bidder, the bank may ask the bidder to bring down the rates to fair market price level for that line item. If the L1 bidder does not agree to bring down the rates to fair market price level for that line item, the L1 bidder will be declared disqualified, and the L2

bidder will be considered as L1 bidder. The process of bringing exorbitantly high quoted price to fair market price will be repeated with next declared L1 bidder for same or any other item in their respective bid.

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 totaled 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:**

Service A: Rs. 400/-  
Service B: Rs. 599/-  
Service C: Rs. 2350/-  
Total: Rs. 4939/-

In this example, Rs. 4939/- shall be taken for evaluation. However, the price payable shall be Rs. 3349/-

**Example B, if the price quoted is as under:**

Service A: Rs. 400/-  
Service B: Rs. 599/-  
Service C: Rs. 2350/-  
Total: Rs. 2939/-

In this example, the price taken for evaluation shall be Rs. 2939/- Though the correct total is 3349, the price payable shall be Rs. 2939/- only.

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 normalization exercise as part of the assessment is resorted to.

**3.4. Erasures or Alterations**

Technical 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. Technical details must be completely filled up containing correct technical information of the product being offered. 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 to the bank.

**3.5. Offer Validity Period**

The offer shall remain valid for a period of at least 180 days from the last date for submission of tender document to the Bank.

The bidder may modify or withdraw its offer after submission, provided that written notice of the modification or withdrawal is received by Bank prior to the closing date and time prescribed for submission

of offers. No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers.

### 3.6. Bid Security, Cost of RFP, Performance Bank Guarantee

#### 3.6.1. Bid Security /Earnest Money Deposit(EMD)

**Bidder shall furnish, as part of its bid, a bid security/EMD for an amount of Rs 20,00,000/= (Rupees twenty Lacs Only),** in the form of DD/ Bankers' Cheque in favor of Bank of Baroda drawn at Mumbai or Bank Guarantee in favor of Bank of Baroda issued by a reputed scheduled commercial bank in India (other than Bank of Baroda ) in the format enclosed and valid for-3-months from the last date of submission of the Commercial bid. Bank Guarantee should be as per the format mentioned in **Annexure–J.**

- a) Bid security should be enclosed in original with the "Eligibility cum Technical Bid".
- b) The successful bidder's bid security shall be discharged upon the bidders signing the contract and furnishing the performance guarantee. Unsuccessful Bidder's bid security shall be returned as promptly as possible as but not later than 30 days after the declaration of the successful bidder. No interest shall be payable on bid security amount.

#### The bid security may be forfeited:

- a) If a bidder withdraws its bid during the period of bid validity; or
- b) In case of a successful bidder, if the bidder fails:
  - i. To sign the agreement within the stipulated time; or
  - ii. To achieve compatibility with the Bank's proposed NETC Issuance Application provider.
  - iii. To furnish performance guarantee within the stipulated time and valid till the end of contract period plus six months

Any Bid not accompanied with Tender document fees & EMD amount, as above excluding exemption under point (iv) above, will be rejected by the Bank, as nonresponsive.

#### 3.6.2. Cost of RFP

A complete set of bidding documents may be purchased by any of eligible bidders from our office (address given in section 2.2) upon payment of a non refundable fee of Rs. 20,000/- (Rupees twenty Thousand Only), in the form of a Demand Draft / Banker's Cheque in favor of Bank of Baroda payable at Mumbai. The RFP is available on Bank's website, [www.bankofbaroda.com](http://www.bankofbaroda.com) and can be downloaded. In case the bid document is downloaded from the website, the price of bid document shall have to be handed over separately in the form of a non-refundable Demand Draft / Banker's Cheque for Rs. 20,000/- in favour of Bank of Baroda payable at Mumbai at the time of submission of the bid as part of the eligibility bid.

#### 3.6.3. Performance Bank Guarantee

**Successful bidder has to furnish a Performance Bank Guarantee of 10% of the TCO value, issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour of Bank of Baroda. The Guarantee shall be valid for the entire period of contract and 6 months thereafter.**

In case of extension of contract, the successful vendor has to extend the Bank guarantee for the extended period (exceeding three months of the extended period) as per stipulation in the Service level Agreement.



In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/ liquidated damages and in the event of failure to perform the contract before supplying full or any part of the contracted number of RFID tags the bank may award the contract for the unsupplied number of tags to any one of the remaining suppliers in a ratio to be decided by the Bank in its absolute discretion.

### **3.7. General Terms and Conditions**

#### **3.7.1. Adherence to Terms and Conditions**

Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions mentioned 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.

#### **3.7.2. Execution of SLA/NDA**

The successful vendor shall execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-disclosure Agreement. The Vendor shall execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the vendor. A power of attorney to that effect shall be submitted by the successful bidders.

All the expenses such as stamp duty, registration fee if any, related to the execution of the agreement shall be borne by the successful bidder

#### **3.7.3. Other terms and conditions**

Bank of Baroda reserves the right to:

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technicalities.

#### **3.7.4. Substitution of Project Team Members**

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

During the assignment, the substitution of key staff identified for the assignment shall not be allowed



unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the vendor can do so only with 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 vendor 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 vendor to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

#### **3.7.5. Professionalism**

The vendor 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.

#### **3.7.6. Adherence to Standards**

The vendor should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities.

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.

#### **3.7.7. Expenses**

It may be noted that Bank shall not pay any amount /expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the services fees as per finally negotiated price.

#### **3.7.8. Penalty & Liquidated Damages (LD)**

Vendor is required to ensure compatibility with Bank's proposed Issuance application provider.

Non delivery of RFID tags to ordered locations within a period of 3 weeks from the lodging of request will liable for a penalty @ 2% of the order value inclusive of all taxes, duties, levies etc. excluding GST, per week or part thereof, subject to maximum of 10% of order value..

However, if there is delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of computing penalty. The Vendor shall have to produce document showing "Reasons for delay to commence / completion of work" from the representatives of Bank and to undertake to complete the work within next one week of confirmation of readiness by the Bank. This, however, does not preclude the Bank from invoking the Performance Guarantee, if warranted, as per the terms of this RFP.

If the selected Bidder fails to complete due performance of the contract in accordance to the terms and conditions agreed during the final contract negotiation, Bank reserves the right either to cancel the

contract or to accept performance already made by the selected bidder. In case of termination of contract the Bank reserves right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

Bank may recover such amount of penalty from any payment being released to the vendor / performance guarantee.

Both penalty and liquidated damages are independent of each other and are applicable separately and concurrently.

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

### **3.7.9. Indemnity**

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

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

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

- 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.

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

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, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

In the event of the vendor 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 project.

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

### **3.7.10. Dispute Resolution**

Bank of Baroda and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the sole arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at Mumbai.

### **3.7.11. Force Majeure**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty 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 a 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 Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder 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.

### **3.7.12.Termination**

Bank shall have the option to terminate this RFP and / 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. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

- Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- If the bidders fails to obtain the compatibility with Bank's proposed issuance application provider.
- If the Bank got more than 10 complaint in a month about the supply of substandard tags, delay in supply of tags or any other issues related to quality or timely supply of tags.
- If deductions on account of penalty exceeds more than 5% of the total contract price.
- 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.

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

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

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

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;

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

- The rights granted to Vendor shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavors to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

### **3.7.13. Confidentiality**

This document contains information confidential and proprietary to the Bank. Additionally, the vendors 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 vendors, premature termination of the contract, and / or legal action against the vendors for breach of trust.

Selected vendor shall have to sign a legal non-disclosure agreement with the Bank before starting the project.

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

### **3.7.14. Limitation of Liability**

- a) The vendor'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.
- b) Vendor's liability in case of claims against the bank resulting from Willful Misconduct or Gross Negligence of the vendor , its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality

obligations shall be unlimited.

- c) The bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the vendor as part of this Agreement.

In no event shall any Party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement.

### **3.7.15. Governing Law and Disputes**

The bid and the subsequent Contract with the selected bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Mumbai.

### **3.7.16. Limitation on promotion**

The vendor 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.

### **3.7.17. Authorized Signatory**

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

The selected bidder shall submit at the time of signing the contract, a certified copy of the 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 shall furnish proof of signature identification for above purposes as required by the Bank.

### **3.7.18. Non Payment of Professional Fees**

If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of this assignment, the Bank shall not pay the professional fees quoted by the vendor in the Price Bid against such activity/item.

### **3.7.19. Assignment**

Neither the contract nor any rights granted under the contract Shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, 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.

### **3.7.20. Audit**

Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Vendor. The Vendor should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by Vendor within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.



Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to Bank documents by one or more RBI officials or employees or other persons duly authorized by RBI.

#### **Section 4: Background, Eligibility Criteria, Scope of Work**

##### **4.1. Background**

Bank of Baroda is one of the largest Public Sector Bank in India with international operations in 25 other countries. In India, Bank has branch network of around 5,500 branches. While bank has a vast network of branches, Bank's operations are fully automated and customers of the Bank avail various alternate delivery channels. As part of automation and enhancing customer experience, Bank has decided to venture into NHAI project for National Electronic Toll Collection (NETC).

RFID tags are issued to customers and using this a vehicle is identified and toll fare is deducted for that particular vehicle. Bank proposes to procure RFID tags by the selected vendors to branches / point of sales of the bank.

Bank would require that the tag vendor provide tag personalization service in compatibility with process defined at issuance application level.

##### **4.2. Eligibility Criteria**

As per **Annexure "B"**

##### **Note:**

Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Attested true 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 bidder independently.

##### **4.3. Scope of work**

- a) The Bank is looking for a vendor who can supply RFID tags of required quality (as per the technical specification given in Annexure D). The requirement of number of tags may increase/decrease based on the demand from the branches or deployment of additional point of sales for tag issuance.
- b) Bank will use the tag rates provided by the successful bidder in response of RFP to place order for any future/additional requirement of the tag for the period of 5 years from the date of agreement.
- c) The Bank will also have an option to renegotiate the rate with the vendor from time to time depending on the prevailing market rates.
- d) If Bank feel that quality of the tag is degraded then Bank can ask for comparison with the sample of the tags supplied by the vendor to check any variance between the tag supplied and the specification approved. Vendor is required to bear the cost of such certification.
- e) The selected vendor is required to perform below mentioned activities:
  - (i) Manufacturing of tags

- (ii) Personalization of tags as per Bank’s branding guidelines and writing data provided by Bank
- (iii) Integration with Bank’s Issuance system to automate the process of data sharing for personalization of tags
- (iv) Delivery of tags to the specified locations

**4.4. Terms of execution of work**

- a) The selected vendor is required to provide the initial order of tags to banks from the acceptance of purchase order. Vendor is also required to obtain the certification with Bank’s Issuance application.
- b) The vendor shall deliver RFID tags after initial supply at the respective sites within two weeks from the date of receiving the order from the Bank, failing which Bank reserves right to levy liquidated damages.
- c) Non-Disclosure Agreement (NDA) and Service Level Agreements (SLAs) will have to be entered into with the Bank for timely delivery of RFID tags with zero defects. NDA and SLA has to be entered after issuing of LOI/Purchase Order.
- d) The vendor should obtain transit insurance cover for the RFID tags from their factory/ godown/ warehouse to the site.

In case of States having Road Permit /entry tax, the vendor will have to liaison with local tax authorities and bank’s branch officials at each of the locations to obtain necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the vendor.

**4.5. Locations to be covered**

- a) Vendors should note that RFID tags will be required to supply PAN India on various branches/point of sale offices as per requirements of business and the Vendor shall supply the tags as per the terms of this RFP.
- b) The list of branches/ point of sale offices PAN India for supply of tags will be given to successful vendor as per Bank’s requirement. The Bank reserves the right to change locations by giving prior notice.

**4.6. Training**

Vendor is required to provide user/administrative training at selected locations PAN India in respect of tag inventory management and complaint portal, without any extra cost to Bank.

**4.7. Payment Terms, Support Services & Miscellaneous Terms/Requirements**

The terms of payment shall be as follows:

- a) No advance payment would be done against purchase order. Income Tax (TDS) & Work Contract (WCT) etc. will be deducted at source as per the prevailing Tax Rules.
- a) Local taxes like octroi/entry tax, GST etc., if any, shall be reimbursed only on production of original receipt issued by the respective authorities. The vendor should pay such amounts and claim reimbursement, while claiming the amount due. The claim without original receipt is liable to be



rejected.

- b) If any penalty is imposed for non-payment of octroi/local taxes etc. shall be borne by the vendor.
- c) If the work is not found to be of good quality or the tags supplied by the vendor is damaged, not as per specification, then the bank will have the right to make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.
- d) Bank will not give any assurance for payment of any non-conforming product supplied by vendor. The total lot or part of the defective lot will be rejected without paying any compensation. The printer/vendor cannot claim for the nonconformance/rejected/non specification/duplicate unique number tags supply to the Bank. No indemnity/assurance on payment will be given and vendor may stand to forfeit Performance Bank Guarantee according to gravity of the situation.
- e) The Bank will not be responsible for any dispute arising between courier / Transport and or any other agency which is being deployed by the printer.

#### **4.8. Manuals and documentation**

The vendor shall provide copies in hard and soft copy of complete technical documentation, design, specification etc. for the tags supplied. All the manuals shall be in English and the documentations should be clearly indicative of machines supplied.

#### **4.9. Pre-delivery factory inspection**

Bank shall carry out pre-delivery inspection of tags at the vendor's factory or point of dispatch.

#### **4.10. Right to Alter Quantities**

Bank reserves the right to alter quantity and will be free to either reduce or increase the quantity, at its sole discretion on the same terms and conditions. The vendor must execute the same without any demur

**Annexure–A - RFP Application**

(Letter to the bank on the bidder’s letterhead)

**Date:**

**The General Manager and Head  
 Digital Banking & Fintech Department,  
 Bank of Baroda,  
 Baroda Sun Tower, 7<sup>th</sup> floor  
 C-34, G-Block, Bandra Kurla Complex  
 Bandra (East), Mumbai - 400 051**

Dear Sir,

**RE.: Bank’s RFP for Supply and Personalization of RFID Tags for NETC project**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the Supply and Personalization of RFID tags as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter		Response
Year of commencement for RFID tag (NETC project compliant) business		Original Certificate from User/s Bank/s to be enclosed
Year	Turnover	Audited Balance Sheet for F.Y. 2013-14, 2014-15, 2015-16 to be submitted.
2013-14		
2014-15		
2015-16		
Name of the Directors/Partners/Key Persons of the company		
No. of RFID tags to Commercial Bank in India as on 30.06.2017 by bidder or Original Manufacturer		Original Certificate from User/s Bank/s to be enclosed. In case the tags are supplied to Bank through the authorized representative then bidder is required to provide original certificate issued by User/s Bank/s to the authorized representative and the proof confirming relationship between bidder and the OEM (like agreement, Purchase Order along with the invoice and payment details).

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the last date for submission of tender document to the Bank.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Demand Draft/Bank Guarantee for \_\_\_\_\_ favoring Bank of Baroda and payable at Mumbai, towards bid security, details of the same is as under:

- No. :
- Date :
- Name of Issuing Bank:

Yours faithfully,  
(Name & Designation, seal of the firm)



**Annexure-B - Compliance of Eligibility Criteria**

We confirm having complied with all the prescribed eligibility criteria of the RFP and confirm as under:

Eligibility Criteria	Compliance (Yes/No)	Documents Required	Details of proof submitted
The bidder must be either the Original Manufacturer of RFID tag or its authorized representative in India. In case of an authorized representative an authorization letter from manufacturer as per <b>Annexure "K"</b> (Manufacturer's Authorization Letter) to this effect should be furnished.		Letter from Original Manufacturer (As per <b>Annexure "K"</b> )	
The bidder should be a company registered in India		Certificate of incorporation	
The bidder or the Original Manufacturer should be in the business of supply of RFID tags in India or abroad for last one year as on 30.06.2017.		Original Certificate from User/s Bank/s to be enclosed. In case the tags are supplied to Bank through the authorized	
The bidder should have supplied RFID tags or received PO from at least one Commercial Bank in India for supply of NPCI compliant RFID tags as on 30.06.2017.		representative then bidder is required to provide original certificate issued by User/s Bank/s to the authorized representative and the proof confirming relationship between bidder and the Original Manufacturer (like agreement, Purchase Order along with the invoice and payment details).	
The bidder should have a minimum annual turnover of Rs 5 crores during last two financial years i.e., 2014-15 and 2015-16.		1. Audited Financial Statements (Balance Sheet & Profit & Loss statement) for the FY 2013-14, 2014-15 and 2015-16 along with	

		complete auditor's certificate / qualifications.	
The bidder should not have been blacklisted by any PSU Bank/IBA/RBI/any regulatory authority during the last five year.		Undertaking	
The Bidder should be NPCI and ARAI certified for Fastag		Certification document for NPCI and ARAI both.	
The bidder company should be in profit for last two financial year		Audited Financial Statements (Balance Sheet & Profit & Loss statement) for the FY 2013-14, 2014-15 and 2015-16 along with complete auditor's certificate / qualifications.	
The net worth of bidder company for last two year should be positive			
Bidder should be ready to supply tags PAN India to locations specified by Bank		Undertaking	
Bidder should be ready to comply with future NPCI/ARAI / NHAI requirements without any additional cost to Bank for entire contract period of 5 years.		Undertaking	
Arrangement for providing 10 sample tags		Sample Tags	

Note: All certificates, reference letter, undertaking should be in English, duly complete with signature, name and stamp of the issuing authority and their organization.

#### SIGNATURE

(Name & Designation, seal of the firm)

Kindly note that in the following circumstances bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

- 1 Bids submitted by more than one authorized representative of the same Original Manufacturer of tags.
- 2 Either the Original Manufacturer of tags or one of their authorized representatives in India can bid in the RFP but both/all of them cannot bid for the same make of RFID tags.
- 3 Any other bid, in the sole discretion of the bank, is in the nature of multiple bids.

Note: Bidder 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 along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.



**Annexure-C – Compliance of Technical Specification**

Criteria	Compliance (Yes/No)	Documents Required
The Bidder or OEM should own state of the art printing/ manufacturing infrastructure facilities like machine & materials and skilled and administrative and operational manpower to handle the job.		Proof regarding plant. Visit of plan by Bank official (if required)
The bidder or OEM should have capacity to supply minimum 1 lakh tags per month		Undertaking.
10 sample tags for evaluation		10 sample Tags
Bidder should submit a write up highlighting the quality of tags and other details related to type of antenna used, type of printing, UV protection for whole tag and any other additional information		Write up document.
Letter from Bank's where Tags have been supplied confirming working of Tags		Letter from the concerned Bank from an authorized signatory.

**ANNEXURE-D**
**Template for "Eligibility cum Technical Evaluation" (For Bank)**

Template for "Technical Evaluation"						
S No	Particulars	Maximum Marks	Minimum Requirement	10	15	20
A	<b>Service Provider Profile (Evaluation team to verify certified documents)</b>					
1	The bidder or the OEM should have supplied RFID tag or received PO to supply for least one Commercial Bank in India as on 30.06.2017.	20	One commercial Bank	One Commercial Bank	2 Commercial Bank	More than 2 commercial Bank
2	The bidder or OEM of the tag should have supplied minimum 50,000 tags in last 2 years in India as on 30.06.2017.	20	50000	50000	1lac	5 lacs
3	The bidder should have a minimum annual turnover of Rs 5 crores during last two financial years i.e. 2013-14, 2014-15 and 2015-16	10	5 Crore	>= 5 Crore	>= 10 Crore	>= 15 Crore
B	Readiness to test successful transaction with NPCI and Bank Issuance system	Mandatory. The bidder is required to provide 10 sample tags.				
C	<b>Technical Capability</b>	Will be evaluated by the evaluation team				
1	The Bidder or OEM should own state of the art printing infrastructure facilities like machine & materials and skilled and administrative and operational manpower to handle the job.	15				
2	The bidder or OEM should have infrastructure for encoding of the blank RFID tags	10				
3	The bidder or OEM should have capacity to supply minimum 1 lakh tags per months	10				
4	Bidder should submit a write up highlighting the quality of tags and other details related to type of antenna used, type of printing, UV protection for whole tag and any other additional information	5				
5	Letter from Bank's where Tags have been supplied confirming working of Tags	10				
	<b>Total Score</b>	100				



Point to be Noted	
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No changes would be accepted on bank's side (in Finacle or output reports/MIS) to maintain compatibility with existing system. Evaluation team may request for additional information/clarification from the bidders, carry out site visits and make reference calls to existing clients for a complete and fair assessment of bidder capability to supply the RFID tags.	
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**Annexure- D 1****Information/ Documents required from Bidder for Eligibility evaluation****A. Eligibility Evaluation:****Supporting documents to be submitted:**

1. Organization structure
2. Name of the Directors/Partners/Key Persons of the company
3. Business Profile and strategy for expansion in India of OEM and bidder
4. Write up on following for bidder and OEM:
  - a) Management practice & procedure
  - b) Other products & services practice area and core competency
  - c) Expertise in handling customization/adaptation to regional languages.
5. If an authorized representative/ channel partner is responding to this RFP, an authorization letter from Original Manufacturer that the company is their authorized representative in India and a copy of agreement.
6. Certificate of incorporation.
7. Letter from the Bank/s on letter head where bidder/OEM has previously supplied RFID tags confirming bidder's statement. The letter should be signed by an official in the rank of AGM or above in the department dealing with the procurement/implementation of RFID tags.
8. Letter from Bank/s on their letterhead where bidder/OEM have Supplied RFID tags.
9. Audited Balance sheet for last 3 year.
10. Number of RFID tags supplied in the last two year (Year, Bank name, no. of tags supplied) to be supported with certificate from Banks along with comments on SLA.
11. NPCI and ARAI certification.

**Annexure-D 2**
**Information/ Documents required from Bidder for Technical evaluation**
**B. Technical Evaluation:**
**Supporting documents to be submitted:**

S. No.	Item	Bidders response	Documents enclosed / evidence
1	<b>Covering letter</b>		
2	<b>Table of Contents</b>		
3	<b>Executive Summary</b>		
4	<b>Service Provider Profile</b>		
(a)	Provide Organization overview (financial profile, organization structure etc.)		
(b)	Provide business profile and strategy		
(c)	Management practices and procedures		
(d)	Dedicated practice area and core competency		
5	<b>Industry and business process expertise</b>		
(a)	Banking industry specific skill sets		
(b)	Process skill sets (specific sub processes)		
(c)	Functional skill sets		
(d)	Security issues and solution proposed		
6	<b>Technical Requirements</b>		
(a)	Complete specification of RFID tags		
(b)	Letter from Bank's where Tags have been supplied confirming working of Tags		
(c)	Undertaking for future compliance with NPCI/NHAI requirements		

**Annexure-E - Compliance to RFP Terms and Conditions**

Sl no	Terms & Condition	Compliance (Y/N)	Remarks
1.	Eligibility Criteria		
2.	Scope of work		
3.	Technical & Functional Criteria		
4	Terms of execution of work		
5	Locations to be covered		
6	Training		
7	Cost of RFP		
8	Bid Security / Earnest Money Deposit (EMD)		
9	Eligibility & Technical details required		
10	Commercial Proposals		
11	Erasures or alterations		
12	Offer validity period		
13	Right to alter quantity		
14	Payment terms, Support Services & Miscellaneous Terms/Requirements		
15	Penalty & Liquidated damages		
16	Termination		
17	Manuals & documentation		

SIGNATURE

(Name & Designation, seal of the firm)

**Annexure-F**  
**Reference Site Details**

	Reference 1	Reference 2
Name of the Bank where RFID tag was supplied		
Address of the Bank		
Contact Details (At least two contacts are to be provided for each reference)		
Contact 1 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Contact 2 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Total Number of RFID tag supplied to the Bank and mode (Directly or through third party)		
Ref. no and date of order (certified copy attached)		
Quantity ordered		
Quantity supplied till date		
Quantity installed		
Quantity operational		

SIGNATURE

(Name & Designation, seal of the firm)

**Annexure – G – Commercial Bid Template**
**Commercial Bid Template**

Sr. No	Description	Qty. (A)	Unit Price (in Rs.) (B)	Total Price (in Rs.) C = (A)* (B)
1.	Cost of RFID tag (as per specification provided in this RFP )			
2.	<b>Total cost of ownership</b>	<b>XXX</b>	<b>XXX</b>	

**Bidders are required to include all cost in the tag rate as Bank is not paying anything extra than the tag unit price.**

**Total Price in words:**

(Rs. \_\_\_\_\_)

SIGNATURE

(Name & Designation, seal of the firm)

**Price Composition and Total Cost of Ownership (TCO):**

The price quoted should be in Indian rupees only.

The prices offered shall be on a fixed price basis and not linked to the any foreign exchange component.

1.1. TCO shall encompass but not be limited to the following:

- Cost of the RFID tags
- Master Service Agreement (MSA) costs for applicable period.
- Any cost towards development of portal for inventory and complaint management and providing it to branches / point of sale offices.
- Cost of software up gradation for the entire period of contract.
- Any other cost expected by bidder for timely and efficient implementation of the project as per business requirement as specified in the RFP shall be included by the bidder.
- Insurance to cover the tags from transit period
- Cost of certification with Issuance application to ensure compatibility and quality.
- Cost of tag includes all personalization/delivery/transport charges to respective branch/ point of sale offices.
- RFID tag quantity, given in TCO is only for TCO calculation purpose and may change (downward/upward) as per Bank's requirement and quality of services/product provided by the vendor.

**The price quoted by the bidder shall be inclusive of all taxes, levies, duties and cess such as CST, GST, LST, VAT, Excise, Customs duties etc. but excluding Octroi, Entry tax and any other local levy which would be reimbursed to the vendor on production of actual receipt.**

Annexure- H

Compliance Certificate

To  
The General Manager and Head  
Digital Banking & Fintech Department  
Bank of Baroda,  
7<sup>th</sup> Floor, Baroda Sun Tower  
C-34, G-Block, Bandra Kurla Complex  
Bandra (East)  
Mumbai - 400 051

Dear Sir,

RE.: Bank's RFP for Supply and Personalization of RFID tag for NETC project

1. Having examined the tender document including all annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to Supply and Personalization of RFID tags at Bank of Baroda in conformity with the said RFP document and in accordance with our proposal and the schedule of prices indicated in the price bid and made part of this tender.
2. If our bid is accepted, we undertake to complete the project within the scheduled time lines.
3. We confirm that this offer is valid for 180 days from the last date for submission of tender document to the Bank.
4. This bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that Bank is not bound to accept the lowest or any bid that Bank may receive.
7. We have never been barred/black-listed by any regulatory /statutory authority in India.

**SIGNATURE**

(Name & Designation, seal of the firm)

**Annexure I: Format for Bid Guarantee**

**The General Manager and Head**  
**Digital Banking & Fintech Department**  
**Bank of Baroda**  
**7<sup>th</sup> Floor, Baroda Sun Tower**  
**C-34, G Block, Bandra Kurla Complex**  
**Mumbai-400051**

1. M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ (herein after referred as 'the vendor') \_\_\_\_\_, has inter-alia agreed to furnish a bank guarantee from a scheduled bank for Rs 20,00,000/- (Rupees twenty Lacs only) as security for compliance with the vendor's obligation in accordance with stipulation of RFP No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Bank of Baroda.
2. On request of the vendor we \_\_\_\_\_ (hereinafter called the issuing bank) do hereby undertake to pay to you an amount not exceeding Rs 20,00,000/- (Rupees twenty Lacs 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 vendor of any of the terms or conditions contained in the RFP by reason of the vendor'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 20,00,000/- (Rupees twenty Lacs 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 \_\_\_\_\_ 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 vendor or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said vendor 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 \_\_\_\_\_ 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 vendor from time to time or to postpone for any time or from time to any of the power exercisable by you against the said vendor 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 vendor or for any forbearance, act or omission



on your part or any indulgence by you to the said vendor.

8. The bank guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or as the case may be of the vendor.
9. The bank guarantee shall not be affected by any change in our constitution or of the vendor 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 favor 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 20,00,000/- (Rupees twenty Lacs 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 .

**Annexure- J – Format of Certificate from Bank**

The General Manager and Head  
Digital Banking & Fintech Department  
Bank of Baroda  
7<sup>th</sup> Floor, Baroda Sun Tower  
C-34, G-Block, Bandra - Kurla Complex  
Bandra (East)  
Mumbai 400 051

Dear Sir,

**Re: Supply and Personalization of RFID tags by the \_\_\_\_\_ (Name of the Vendor/OEM)**

This is to certify that \_\_\_\_\_ (name of the vendor/Original Manufacturer) has supplied/installed \_\_\_\_\_ RFID tags in our Bank during the period \_\_\_\_\_.

The performance of the above said RFID tags is satisfactory and there are no adverse observations as regards to the performance of the machine and the service rendered by the \_\_\_\_\_ (Name of the vendor/Original Manufacturer) is prompt and complete.

**SIGNATURE**

**(Name & Designation, seal of the Bank)**

**Annexure-K: MANUFACTURER'S AUTHORIZATION LETTER**

Ref No.:

Date:

**The General Manager and Head  
Digital Banking & Fintech  
Bank of Baroda  
7<sup>th</sup> Floor, Baroda Sun Tower  
C-34, G-Block, Bandra-Kurla Complex  
Bandra (East), Mumbai 400 051**

Dear Sir,

**Re: Supply and Personalization of RFID tags for NETC project : Bank RFP No: ---  
Dated\_\_\_\_\_.**

We, M/S \_\_\_\_\_ (Name of Original Manufacturer), Original Manufacturers of RFID tags having our manufacturing factories/plants in \_\_\_\_\_ (Name of Countries from where the offered product will be sourced) do hereby authorize M/s \_\_\_\_\_ (Name and address of Authorized Representative) to submit a bid, and sign the contract with you for the supply and personalization of RFID tags manufactured by us against the above Request for Proposal (RFP).

We hereby extend our full guarantee and warranty for the solution, products and services offered by our authorized representative in India, named above, against this Bid Invitation. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the products manufactured by us and distributed by our authorized representative in India:

- (a) Such products as the Bank may opt to purchase from our authorized representative in India, provided, that this option shall not relieve our authorized representative in India of any obligations under the Contract; and
- (b) In the event of termination of production of such products:
  1. Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  2. 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 hereby extend our full comprehensive guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP. We also undertake that in the event of our authorized representative in India failing to perform its obligations under the Contract for supply of the above product and associated services for any reason whatsoever, we shall perform all the pending obligations as if the contract were between the Bank and us.

Yours faithfully

(Name of the Authorized Official)

(Name of OEM)

(Seal of OEM)

**Annexure-L: 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 Mandvi 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 Shri \_\_\_\_\_, Chief Executive Officer (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 (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/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 stores/equipment 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:

**Commitments of the BUYER**

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.
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.
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.
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.

**Commitments of BIDDERS**

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:-

1. 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. 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 disfavor to any person in relation to the contract or any other contract with the Government.
3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized 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.
6. 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.
7. 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.
8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. 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.
10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
12. 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 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.
13. 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.

**Previous Transgression**

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.

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.

**Earnest Money (Security Deposit)**

1. While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - i. Bank Draft or a Pay Order in favour of Bank of Baroda
  - ii. A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days 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.
  - iii. Any other mode or through any other instrument (to be specified in the RFP).
2. The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond 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. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

**Sanctions for Violations**

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:-
  - a. 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.
  - b. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (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.
  - c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER 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 stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - e. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - f. 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.
  - g. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - h. 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.



- i. 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.
  - j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) 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.
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.

**Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems 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 and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU 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.

**Independent Monitors**

1. The BUYER will be appointing 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).
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.
3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
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.
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.
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. 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.
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.

**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.

**Law and Place of Jurisdiction**

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

**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.

**Validity**

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the 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.

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 BIDDER

Name of the Officer: Chief Executive Officer

Designation:

Department:

Witness

Witness

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

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