Request for Proposal for Supply, Implementation and Maintenance of Integrated Queue Management System

Bank of Baroda
Project Navoday
Dena Corporate Centre,
Bandra Kurla Complex
Mumbai 400051

RFP Reference Number: BCC/Navoday/111/1
Date: 30.05.2019
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## A. IMPORTANT DATES

<table>
<thead>
<tr>
<th>#</th>
<th>Particulars</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RFP Issuance Date</td>
<td>30-May-2019</td>
</tr>
</tbody>
</table>
| 2  | RFP Coordinator Name, Contact details (Bank)    | Mr. R. Sridhar
Contact No.: 022-2654 5630
Email: navoday@bankofbaroda.com |
| 3  | Last Date of Written request for Clarifications Before the Pre-bid Meeting | 04:00 PM on 03-06-2019                                                   |
| 4  | Pre–bid Meeting & Venue details                 | 3 PM on 04-06-2019 at Bank of Baroda, Dena Corporate Centre, Bandra Kurla Complex, Mumbai 400051 |
| 5  | Last Date of Submission of RFP Response (Closing Date) | 03:00 PM on 20-06-2019                                                  |
| 6  | Eligibility Cum Technical Bid Opening Date      | 03:30 PM on 20-06-2019                                                  |
| 7  | Commercial Bid                                  | The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors. |
| 8  | Application Money                               | Rs. 25,000/- (Rupees Twenty Five Thousand only)                         |
| 9  | Bid Security (Earnest Money Deposit)            | Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)                    |
B. Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means ‘Bank of Baroda’
2. RFP means the Request For Proposal document
3. Proposal, Bid means “Response to the RFP Document”
4. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. Original Solution Developer (OSD)
8. Original Equipment Manufacturer (OEM)
9. Annual Maintenance Cost (AMC)
10. Annual Technical Support (ATS)
11. Application Programming Interface (API)
12. Banking, Financial services and Insurance (BFSI)
13. Central Vigilance Commission (CVC)
14. Customer Relationship Management (CRM)
15. Data Center (DC)
16. Data Recovery (DR)
17. Earnest Money Deposit (EMD)
18. One Time Cost (OTC)
19. Proof of Concept (POC)
20. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
21. Service Level Agreement (SLA)
22. Single Person of Contact (SPOC)
23. Total Cost of Ownership (TCO)
24. Integrated Queue Management System (QMS)
25. QMS Unit means the equipment used at branches/offices like monitor, control units, display units, cabling and other related equipment required to operationalize the QMS
Confidentiality:
This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.
1. Overview

1.1 Introduction

Bank of Baroda is one of the largest Public Sector Banks (PSB) in India with a branch network of around 9500 branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for Request for Proposal for Supply, Implementation and Maintenance of Integrated Queue Management System.

1.2 Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a vendor for Supply, Implementation and Maintenance of Integrated Queue Management System at 1200 branches across the Bank’s branches all over India, extendable by another 25%, i.e. 300 branches at the discretion of the Bank. Bank reserves the right to modify this number based on the actual requirement of the Bank.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement as mentioned in Annexure 11. Apart from the above the bidder must also agree to all the terms & conditions mentioned under this RFP.

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

1.3 Project Scope

Description of the envisaged scope is enumerated as part of Annexure 11 however the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions.

The Bidder shall perform the following tasks at Bank’s branches Pan-India as per Bank requirement and satisfaction as per this RFP, but not limited to:

a) Supply, installation and maintenance of Integrated Queue Management System at 1200 branches/offices extendable by another 25%, i.e. 300 branches/offices at the discretion of the Bank, across Pan-India. The branches of erstwhile Dena Bank and erstwhile Vijay Bank also will be covered under this project

b) The bidder will conduct a site survey and submit report about the site readiness / feasibility report to bank. Bidder will have to undertake all civil, cabling, electrical and other works required for installation of the QMS as per the particular locational requirement of the premises/branch
c) Development, deployment and maintenance of Software Solution with enterprise wide license. The software needs to be integrated with existing core banking system of the Bank through middleware which will be provided by Bank, if needed.

d) To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. **Indicative technical specifications is enclosed as Annexure 21**

e) **Sufficient Receipt roll Stationery need to be stocked at the branch. Stationery replenishment cost needs to be factored in the Monthly Rental Charges**

f) The Integrated Queue management System should be such that it should be capable of being ported at a centralized location at BOB Corporate Office or Data Center or any location decided by the Bank, and accessible from any of our branches, for viewing and monitoring through dashboard.

g) The bidder will have to provide the necessary interface to all the application software being run at branches, wherever required by the Bank.

h) The Bidder will be required to provide training / handholding and support for 3 working days at each branch / delivery point post installation of the systems.

i) The bidder/s will be responsible for integration with CBS as well as LAN network through Middleware.

j) **The bidder need to design / size the Enterprise Central Server with requisite OS, database for the centralised setup. The bidder to provide the details of design and assumptions considered during the design for handling 1500 QM Units**

k) The Bidder will customize the reports and provide dashboard for monitoring at Multiple levels. Branch / Cluster Regional office / Zonal office / Corporate Office - head Office.

l) **Bidder to carry out addition of services and modification of Menus / Services at no additional cost to bank**

The Bank requires Enterprise level license software package, without any limitation in respect of no. of Users.

Hence, in light of the above facts, Bank invites technically eligible and commercially competitive proposals from experienced and reputed Service Providers having requisite products, software solution / application and technical expertise for providing “End to end solution for Integrated Queue Management System” in our bank.

Considering the enormous scope of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

**General Conditions**

a) The Bidder shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to Bidder’s negligence shall be passed on to the Bidder’s account.
b) Bidder shall complete the entire work and make all the systems operational within stipulated timeline mentioned in the delivery & installation section of this RFP.

**Technical Proposal Attention Items**

a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank’s rights to negotiate with any bidders, suppliers or contractors in Bank’s best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.

b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder’s ability and qualification to perform the contract.

c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.

d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the “[A] Important Dates”.

e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank.

f) In case of any difference in the standards between this RFP and the bidders’ proposal, the higher standards shall prevail and be applicable.

g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.

h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.

i) Entire work specified in this RFP shall be carried out on Turnkey basis.

j) As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the RFP or extra work required to be perform due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this RFP.

**1.4 Contract Award**

The Bank intends to select two vendors for implementation of the QMS as under:

The L1 bidder will be selected based on techno-commercial evaluation.

a) If the shortlisted bidders fails to honour the contract executed with the Bank then Bank shall have the option of blacklisting the vendor besides forfeiting the EMD amount/invoking Bank guarantee and placing order to the next lowest bidder provided that the next lowest bidder agrees to provide the machines at the same rate and terms and conditions as the L1 bidder. If the bidder is not interested to enter into the contract then the process shall be followed with the next lower bidder and so on.

b) If a particular vendor doesn’t perform delivery of systems on time, satisfactory performance of machine installed, Bank will have the option for placing of orders upon other vendor irrespective of above ratios.

Bank will conduct a pilot implementation of QMS in 2 cities by installing QMS machines in one city each successful bidder by adopting the following approach:
Once the RFP process is completed, work order will be placed with 2 vendors at the discovered price in the ratio as above

Vendor will install 50 QMS machines in one city

Standard operating procedures shall be finalized after studying the usage pattern and acceptance / success of the system

There will be a monitoring period for 2 months during which Bank will assess the performance and finalize the Standard operating procedure

Final rollout will only be taken up only after satisfactory working and acceptance of system

1.5 Contract period

The contract with the selected vendor will be valid for a period of **4 years** from the date of placing purchase order with a **lock-in period of 2 years**, i.e., Bank may terminate the contract any time after 2 years. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

1.6 Service Levels and Uptime Guarantee

For details, please refer to Annexure 12 that provides the service levels for Request for Proposal for Integrated Queue Management System.

1.7 Delivery

The Integrated Queue Management System must be implemented as per project scope within a period which is mutually decided.

Bidder shall be responsible for delivery of the complete system within 6 weeks from the date of order. The date on which the complete system is delivered will be taken as the date of delivery. In case of part delivery of the system, the date of last items delivered will be taken as the date of delivery.

Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

1.8 Annual Technical Support

Bidders must provide annual technical support, strictly as per SLA terms, for a period of 4 Years without any additional cost except as is defined in the Commercial Bid.

In case of software, Operating System, Equipment Firmware and Equipment OS, during installation, integration, acceptance testing, warranty period, extended warranty period, ATS period, all updates and upgrades shall be supplied and installed free of cost on pre-paid freight basis. The support shall have to be mandatorily on-site.

However, in exceptional cases remote support from OEMs’/bidders’ software/service centers, through phone/Email/Fax, etc., shall also be required and is a must. The time limit within which such calls shall be attended to shall be only based on the SLAs mentioned in this RFP.
1.9 Payment Terms

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

The method and conditions of payments to be made to the successful bidder shall be:

Payment shall become due from the date of operationalization of the system in the branch. Payment shall be made on monthly basis (on completion of the calendar month) by the Regional office on the invoice raised by the vendor for the concerned branches falling under their Region once all supporting documents like installation report, training report, escalation matrix etc., are produced.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 working days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 working days from the date the dispute stands resolved.

1.10 Ownership, Grant and delivery

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

The license shall specifically include right

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

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

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

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

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

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

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

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

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

2. Evaluation process

A two bid system is adopted for selection of the vendor

- Stage 1 – Eligibility Bid evaluation
- Stage 2 - Evaluation methodology for eligible bidders
- Technical Bid Evaluation
- Commercial Bid Evaluation

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

2.1 Eligibility Bid

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

2.2 Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a two stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation

Technical Bid Evaluation

The proposals received by the Banks will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the Annexure 02 – Eligibility Criterion Compliance. The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find “Highest scoring Bidder” as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Banks however retain the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.
During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted. The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc. It also includes the site visits to other clients of the bidders as well as any independent verification of the facts produced in the technical bid.

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Evaluation Parameters</th>
<th>Sub Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>The number of organisations in which implemented in India in the last 3 years starting from 01-04-2016 till RFP submission date **</td>
<td>For each Implementation of minimum 50 units installed in an organization: 2 marks</td>
<td>10</td>
</tr>
<tr>
<td>Functional &amp; Technical Specifications compliance</td>
<td>As per Functional Scoring Sheet in Annexure 11</td>
<td>20</td>
</tr>
<tr>
<td>Product Design and Service Delivery</td>
<td>Look and feel of the machine (kiosk), user friendly interface. No. of service centers (attach city-wise list)</td>
<td>10</td>
</tr>
<tr>
<td>Remote Monitoring &amp; management System</td>
<td>Capability of system to monitor and manage system from remote location</td>
<td>15</td>
</tr>
<tr>
<td>Product Demo In case Bank during this demonstration feels that any of the feature is not available and needs to be created then no marks shall be allotted. If major customization is not required and the feature is readily available then mark shall be allotted</td>
<td>Demonstration of in-depth understanding of the Bank’s project technical and functional requirements.</td>
<td>20</td>
</tr>
<tr>
<td>Management information system &amp; Miscellaneous</td>
<td>Depth of MIS and utility to Bank’s various functions</td>
<td>15</td>
</tr>
</tbody>
</table>

**TOTAL MARKS**

**Copies of Work order / client reference should be provided. Documentary proof for go live of implementation to be provided.**

**For remote monitoring**, following criteria will be considered: Monitoring the health of the Client terminal remotely, Monitoring live / switched off status, Component level monitoring, Touch Screen, Token Printer, Scanner (if applicable), Error auto-resolution possibility, Automatic Call logging feature, Automatic Call closing feature, Self-restart of the client terminal through RMMS, Replenishment Status (Printer Cartridge), Methodology used, etc.

**For MIS**, following will be useful: Customization of report as per Bank’s need, hierarchy, Management of MIS, Changes/upgradation process, Types of Reporting formats, (Please provide two-three sample reports presently generated),
Automation in installations, Any other factor which can add value to the project, Innovation, USP of the bidder, etc., Dashboards of various types which can be used as management tool.

Further the Bank’s officials may visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank’s opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank’s functional and technical requirement.

2.3 Commercial Bid Evaluation

Bank has decided to seek commercial bids for procurement of QMS on opex model. Bidder will have to submit Commercial Bid for opex model wherein the Bank will acquire the equipment and software on a rental basis.

This will be a techno commercial evaluation and accordingly the technical evaluation will have 60% weightage and Commercial evaluation shall have 40% weightage. These weightages shall be taken into consideration for arriving at the Successful Bidder. The evaluation methodologies vis-a-vis the weightages are as under:

The Score will be calculated for all eligible and technically qualified Bidder based on the following formula:

\[ S = \left( \frac{T}{T_{\text{High}}} \times 60 \right) + \left( \frac{C_{\text{Low}}}{C} \times 40 \right) \]

Where:

- \( S \) = Score of the Bidder
- \( T \) = Technical score of the Bidder
- \( T_{\text{High}} \) = Highest Technical score among the Bidder
- \( C \) = Quote as provided by the Bidder (please refer to Annexure)
- \( C_{\text{Low}} \) = Lowest Quote of C among the Bidder

The Bidder securing the highest score becomes the successful Bidder

For example – There are three Bidders A, B and C.

Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other Bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100.

Similarly Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidder (say C) as 100. Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder * 100.
A “Combined score” will be arrived at, taking into account both marks scored through Technical Bid evaluation and the nominal commercial quotes with a weightage of 60% for the Technical Bid and 40% for the Commercial Bid as described below.

The combined score is arrived at by adding Technical Score and Commercial Score.

The successful Bidder will be the one who has highest Combined Score.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>BIDDER</th>
<th>Technical Evaluation Marks (T)</th>
<th>Nominal Bid Price in INR (C)</th>
<th>Technical Score</th>
<th>Commerci al Score</th>
<th>Combined Score (Out of 100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A</td>
<td>95</td>
<td>71</td>
<td>95/95*60 = 60.0</td>
<td>60/71*40 = 33.8</td>
<td>60.0+33.8 = 93.8</td>
</tr>
<tr>
<td>2</td>
<td>B</td>
<td>85</td>
<td>65</td>
<td>85/95*60 = 53.7</td>
<td>60/65*40 = 36.9</td>
<td>53.7+36.9 = 90.6</td>
</tr>
<tr>
<td>3</td>
<td>C</td>
<td>90</td>
<td>60</td>
<td>90/95*60 = 56.8</td>
<td>60/60*40 = 40</td>
<td>56.8+40.0 = 96.8</td>
</tr>
</tbody>
</table>

In the above example Bidder C with highest score becomes the successful Bidder.

The Banks’ decision is FINAL in this regard.

Kindly Note: RESPONDENTS SCORING A MINIMUM OF 70 MARKS IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING.

Commercial Bids of Bidders securing less than 70 marks shall be returned unopened.

3. Terms and conditions

3.1 General Terms

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

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

3.1.3 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

3.1.4 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
3.1.5 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

3.1.6 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.

3.1.7 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

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

3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document.

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

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

3.1.12 The Bank expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

3.1.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the bidder responses would not be incorporated automatically in the tender document.

3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.

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

3.2 Rules for Responding to this RFP

3.2.1. The timeframe provided in point “[A] Important Dates” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

3.2.2. All responses received after the due date/time as mentioned in “[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)”would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
3.2.3. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank’s decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in “[A] Important Dates - RFP Coordinator”

Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

3.2.4. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

3.2.5. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response.

3.2.6. Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

3.2.7. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

3.2.8. Bidder should submit their Eligibility Cum Technical and Commercial bids as specified in this document.

3.2.9. Application Money as mentioned in “[A] Important Dates – Application Money” must be submitted by way of Demand Draft/ Bankers Cheque payable to “Bank of Baroda”

3.2.10. The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.

3.2.11. Commercial Bid – (As per details given in Annexure 13).

3.2.12. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

3.2.13. All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

3.2.14. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
3.2.15. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.

3.2.16. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

3.2.17. The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

3.2.18. Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.

3.2.19. Bidder must furnish requirements as per the formats provided in the RFP document.

3.2.20. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

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

3.2.22. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Vendor. The same item has to be supplied by the Vendor free of cost.

3.2.23. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank’s interpretation will be final.

3.2.24. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.

3.2.25. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank.
No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

3.2.26. The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditioned as proposed in the tender document.

3.2.27. Grievance Redressal: Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the General Manager, gm.pmo@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

General Manager
Project Navoday
Bank of Baroda,
Dena Corporate Center, 6th Floor,
Bandra Kurla Complex,
Mumbai 400051

3.3 Price Bids

3.3.1 The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation.

3.3.2 The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.

3.3.3 In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder’s proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.

3.3.4 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
3.3.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder”.

3.3.6 The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank’s interpretation will be final.

3.3.7 The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

3.3.8 The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

3.3.9 Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

3.4 Price Comparisons

3.4.1 The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.

3.4.2 Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
3.4.3 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:

a. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.

b. The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

c. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

3.5 Application Money, Bid Security and Performance Guarantee

A. Application Money

Application Money as mentioned in “[A] Important Dates – Application Money” shall be denominated in the Indian Rupees only and shall be paid by way of Bankers Cheque/Demand Draft/Pay Order favoring Bank of Baroda, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.

B. Bid Security / Earnest Money Deposit

Vendors are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates – 9. Bid Security (Earnest Money Deposit)” shall be paid through Demand Draft / Bankers’ Cheque favoring BANK OF BARODA, or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 8 months in the form provided in the RFP (Annexure 05 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank.

- Offers made without the Earnest money deposit will be rejected.
- The amount of Earnest money deposit would be forfeited in the following scenarios:
  - In case the vendor withdraws the bid prior to validity period of the bid for any reason whatsoever;
  - In case the vendor refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - In case the Vendor fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
- Unsuccessful Vendor’s - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Vendors.
- Successful Vendor – Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the performance guarantee. The Bid security Money of the
**RFP for Integrated Queue Management System**

The successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the vendor fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

- MSEs registered under single point Registration scheme of NSIC may be exempted from payment of cost of RFP and EMD. For this purpose bidder must submit the relevant registration certificate, clearly indicating capacity & monetary limit. However, exemption is only for Tender document fees & EMD, if such a bidder is successful, and then Security Deposit in the form of Pay order or Demand Draft as per the RFP document shall be submitted.

MSME bidder will be awarded 25% of the order provided:
- The MSME bidder has to be within 15% band of the L1 price
- The MSME will have to accept to supply the product and/or service @ of L1 price
- If there are more than one MSME bidder, the 20% quantities will be divided equally, amongst them, subject to fulfillment of the above conditions
- In case one of the MSME bidders is adjudged as L1 the other MSME bidders will not have any reservation since the responsibility of giving 25% to an MSME would be deemed to have been discharged

**C. Performance Guarantee**

The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 15 to the extent of 10% of the total order value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

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

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

**3.6 Others**

3.6.1 The product / solution will be deemed accepted only after successful ATP and sign off from Bank’s identified Project Manager.
3.6.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

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

3.6.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

3.6.5 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder’s performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder’s inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

3.6.6 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

3.6.7 The Bidder shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.
3.6.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

3.6.9 The Bank and the bidder covenants and represents to the other Party the following:

☐ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

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

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

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

☐ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

☐ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

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

3.6.11 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

3.6.12 It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.

3.6.13 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.

3.6.14 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
3.7 Other RFP Requirements

3.7.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all bidders about changes, if any.

3.7.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank’s website only.

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

3.7.4 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.

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

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

3.7.7 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

3.7.8 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

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

3.7.10 Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for
performing the required incidental services shall be deemed to be included in the Contract Price.

3.7.11 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

3.7.12 There will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants

3.7.13 Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder 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 Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

3.7.14 Letter of Undertaking from OSD / OEM (Annexure 09) – The Bidder should furnish a letter from original equipment manufacturer (OEM / OSD) authorizing the Bidder to quote for OEM’s / OSD’s product in response to the RFP from the Bank. The said letter should also offer to extend the required support from the OEM / OSD in respect of the items stipulated in the RFP

3.7.15 Undertaking on Information Security (Annexure 10) - The Bidder should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the Bidder’s end providing an undertaking on Information Security of Authenticity for HW/solution supplied. This undertaking from both OEM and the bidder is on Information security as per regulatory requirement.

3.7.16 The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

3.7.17 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
3.8 Corrupt and Fraudulent Practices

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

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

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Bidders responding to this RFP need to sign the Integrity Pact (IP) which will be also signed by Banks representative.

3.9 Authorized Signatory

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

3.10 Service Level Agreement and Non-Disclosure Agreement

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non Disclosure Agreement (NDA). The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

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

3.11 Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements, without assigning any reason, and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

It is not in conformity with the instructions mentioned in the RFP document.
It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
It is not properly or duly signed.
It is received through email.
It is received after expiry of the due date and time.
It is incomplete including non-furnishing the required documents.
It is evasive or contains incorrect information.
There is canvassing of any kind.
It is submitted anywhere other than the place mentioned in the RFP
Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

4. General Terms and Conditions
4.1 Governing Laws
The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

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

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:
Relates to the Disclosing Party; and
is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.

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

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the
receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

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

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

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

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

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

Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of Supply, Implementation and Maintenance of Integrated Queue Management System as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or

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

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

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

Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.
Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.

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

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

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

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

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

d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

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

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

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

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

c) is furnished by others to the receiving party without restriction of disclosure;

d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;

e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

f) was independently developed by the receiving party without the help of the Confidential Information.
On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as ‘Material Breach’ for the purpose of the contract.

Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank. The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

4.3 Information Ownership

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

4.4 Sensitive Information

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

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

4.5 Privacy and Security Safeguards

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

4.6 Dispute Resolution

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

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

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

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank’s office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

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

In the event of any dispute and or the commencement of arbitration proceedings the successful Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

4.7 Force Majeure

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

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

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform vendor’s obligations under this
4.8 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice and without assigning any reason. In following events Bank shall terminate this assignment or cancel any particular order if Vendor:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services;
- Delay in delivery / installation / commissioning of services.

If deductions of penalty exceeds more than 10% of the total contract price.

This Tender or 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.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- The amount of penalties has exceeded the overall cap of 5% of the total contract value in any year during the contract period.
- Failure of the vendor make good the situation within the remedy period.
Amount of total penalties exceed overall cap of 20% of the fixed quarterly payment in any quarter

The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

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

Without prejudice to the rights of the Parties, upon termination or expiry of 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.

In the event the Bank terminates the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

The Bank will provide the selected vendor a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

In case of order cancellation, any payments made by the Bank to the Vendor for unacceptable deliverables would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.
As part of Reverse Transition Services, Bank shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor’s subcontractor.

4.9 Contract Review and Effect of Termination

The Bank desires to appoint the successful vendor for a total period of 5 years, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safeguard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the successful vendor and the Bank will cause cessation of services. Only by mutual consent the services can be withdrawn. This would include a well-defined reverse transition mechanism, which would normally require 3 to 6 months and will contain Procedures for transition and migrating to the new service provider

Time frame for parallel run

Skill transfer mechanism and in specific cases the human resources requirement.

4.10 Subcontracting

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

4.11 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

Material 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.

The Vendor shall at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and cooperates 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.

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

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

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

In the event of successful vendor does not fulfill its obligations under this clause within the period specified in the notice issued by the BOB, 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 agreement.

4.12 Compliance with Laws

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender.
Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

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

4.13 Limitation of Liability

Service Provider’s aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.

Service Provider’s liability in case of loss suffered by Bank on account of claims against the Bank resulting from Willful Misconduct or Gross Negligence arising due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Willful Misconduct” means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

“Gross Negligence” means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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

Under no circumstances shall either party be liable to the other for any loss of business, goodwill or profits even if such party has been advised of such damages

4.14 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor’s premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the vendor will be liable to pay any charges/ penalty levied by RBI/ any other regulator.
4.15 Inspection of Records

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

4.16 Assignment

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

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

4.17 Publicity

Any publicity relating to the work to be carried out in BANK is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Bank. All the bidders must give a declaration in this regard duly signed by them.

4.18 Solicitation of Employees

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

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

4.19 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax
transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

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

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

4.20 Waiver

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

4.21 Severability

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

4.22 Vendor’s Design Liability

The Vendor shall carry out all and any works and services to give sufficient details for the construction or installation of the Works so as to ensure that the materials/equipment selected by the Vendor is in compliance with the Contract requirements, particularly those in the Project Overview and Technical Summary and on the Drawings, and the Works are workable as a whole in compliance with the performance requirements of all testing and commissioning and integrated system tests as stipulated in the Contract.

4.23 No implied deviation

The Bank expects the vendor to adhere to the terms of this RFP document, unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the vendor responses would not be incorporated automatically in the tender document.

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

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

a) Bids submitted by holding company and its subsidiary company;

b) Bids submitted by two or more companies having common director/s

c) Bids submitted by two or more partnership firms / LLPs having common partners

d) Bids submitted by companies in the same group of promoters/management

e) In the case of software or hardware Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

4.24 Governing Laws

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

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.

No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank’s decision in this regard shall be final, conclusive and binding upon the Bidder.

5. Disclaimer

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

6 Purchase and Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda, (BOB) website. Tender document and supporting documents may be downloaded from above link also. Subsequently, bid has to be prepared and submitted as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

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

6.1 Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted. Bids not submitted as per process define shall be summarily rejected. No other form of submission shall be permitted.

Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by email.

Opening of the Financial Bids:

The Contractors may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the BOB e-Tendering Portal after the completion of opening process.

Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender..

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.
# Eligibility cum Technical Bid envelope to contain the following

<table>
<thead>
<tr>
<th>#</th>
<th>Section Heading</th>
<th>Performa Given</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Covering letter certifying compliance of Scope of Work</td>
<td>Bidder to provide</td>
</tr>
<tr>
<td>2</td>
<td>Client ref./Credential letters / Supporting documents</td>
<td>Bidder to provide</td>
</tr>
<tr>
<td>3</td>
<td>Eligibility criteria compliance with bidder comments</td>
<td>Annexure 02</td>
</tr>
<tr>
<td>4</td>
<td>Application Money Transaction Details</td>
<td>Annexure 03</td>
</tr>
<tr>
<td>5</td>
<td>Bid Security Letter</td>
<td>Annexure 04</td>
</tr>
<tr>
<td>6</td>
<td>Bid Security (Earnest Money Deposit) Or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)</td>
<td></td>
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<td></td>
<td>Or Transaction Details Or DD Or Axonure 05</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Undertaking from the bidder</td>
<td>Annexure 06</td>
</tr>
<tr>
<td>8</td>
<td>Conformity Letter</td>
<td>Annexure 08</td>
</tr>
<tr>
<td>9</td>
<td>Letter of Undertaking from OSD / OEM</td>
<td>Annexure 09</td>
</tr>
<tr>
<td>10</td>
<td>Undertaking of Information Security (Bidder &amp; OEM)</td>
<td>Annexure 10</td>
</tr>
<tr>
<td>11</td>
<td>Executive Technical Summary</td>
<td>Bidder to provide</td>
</tr>
<tr>
<td>12</td>
<td>Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.</td>
<td>Vendor to provide covering all the scope mentioned in Annexure 11</td>
</tr>
<tr>
<td>13</td>
<td>Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.</td>
<td>Bidder to provide</td>
</tr>
<tr>
<td>14</td>
<td>Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)</td>
<td>Annexure 14</td>
</tr>
<tr>
<td>15</td>
<td>Letter of authorization from the company authorizing the person to sign the tender response and related documents.</td>
<td>Bidder to provide</td>
</tr>
<tr>
<td>16</td>
<td>A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.</td>
<td>Bidder to provide</td>
</tr>
<tr>
<td>17</td>
<td>Integrity Pact</td>
<td>Annexure 16</td>
</tr>
<tr>
<td>18</td>
<td>Undertaking of Authenticity</td>
<td>Annexure 17</td>
</tr>
<tr>
<td>19</td>
<td>Format of Completion Certificate</td>
<td>Annexure 18</td>
</tr>
<tr>
<td>20</td>
<td>Reference Details</td>
<td>Annexure 19</td>
</tr>
<tr>
<td>21</td>
<td>Details of Organisation</td>
<td>Annexure 20</td>
</tr>
<tr>
<td>22</td>
<td>Indicative Specification</td>
<td>Annexure 21</td>
</tr>
</tbody>
</table>
### Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Bidder and OEM

<table>
<thead>
<tr>
<th>S. No</th>
<th>Eligibility Criteria</th>
<th>Complied (Yes/No)</th>
<th>Supporting Required</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A General</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Bidder must be a Government Organization / PSU / PSE / LLP or private / public limited company in India at least for the last 3 years.</td>
<td>No</td>
<td>Documentary Proof to be attached (Certificate of Incorporation)</td>
</tr>
<tr>
<td>2</td>
<td>Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs)</td>
<td>No</td>
<td>Letter of confirmation from Bidder.</td>
</tr>
<tr>
<td>3</td>
<td>The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.</td>
<td>No</td>
<td>Letter of confirmation from Bidder.</td>
</tr>
<tr>
<td>4</td>
<td>The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.</td>
<td>No</td>
<td>Letter of confirmation from Bidder.</td>
</tr>
<tr>
<td><strong>B Financial</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The Bidder must have registered turnover of Rs.5 Crore or above (from Indian Operations only) in each year during the last three completed financial years 2015-16, 2016-17 and 2017-18 (Not inclusive of the turnover of associate companies) from IT services and solutions (Not inclusive of the turnover of associate companies)</td>
<td>No</td>
<td>Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18 Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</td>
</tr>
<tr>
<td>2</td>
<td>The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2015-16, 2016-17 and 2017-18.</td>
<td>No</td>
<td>Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</td>
</tr>
<tr>
<td><strong>C. Technical</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The Bidder should be an OEM or authorized partner of OEM for supply of the equipment, licenses and solution</td>
<td>No</td>
<td>Letter of confirmation from OEM need to be submitted.</td>
</tr>
<tr>
<td></td>
<td>implementation and maintenance support under warranty / AMC / ATS for the system.</td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>If OEM is bidding directly they cannot submit another bid with any Bidder.</td>
<td>Letter of confirmation from OEM in case if OEM is bidding directly</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>One Bidder can bid only with one OEM and similarly one OEM can bid with only one Bidder</td>
<td>Letter of confirmation from the Bidder and OEM</td>
<td></td>
</tr>
</tbody>
</table>

### D Experience & Support Infrastructure

<table>
<thead>
<tr>
<th></th>
<th>The proposed System/Solution should have been implemented in at least three Commercial Banks / Financial Institutions in India in last 3 Years with an active concurrent installed base of more than 100 units in at least one order.</th>
<th>Details needs to be submitted in the format specified in RFP Annexures along with Documentary Proof of order / contract copy / customer credentials.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Bidder should have support offices in Mumbai and at least 25 other major centers. In case support office of the bidder is not present, then an undertaking to be provided by the Bidder stating that support would be provided by the bidder within one month of Bank’s intimation</td>
<td>Letter of confirmation</td>
</tr>
</tbody>
</table>

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

Authorized Signatory
Name:
Designation:
Vendor’s Corporate Name
Address
Email and Phone #
Annexure 03 - Application Money Transaction Details

To,
General Manager
Project Navoday
Bank of Baroda,
Dena Corporate Center, 6th Floor,
Bandra Kurla Complex,
Mumbai 400051

Sir,


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

Amount: Rs. _______ /- (Rupees _______________ Only)

Mode: Demand Draft / Bankers Cheque

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

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #
Annexure 04 - Bid Security Letter

1. WHEREAS, ……………………………………………… (hereinafter referred to as “Bidder”) has submitted its proposal and response dated…………………………(hereinafter referred to as “Bid”) for the supply of all the requirements described in the Request for Proposal No. ………… along with its amendments/annexures and other ancillary documents (hereinafter referred to as “RFP”) as issued by Bank of Baroda.

2. We …………………………………… ……… …. having our registered office at ………………………………………………………….(hereinafter called the 'BIDDER') are offering security deposit of Rs. _______/- (Rupees __________ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No._______ dated _________ [drawn on/ issued by] __________ _________ (hereinafter referred to as “Bid Security”) favouring 'Bank of Baroda for considerat ion of the Bid of the above mentioned Bidder.

3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:

   a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or
   b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -

      i. Fails or refuses to execute the contract form if required; or
      ii. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Bidders.

   Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.

4 The Bid Security shall be returned to unsuccessful Bidders within thirty (30) days from the date of the award of contract to a successful Bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.

5 The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.

6 The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorise the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security. Dated this.................day of............

Place: __________________________

Date: Seal and signature of the Bidder
Annexure 05 - Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To

General Manager
Project Navoday
Bank of Baroda,
Dena Corporate Center, 6th Floor,
Bandra Kurla Complex,
Mumbai 400051

WHEREAS ________________________ (hereinafter called “the Bidder”) has submitted its bid dated_______ (date of submission of bid) for Supply, Implementation and Maintenance of Integrated Queue Management System in response to Request for Proposal (RFP ) No. ________ (hereinafter called “the Bid”) issued by Bank of Baroda.

KNOW ALL PEOPLE by these presents that WE____________________(name of bank) of ______________ (name of country) having our registered office at______________ (address of bank) (hereinafter called “the Bank”) are bound unto Bank of Baroda (hereinafter called “the Purchaser”) in the sum of___________ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this _____ day of_______ , 20___.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
   a) fails or refuses to execute the mutually agreed Contract Form if required; or
   b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein
a) this guarantee shall be valid only up to _________________ ( Insert Guarantee End Date ) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and

b) the total liability of Bank under this guarantee shall be limited to Rs.________/- (Rupees ________________ only).

Place :
SEAL Code No. SIGNATURE.

NOTE:
1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

Annexure 06 – Undertaking from the Bidder

To,

General Manager
Project Navoday
Bank of Baroda,
Dena Corporate Center, 6th Floor,
Bandra Kurla Complex,
Mumbai 400051


1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the ‘Request for Proposal’ and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. 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”.

a) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.

i. Name and Address of the Agent - ..........................

ii. Amount and Currency in which Commission paid / payable - .............

iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - ...........................................

6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in
case the bank is of the opinion that the required information is not provided or is provided in a different format.

8. While submitting this bid, we certify that:
   - The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
   - Final prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
   - The final prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
   - We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
   - The rate quoted in the final price bids for the MCU are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

9. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within a period of 6 weeks from date of Purchase Order.

10. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us

11. We confirm that we have gone through the RFP documents and the terms and conditions therein, including the Terms and Conditions of Contract (TCC) given in PART 4 of the RFP and the said terms and conditions are acceptable to us and in case, we are selected as a successful bidder, we are ready to execute contract with the Bank on the same lines.

12. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

13. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

14. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

Dated this…………………………………..by ……………………….20
Yours faithfully,
Authorized Signatory
Name:
Designation:
Bidder’s Corporate Name
Address
Email and Phone #
**Annexure 07–Pre-Bid Queries Form**

(Please note that all pre-bid queried need to be send by email to navoday@bankofbaroda.com as an attachment in excel file format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/suggestion/deviation that you propose as shown below.]

Name of the Respondent:
Contact Person from Respondent in case of need.
Name:
Tel No:
E-Mail ID:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Page #</th>
<th>Point / Section #</th>
<th>Category (Scope/Commercial/Legal/General)</th>
<th>Clarification point as stated in the tender document</th>
<th>Comment/Suggestion/Deviation</th>
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<tbody>
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<td>6</td>
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</tbody>
</table>

Authorized Signatory
Name:
Designation:
Vendor’s Corporate Name
Address
Email and Phone #
Date:

**Annexure 08–Conformity Letter**

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

To

General Manager
Project Navoday
Bank of Baroda,
Dena Corporate Center, 6th Floor,
Bandra Kurla Complex,
Mumbai 400051

Sir,


Further to our proposal dated ………., in response to the Request for Proposal………………………………………(Bank’s tender No. hereinafter referred to as...
“RFP”) issued by Bank of Baroda (“Bank”) we hereby covenant, warrant and confirm as follows:
We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,
Authorized Signatory
Name:
Designation:
Bidder’s Corporate Name
Address
Email and Phone #

Annexure 09 - Letter of Undertaking from OEM
(This letter should be on the letterhead of the OEM / Manufacturer duly signed by an authorized signatory)
To

General Manager
Project Navoday
Bank of Baroda,
Dena Corporate Center, 6th Floor,
Bandra Kurla Complex,
mumbai 400051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Integrated Queue Management System

We ………………………… (Name of the OSD / OEM) who are established and reputable manufacturers / developers of ………………………… having factories at ………, ……… and …………… do hereby authorize M/s ………………………… (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of …………………………………………… which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s……………… during the 5 year contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s ………………………… not being able to fulfill its obligation as M/s ………………………... vendor in respect of the terms defined in the RFP, ………………………………… (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank

Yours faithfully,
Authorized Signatory
Name:
Annexure 10—Undertaking of Information Security

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

To
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Integrated Queue Management System

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

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

Yours faithfully,
Authorized Signatory
Name:
Designation:
Bidder’s Corporate Name
Address
Email and Phone #

Annexure 11—Scope of Work

- The bidder should provide Integrated Queue Management System, including but not limited to providing of the required hardware, software, databases, third party utilities, if any and installation, testing commissioning, warranty, annual maintenance, required/guaranteed uptime, etc. The system will have to be integrated with the existing core banking system of the Bank, if required. The bidder will liaison and implement necessary configuration with the network and other hardware bidders of the Bank. Every system should be integrated as a single unit and it should be installed at a level convenient for the customers to stand and operate. Bidder would be responsible for integration with the middleware.

- The Bank would only provide network access required for the above system. The solution proposed must adhere to ISO 8583 messages or other standard message formats and bidder should integrate the solution with Core Banking Solution (existing or higher version). For doing so, if required the bidder shall have to coordinate with prime bidder/system integrator, who has implemented CBS in the Bank, for integrating the system with Finacle 10 system. The bidder should do necessary modifications or changes to
integrate the system with Bank’s Core Banking System i.e. Finacle 10 without any additional cost to the Bank.

- This solution to the Bank shall be provided with Enterprise wide license perpetually.
- At the time of installation of system the bidder will be responsible for syncing/calibrating the alignments of all terminals used in the branch to ensure sync between branch individual user terminals. This will be done at no cost to Bank. The scope of the services is to be provided for a period of 3 years from the date of project sign off by the Bank.
- The bidder should maintain the system during the entire period. During the said period, the bidder is bound to do all the hardware spares replacement in order to maintain the required uptime, without extra cost to the Bank covering all parts and labor from the date of acceptance of the systems by the Bank at the respective locations i.e. on-site comprehensive warranty. wise/ Region wise or from a single centralized location.
- The bidder should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards, ports, environmental conditions, illumination, earthing etc.
- The bidder shall deliver systems at the respective sites as per the delivery schedule on receipt of the purchase order from the Bank.
- For each site, the bidder is expected to provide Systems with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the Systems provided by the bidder should be uniform across all Systems of that type.
- The bidder would be responsible for timely applying/loading of all the software patches into all the Systems and other hardware if any during the warranty and AMC period. This job has to be done as a part of warranty and AMC support services without any extra cost.
- Successful bidder will provide software solution to provide MIS reports at machine level as well as from centralized location. Solution should be capable of generating suitable MIS reports customized to the Bank’s requirement in respect of activity, uptime, fault event. Typical fields in this MIS: No. of token issued, average waiting time, average service time etc. Reasons for failure like Network failure, Power failure, failure to print token, failure to dispense token, QMS authentication failure, ‘Nothing to print’ etc. (please note that this is illustrative, the bidder need to submit their capabilities which will be considered for scoring)
- Remote Monitoring System should be capable of monitoring the uptime of all the machines configured on the Bank’s network on real time basis from a centralized location. The penalties will be applied based on this report. Automatic call logging and closing facility should be available in the Remote Monitoring System.
- The bidder will have to integrate their Systems with the Bank’s CBS host system (existing or higher). Unsatisfactory experience of the Bank, non-accomplishment of fulfilling the criteria for integration as mentioned before may lead to cancellation of the order.
- The bidder shall provide necessary hardware/application which should be interfaced with Core Banking Solution by the bidder.
- The bidder has to obtain transit insurance cover for the Systems from their
factory / go-down to the site and such insurance cover should be available till installation of the Systems.

- The bidder should provide user level training or demo and operational guidelines to the designated Bank personnel. The checklist and the user manual for proper maintenance of kiosks are to be provided to each branch.
- The bidder will be the single point of contact to the Bank.
- The bidder should note that Systems being procured will be deployed on various locations as per requirements of business of the Bank and the bidder will be required to support all such installations. Bank reserves the right to change locations by giving prior notice. The vendor will arrange to shift the equipment and install and commission the same. Bank will bear transportation & transit insurance cost only in respect of shifting. The rate of the same will be defined after mutual agreement while entering into the Opex agreement.
- The bidder should ensure that the solution should develop interface, if any, to have handshake/ interface/ integration with the Bank’s existing hardware/ software without any additional cost to the Bank.
- The configuration as per the technical and other specifications of the kiosk machines must be functional and installed from the day Systems is functional.
- The solution provided by the bidder should support all types of service which are needed at all the branches.
- All changes related to printing and other alignments should be done in the Systems application without touching the CBS application.
- The Systems application should not store any data related to customer and only logs to be stored.
- The bidder shall provide proof of concept within Two weeks from the acceptance of the order regarding functioning of the Systems with the integration of CBS.
- The bidder shall customize the Systems with the Bank logo and stickers along with the installation.
- For display of the messages, the languages should be configurable in Hindi, English and the regional languages (specified by the Bank) as per the Bank requirements, which are to be preloaded in the systems.
- For voice enabled audio, the languages should be configurable in Hindi, English and the regional languages (specified by the Bank) as per the Bank requirements, which are to be preloaded in the Systems.
- Detailed log report for the activities in the Systems is to be generated and stored locally in Systems. This log file should be in a normal readable format and to be accessible by the Bank in case of need.
- User information display screen shall be provided by the bidder and the Bank shall approve the same for loading in the Systems.
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Item</th>
<th>Minimum Set of Requirements</th>
<th>Desired Set of Requirements</th>
<th>Complied with Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Token Dispenser</td>
<td>PC with 15 inch LCD screen with Touchscreen that can support a minimum of 15 counters and support 1024*768 or higher resolution. The OS should be Windows 10 or compatible OS to ensure compatibility with the banks security standards</td>
<td>Industrial Grade PC with fanless design unit with sealed 15 inch LCD screen with Touchscreen (SAW) that can be mounted as a desktop or on a pedestal. The OS should be Windows 10 or compatible OS to ensure compatibility with the banks security standards</td>
<td>Yes</td>
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<tr>
<td>2</td>
<td>Form Factor</td>
<td>Should be freestanding model</td>
<td>Should support free standing or wall mounted and have a very pleasing aesthetic design</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>Printers and other peripherals</td>
<td>3 inch printer auto cutter feature and support at least 500 receipts without a refill.</td>
<td>High speed 3 inch printer with auto cutter feature and support at least 500 receipts without a refill. Preference for drop in design for easy paper loading</td>
<td>Yes</td>
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<tr>
<td>4</td>
<td>Token Display Unit with speakers</td>
<td>To be provided by vendor minimum 32” LED screen &amp; Integration also to be done by vendor</td>
<td>The connection with minimal set of external peripherals and wiring will carry maximum marks.</td>
<td>Yes</td>
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<tr>
<td>5</td>
<td>Ticket Generator Unit</td>
<td>Should display set of services relevant to the branch. Services can be selected by customers using the touchscreen</td>
<td>Should display set of services relevant to the branch. Services can be selected by customers using the touchscreen. Should support minimum of 3 languages per branch. English, Hindi and the regional language. Languages should be configurable from a central location.</td>
<td>Yes</td>
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<td></td>
<td>Ticket dispenser UI to be web based &amp; responsive and can be accessed from any device - Tablet or Kiosk.</td>
<td>Responsive web interface to support all latest browsers and should be accessible from Android or iPad or Windows Tablets</td>
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<td>Features and functionalities of the ticket generator should be readily available as APIs, for seamless integrations.</td>
<td>All of the core features and functions of the queuing system should be available as REST API for integration with any Banks internal or external systems</td>
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<td></td>
<td>The system should have capability of integrating with the Bank’s Core Banking system.</td>
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<td>6</td>
<td><strong>Service Selection</strong></td>
<td>System should support single or multiple selection of service/s at the time of dispensing the token and the system would generate the ticket of choice. Alphanumeric numbers are desired to easily identify service and customer prefix.</td>
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<td></td>
<td>Customers can select any service of choice and the relevant ticket has to be printed</td>
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<td>7</td>
<td><strong>Queuing algorithm</strong></td>
<td>Additional provision to handle customer identification through the mag stripe /smart card swipes.</td>
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<td>Should support linear queuing as well as priority queuing whereby customers can select onscreen customer identification icons like senior citizens, Army personnel etc.</td>
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<td></td>
<td>Facility to redirect customers and serve out of turn customers and handle missing customers</td>
<td>Customers can be redirected to a particular counter or for a service.</td>
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<td>8</td>
<td><strong>Ticket Print</strong></td>
<td>System should dispense printed tokens.</td>
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<td></td>
<td>System should dispense printed tokens with Banks Branding.</td>
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<td></td>
<td>The printed ticket will contain Branch name, the service(s) selected in a clear visible format.</td>
<td>Additionally the estimated wait time for each service or / and number of people waiting ahead of this ticket. Centrally configurable promotional messages at the bottom of the screen would be highly desirable.</td>
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<td></td>
<td>The default language for ticket printing would be English</td>
<td>It is desirable to print the ticket in the language option selected by the customer.</td>
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<td></td>
<td>Provision to generate paper tickets as SMS</td>
<td>Go green / e-Tickets to be generated and sent as an SMS to customers.</td>
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<td></td>
<td>Print promotional messages on tickets. This will vary customer to customer or ticket/service type</td>
<td>Capability to print promotional text as a footer message for specific events based on customer type or service chosen by the customer.</td>
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</table>
## Ticket Display

The ticket display would clearly show the tickets that have been called to their respective counters.

Additionally the ticket numbers should be displayed in the language of choice selected by the customer.

Voice Calling in English language, Hindi, or local language chosen by the customer

Additionally the ticket numbers should be announced in the language of choice selected by the customer.

The ticket display should clearly show the tickets that have been called to their respective counters.

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Voice Calling in English language, Hindi, or local language chosen by the customer

Additionally the ticket numbers should be announced in the language of choice selected by the customer.
<table>
<thead>
<tr>
<th>11</th>
<th>Branch Supervisor View</th>
<th>Browser based tool integrated with AD users / SSO, logs in automatically</th>
<th>Should have the capability to integrate with LDAP / SSO for single sign on authentication</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Branch Supervisor View</td>
<td>Should support Auto Call - once a ticket is closed next once will be called automatically.</td>
<td>Option to enable or disable this feature for each branch</td>
</tr>
<tr>
<td>11</td>
<td>Branch Supervisor View</td>
<td>Ability to put customers On Hold and call back from the queue.</td>
<td>Staff should have an option to put a customer On Hold in case of missing documents, back office verification etc and call the next is queue and later that ticket can be called back again for service</td>
</tr>
<tr>
<td>11</td>
<td>Branch Supervisor View</td>
<td>Ability to define and publish learning content for specific services which will be displayed to the bank’s staff when a token is called.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Branch Supervisor View</td>
<td>The Branch Manager will have a detailed supervisor view of what tickets are being served at any given point of time along with average service and wait times</td>
<td>Display module should give information of current tokens being serviced, upcoming tokens and past tokens in an easy format</td>
</tr>
<tr>
<td>11</td>
<td>Branch Supervisor View</td>
<td>Supervisor view should be able to accommodate additional counters added by admin or any changes to the counters without affecting the viewability.</td>
<td>Desired would be a graphical view with complete details including alerts to enable quick decision making on the basis of the information.</td>
</tr>
<tr>
<td>11</td>
<td>Branch Supervisor View</td>
<td>The Supervisor can notify the teller staff the moment service times are going higher.</td>
<td>Notifications should be discreet and on a one to one basis between the supervisor and the teller.</td>
</tr>
<tr>
<td>11</td>
<td>Branch Supervisor View</td>
<td>Admin should be able to set triggers to alert him of certain threshold conditions being breached such as individual wait time of any single customer should not be more than X minutes.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Security</td>
<td>The system should support creation of Users with password management features. Minimal password requirements should support passwords of at least 8 characters or higher with alphanumeric characters and or special characters</td>
<td>Ideally the password management systems would be linked to the Microsoft Active directory to support single sign on feature.</td>
</tr>
<tr>
<td>Feature</td>
<td>Requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Password expiry</td>
<td>Should be user configurable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All data transmission</td>
<td>Between the teller and the branch would be encrypted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers of data through network and interfaces must be encrypted over HTTPS and logged with sufficient details.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>User Authorization</td>
<td>System should ensure that users have been authorized to perform the functions/attempt to access resources.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protection of sensitive web transactions</td>
<td>System should use TLS (TLS Version 1.2 and above) with approved cryptographic and key management algorithms to implement seamless end-to-end session encryption of all network-based Web transactions in which sensitive information is transmitted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit viewing and reporting tool</td>
<td>The audit facility should enable the administrator to view audit records and report against them and can be based on a selection criteria (time duration, selected user, specific date, etc.).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central MIS Reporting</td>
<td>Should generate ticket wise, service wise wait time and service time reports in tabulated format. Additionally data is converted into a graphical dashboard view with detailed parameterised drill-down options. Data is displayed systemically for senior management. Extracting of data is available (in different file formats or for download into bank's systems).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>System should be able to provide an non interactive live view of real time statistics for all the branches remotely from central location</td>
<td>Additionally this would be an automated flip style view of real-time branch statistics giving management complete view of: • Total customer walk in • Average service time •</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
<td></td>
<td></td>
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<tr>
<td>-------------</td>
<td>-------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average wait time</td>
<td><strong>Staff wise efficiency • Total number of active/non-active counters • Pending Tokens</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reports on trends in branches based on different metrics</td>
<td><strong>Additionally, option for forecasting based on historical queue data collected over a period of time to perform data simulation for predicting the performance of branches.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The system should have facility of generating scores for the branch.</td>
<td><strong>Additionally, system should have facility of generating scores for each branch staff on the basis of service imparted.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Wise Wait time and service wise reports</td>
<td><strong>Clear comparison of every branch in a Region , city , state on following</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Wise Wait times and Service time Report</td>
<td><strong>Service time , Wait time , Employee wise</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pause time reports</td>
<td><strong>Dashboard detailing total tickets generated , service time and wait time in a single consolidated view across all branches</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All reports should be day wise or periodic as per bank’s choice.</td>
<td><strong>Best employee wise service time in a branch</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 Central Configurations from bank’s Head Office</td>
<td><strong>System should be able to provide configuration like adding /deleting services for a single branch or group of branches from the bank’s Head Office.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System should be able to provide configuration like adding /deleting services, change the token machine display properties (colour, width, fonts, etc), language, change display unit properties (fonts, logo, token no &amp; counter no. layout, etc.), change elements in token (logo, waiting customer count, promotional message, etc.). Ability to deactivate / activate services time wise and across all or select group of branches.</td>
<td><strong>System should be able to provide configuration like adding /deleting services, change the token machine display properties (colour, width, fonts, etc), language, change display unit properties (fonts, logo, token no &amp; counter no. layout, etc.), change elements in token (logo, waiting customer count, promotional message, etc.). Ability to deactivate / activate services time wise and across all or select group of branches.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision to take data backup by bank</td>
<td>System should possess comprehensive set of Housekeeping jobs including Data Purging, Archiving, Compressions and clean-up of temporary data files/reports/tables</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>System should have facility of assigning benchmark time.</td>
<td>System should have facility of assigning benchmark time for different services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>15</strong> Central Health Reporting</td>
<td><strong>Central Health Monitoring for system functioning</strong></td>
<td>Additionally, system should have the capability of generating alert to the branch administrator for events like device fault, printer out of paper, etc.)</td>
<td></td>
</tr>
<tr>
<td><strong>16</strong> Appointment Booking</td>
<td>System must include a configurable responsive website that allows customers to book and manage appointments through desktop or mobile interfaces.</td>
<td>Appointment module: The customer to get an appointment in advance on a specific date, through web.</td>
<td></td>
</tr>
</tbody>
</table>

- Allows customers to log into a website and book, change, and otherwise manage appointments through the responsive website.
- Appointment business rules should be configurable based on time slots, buffers, branch timings, max number of appointments per slot etc.
- Appointment reminders or confirmations, could be done via SMS, Email or in app notifications.
- Book instant queue ticket using a mobile app in a nearest available branch
- Ability to show real time status of the branch in terms of customers waiting in the queue and the expected waiting time for the chosen service
- Show nearest available branches within a defined perimeter based on GPS co-ordinates of the customer.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Smart check-in feature to enable the customer to activate the token when the customer arrives in close vicinity of the branch.</strong></td>
<td>APIs for appointment booking or instant virtual ticket booking should be available if Bank wants to extend this feature into their existing mobile app.</td>
<td>Business users can track and weed out percentage of tickets suspected tickets served within lower limit benchmark. Should enable the business users to swiftly track the performance of the branches and identifies those branches, which require immediate attention.</td>
</tr>
<tr>
<td><strong>Advance Reporting &amp; Analytics</strong></td>
<td>Management dashboards to centrally monitor staff performance, trend analysis for capacity planning, identify forged tickets (suspect tickets)</td>
<td>Capacity utilization should give a detailed insight about the branch's staff utilization ratio.</td>
</tr>
<tr>
<td><strong>Capacity Utilization</strong></td>
<td>Productivity and efficiency of the branches based on defined KPIs</td>
<td></td>
</tr>
<tr>
<td><strong>Integrated Digital Signage</strong></td>
<td>The Queuing system should support a digital Signage which would be displayed on the LCD screen along with the ticket panel.</td>
<td>The Digital signage management server should allow users to change screen layouts, change colours of the LCD layouts including the fonts and sizes.</td>
</tr>
<tr>
<td><strong>Integrated</strong></td>
<td>The Digital signage management server should provide a user interface to add new promotions for a selection of dates and times.</td>
<td>Automated display of Foreign exchange rates, term deposit rates etc through integration with bank's backend system. The system should alternate between rates and other promotional content.</td>
</tr>
<tr>
<td>Digital Signage</td>
<td>Minimal Video formats can be Mpeg4 ,flash movies and images.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>RSS feeds and ticker support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The videos transmission between the server and the branch should be encrypted using SFTP</td>
<td></td>
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<tr>
<td></td>
<td>Provide for two level feedback as per Bank set design</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>19</td>
<td>HMS</td>
<td>- Monitoring the health of the Client terminal remotely - Monitoring live / switched off status - Component level monitoring - Touch Screen: - Token Printer: - Scanner: - if applicable - Error auto-resolution possibility: - Automatic Call logging feature: - Automatic Call closing feature: - Self restart of the client terminal through RMMS: - Replenishment Status (Printer Cartridge) (Methodology used): - Any other: - Please provide the screenshots of RMMS screens</td>
</tr>
<tr>
<td>20</td>
<td>Management Information System &amp; Miscellaneous</td>
<td>- Transactions report - Customization of report as per Bank’s need, hierarchy - Management of MIS, - Changes/upgradation process - Types of Reporting formats - Please provide two-three sample reports presently generated - Automation in installations: - Any other factor which can add value to the project, Innovation, USP of the bidder, etc. - Dashboards of various types which can be used as management tool at Multiple levels (Branch/City Cluster/RO/ZO/ HO- Corporate centre)</td>
</tr>
</tbody>
</table>

Note: The vendor may please note that the above parameters may be further elaborated, viz., more details may be included in the Request for Proposal (RFP) while submitting the BID. The bank will look forward to vendors showcasing their capabilities in the area of remote monitoring, MIS capabilities, central monitoring, national and regional dashboards, integration of both the systems for central monitoring etc.

2. Interface and Integration Requirements

- The Bidder has to customize, implement, train and rollout the interfaces necessary for the functioning of the solution.
The Bidder is required to study the existing interface and making necessary changes to upgrade interfaces between the proposed solution with the applications.

It is the expectation of the Bank that the integration/interface architecture is based around industry best practices.

The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Bank and for all other functionalities as mentioned in this RFP.

The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.

The Bidder will present to the Bank the interface requirements for review.

Any suggestions from the Bank will have to be included by the Bidder.

The Bidder will be responsible for developing and testing the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.

The Bidder will ensure and incorporate all necessary security and control features within the LMS application.

The Bidder will be responsible for setting up the test environment for interface testing.

The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.

The Bidder must ensure that a sound methodology is implemented to manage the interfaces.

The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.

Configure and parameterize the system for bank’s legal entities, products, lines of businesses, processes, risk entities and any other dimension as applicable. Any customization, if a part of the requirements, especially when it concerns regulatory/statutory compliance, is to bidder’s responsibility and required to be done at no additional cost to the bank.

Providing training to Bank’s designated personnel and also provide module wise user manual as well as administrative manual. Post implementation on-site support from the first quarter in which bank start to utilise the proposed software for creation and maintenance of the videos.

Incorporate changes in the system arising on impact arising on impact of amendments to regulator/bank’s policy at no additional cost and well within timeline stipulated by the regulator.

Provide complete documentation including logic used, empirical study done, methodology etc. as per regulatory and audit requirements.
3. Disaster Recovery Mechanism

- The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.
- The vendor needs to submit the technical architecture relating to data replication between primary and secondary site.
- The bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.
- The Application & Database should be sized for Active-Passive cluster at DC & Active-Passive cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

4. Training

The Bidder will be responsible for training the Bank’s employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:

a) Functionality available in the solution
b) Customization development
c) Parameterization
d) Impact analysis
e) System and Application administration
f) Log analysis and monitoring

Note: No. of Trainees per batch will be decided by the Bank.

The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Bank’s personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use.

- The following are the expectations with respect to OSD involvement during the contract period:
  - Review of Business Requirements Specification (BRS) document, taking into account all quantitative and qualitative aspects related to configuration of the solution from an industry leading practices perspective and in tune with regulatory/ statutory guidelines.
  - Review of solution architecture to assess the extent to which same will support business requirements and review gaps/ customizations, if any
  - Review of information requirements and supporting processes w.r.t completeness and quality
  - Review of functional configuration in database system by duly benchmarking against defined scope and business requirements
  - Review of test strategy, scenarios and test cases developed for supporting the configuration for conducting UAT of the solution configured
Review of UAT environment, plans, mapping of test cases and functional requirement specification and tracking mechanism for resolution of issues
Review transition plan and approach
At the time of operationalization of the system, hand holding support (One week) should be provided onsite by the vendor to the branch officials. No charges shall be payable to the vendor for this hand holding support. Training should include operational aspects trouble-shooting (admin functions, Q customization, MIS reports etc).

5. The Project scope includes

- Project Governance
- Port all existing interfaces with Bank’s internal and external systems
- Archival of data as per Archival policy of the bank, if required
- All MIS and Statutory report to be made available
- Implement all the functionalities as per signed off Requirements document.
- UAT support to Bank
- Conduct end user and trainer’s trainings for the Bank team covering functional and technical aspects.
- Provide all the training material, User Manuals, Configuration Manuals and Product manuals online and in hard copy.
- Provide post go live support to Bank team.
- Handover the setup to Bank support team.
- Bidder shall furnish teaming agreement with OSD for the above scope of work and submit the same as part of the bid. For above scope of work, OSD shall produce following deliverables in the course of implementation:
  - BRS Review report with recommendations for resolution of gaps across all modules.
  - Review Report on solution architecture and information requirements with recommendations for resolution of gaps.
  - Report on functional configuration check done containing with observations on UAT test strategy, cases and scenarios, UAT plan.

6. Support/Helpdesk Requirement

There should be at least 1 technical expert throughout the project period for tech support who is conversant with the proposed solution. The on-site support should extend to services like helpdesk, data backup, user management, database management/ maintenance, updation of data, maintaining integrity of data, loading application upgrades, technical support for ad-hoc queries, archival of data etc.
1. 8x6 online support facility through phone, email and SMS alerts by L1/ L2 / L3 support for the solution. The bank also has discretion to avail onsite support services whenever required without any cost.
2. Escalation process should be in place for unresolved issues.
3. The Vendor support staff should be well trained to effectively handle queries raised by the Bank customer / employees, etc.
4. The Vendor should have ability to generate MIS reports periodically for example: volume of calls / per day, resolution % per day etc.
5. The Vendor should provide cost of above mentioned support exclusive of software license cost.

6. The Vendor should have proven experience and expertise in providing 8x5 email/phone help desk support.

7. Performance Requirements
   - Average support call back time - 30 Minutes
   - Average Problem Response time - 4 Hours

7. Monitoring and Audit
Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The Vendor must provide the Bank access to various monitoring and performance measurement systems. The Vendor has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.

For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Vendor. These tools should be a part of the proposed solution.

All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements.

There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and time stamp.

8. Enterprise license on proposed Solution (Integrated Queue Management System)

The license for the solution to be Enterprise wide for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

Functional and Technical will done on following criteria as part of evaluation

*Please Note – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “No Marks (Not Supported / Unavailable)” in the Functional and Technical Scoring Sheet.*
Annexure 12–Service Levels

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/issue/defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/Govt. of India/regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Bank will consider business hours on all working days from 10.00 am to 5.00pm. For this purpose total elapsed time between receiving the break down message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. It should be made up within three hours of logging the complaint.

**Uptime percentage** - 100% less Downtime Percentage

**Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time** - 24 hours per day for seven days a week excluding planned downtime

**Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

<table>
<thead>
<tr>
<th>Uptime Percentage</th>
<th>Penalty Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>A &gt;= 99.5%</td>
<td>No Penalty</td>
</tr>
<tr>
<td>99.5% &gt; A</td>
<td>Penalty at an incremental rate of 1% of cost of monthly rental charges for every 0.1% lower uptime than the stipulated uptime i.e. 99.5%</td>
</tr>
</tbody>
</table>

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly Rental Charges and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.5% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favour of Bank of Baroda for the same within 15 days from the notice period from the Bank.

**Availability Service Level Default**

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.
PENALTY

a) FOR DELAY IN SUPPLY AN INSTALLATION
The complete Q- Management System with integrated digital signage system should be delivered and installed at the identified branch within 1 month of placement of order. A penalty of Rs. 500/- per week or part thereof per location shall be charged by the Bank in case of delay in installation with a maximum delay of 10 weeks. Beyond this Bank shall have the option of cancelling the order and/or forfeiting the EMD/invoking Bank guarantee unless delay is on the part of the bank or reasons beyond control of both vendor/bank.

b) FOR DELAY IN OPERATIONALIZATION
In case QMS is not operational for more than 3 hours during the branch public dealing hours on any day then no payment shall be made for that day and this amount shall be deducted on pro rata basis from the final payment of that month. In addition to above, if the machine remains non-functional beyond 24 hours from lodgment of complaint by the bank a penalty of 10% of monthly rentals will be levied for each day of failure beyond 24 hours provided that the total penalty (independent of non-payment monthly rental) in a month should not exceed the monthly rental payable.

c) DATA NOT PUSH ON CENTRAL SERVER
A penalty of Rs.500/- per day maximum upto monthly Rent shall be deducted, if QMS will not push daily data on Central Server beyond 3 days due to vendors fault in QMS.

- **Recovery of Penalty:** Amount of penalty will be recovered from vendor from pending payments / on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserve the right to invoke the Bank Guarantee for recovering the penalty amount.

Annexure 13 A – Commercial Bid for QMS units

<table>
<thead>
<tr>
<th>S No.</th>
<th>Particulars</th>
<th>Qty</th>
<th>Cost per unit / month</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong># # One time cost</strong> – LAN and electrical cabling for installing QMS units and Display unit</td>
<td>1200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Per month rental charges for all the components required for installation, maintenance and operationalization of Integrated Queue Management System which includes Token dispensing machine with TFT (SAW (Surface Acoustic Wave) Technology based screen of min 15 inch along with touch screen panels, minimum 32 inch TFT LED for displaying token number, associated software customized as per banks requirements, stationery and structured cabling (including electric cables), labour charges, etc.</td>
<td>1200</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL (TCO) per month</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Annexure 13 B – Commercial Bid for Central server

<table>
<thead>
<tr>
<th>S No</th>
<th>Particulars</th>
<th>Rental Cost per unit / month</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Per month rental charges for all the components required for installation, maintenance and operationalization of Central Enterprise Server (Rack Mountable Server to be installed in Bank’s Data Centre) for implementation of Integrated Queue Management System which includes Hardware/Software/RDBM/All associated License software for the following. Application Server and Database Server (at DC only)</td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>TOTAL (TCO) per month</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total of TCO (13A and 13B)</strong></td>
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</tbody>
</table>

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### Bank will exercise this option on need basis and case to case basis

**Note:**

a) * Enterprise License would mean License for Bank Branches in India

b) Optional items may or may not be ordered at bank’s discretion.

### General Terms & Conditions:

a. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.

b. The Service Charges need to include all services and other requirement as mentioned in the RFP.

c. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

d) All qty mentioned are for whole contract period of 1 year. The qty mentioned against all items are approximate & tentative in nature which will be considered for arriving at TCO for all evaluation purposes. However Bank may or may not order any no. of these quantities during the tenure of the 1 Year Contract Period at its own discretion.

e) For each of the above items provided, vendor is required to provide the cost for every line item where the vendor has considered the cost.

f) All the commercial value should be quoted in Indian Rupees & shall be all inclusive of taxes excluding GST. GST will be paid extra as per actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

g) If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
h) All deliverables to be supplied as per tender requirements provided in the tender.
i) The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
j) Bank will deduct applicable TDS, if any, as per the law of the land.

*Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.*

Authorized Signatory
Name:  
Designation:  
Vendor’s Corporate Name:  
Co. Seal

### Annexure 14A – Masked Commercial Bid

<table>
<thead>
<tr>
<th>S No.</th>
<th>Particulars</th>
<th>Qty</th>
<th>Cost per unit / month</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong># # One time cost</strong> – LAN and electrical cabling for installing QMS units and Display unit</td>
<td>1200</td>
<td>XXXXX</td>
<td>XXXXX</td>
</tr>
<tr>
<td>2</td>
<td>Per month rental charges for all the components required for installation, maintenance and operationalization of Integrated Queue Management System which includes Token dispensing machine with TFT (SAW (Surface Acoustic Wave) Technology based screen of min 15 inch along with touch screen panels, minimum 32 inch TFT LED for displaying token number, associated software customized as per banks requirements, stationery and structured cabling (including electric cables), labour charges, etc.</td>
<td>1200</td>
<td>XXXXX</td>
<td>XXXXX</td>
</tr>
<tr>
<td></td>
<td>TOTAL (TCO) per month</td>
<td></td>
<td>XXXXX</td>
<td>XXXXX</td>
</tr>
</tbody>
</table>

### Annexure 14 B – Masked Commercial Bid for Central server

<table>
<thead>
<tr>
<th>S No.</th>
<th>Particulars</th>
<th>Rental Cost per unit / month</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Per month rental charges for all the components required for installation, maintenance and operationalization of Central Enterprise Server (Rack Mountable Server to be installed in Bank’s Data Centre) for implementation of Integrated Queue Management System which includes Hardware/Software/RDBM/All associated License software for the following.</td>
<td>XXXXX</td>
<td>XXXXX</td>
</tr>
</tbody>
</table>
### Bank will exercise this option on need basis and case to case basis

#### Note:
- a) * Enterprise License would mean License for Bank Branches in India
- b) Optional items may or may not be ordered at bank’s discretion.

**General Terms & Conditions:**
- a. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- b. The Service Charges need to include all services and other requirement as mentioned in the RFP.
- c. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- d) All qty mentioned are for whole contract period of 1 year. The qty mentioned against all items are approximate & tentative in nature which will be considered for arriving at TCO for all evaluation purposes. However Bank may or may not order any no. of these quantities during the tenure of the 1 Year Contract Period at its own discretion.
- e) For each of the above items provided, vendor is required to provide the cost for every line item where the vendor has considered the cost.
- f) All the commercial value should be quoted in Indian Rupees & shall be all inclusive of taxes excluding GST. GST will be paid extra as per actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- g) If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- h) All deliverables to be supplied as per tender requirements provided in the tender.
- i) The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- j) Bank will deduct applicable TDS, if any, as per the law of the land.

*Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.*

Authorized Signatory
Name:
Designation:
Vendor’s Corporate Name:
Co. Seal

<table>
<thead>
<tr>
<th>Application Server and Database Server (at DC only)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL (TCO) per month</td>
<td>XXXXX</td>
<td>XXXXX</td>
</tr>
<tr>
<td>Grand Total of TCO (13A and 13B)</td>
<td>XXXXX</td>
<td>XXXXX</td>
</tr>
</tbody>
</table>
Annexure 15 - Performance Guarantee

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

General Manager
Project Navoday
Bank of Baroda,
Dena Corporate Center, 6th Floor,
Bandra Kurla Complex,
Mumbai 400051

WHEREAS M/s …………………………………………… (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at ………………… (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. ………………………………… dated ……………………… (hereinafter referred to as “PO”) for ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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may be claimed by you on account of breach on the part of the Bidder of their obligations or
default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that
your decision as to whether the bidder has committed any such breach/ default or defaults
and the amount or amounts to which you are entitled by reasons thereof will be binding on
us and we shall not be entitled to ask you to establish your claim or claims under Bank
Guarantee, but will pay the same forthwith on your demand without any protest or demur.
Any such demand made by Bank of Baroda shall be conclusive as regards the amount due
and payable by us to you.

3. This Bank Guarantee shall continue and hold good until it is released by you on the
application by the Bidder after expiry of the relative guarantee period provided always
that the guarantee shall in no event remain in force after ........................................ (date) without
prejudice to your claim or claims arisen and demanded from or otherwise notified to us in
writing before the expiry of the said date which will be enforceable against us notwithstanding
that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities
under this Bank Guarantee from time to time to vary any of the terms and conditions of the
PO and RFP or extend the time of performance of the contract or to postpone for any time
or from time to time of your rights or powers against the bidder and either to enforce or
forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not
be released from our liability under Bank Guarantee by exercise of your liberty with reference
to matters aforesaid or by reason of any time being given to the bidder or any other
forbearance, act or omission on your part or any indulgence by you to the bidder or any other
act, matter or things whatsoever which under law relating to sureties, would but for the
provisions hereof have the effect of so releasing us from our liability hereunder provided
always that nothing herein contained will enlarge our liability hereunder beyond the limit of
Rs. ...................(Rupees..........................) only) as aforesaid or extend the period of the guarantee beyond the said .................... (date) unless
expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any
securities from the bidder or any other person, firm or company on its behalf or by the winding
up, dissolution, insolvency or death as the case may be of the bidder.

6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as
if we were your principal debtors in respect of all your claims against the bidder hereby
guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship
and other rights, if any, which are in any way inconsistent with any of the provisions of Bank
Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all
your claim or claims against the bidder from time to time arising out of or in relation to the
PO and RFP and in respect of which your claim in writing is lodged on us before expiry of
Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier,
telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall
be deemed to have been given when the same has been posted.

9. The Bank Guarantee and the powers and provisions herein contained are in addition to
and not by way of limitation of or substitution for any other guarantee or guarantees hereto
before given to you by us (whether jointly with others or alone) and now existing uncancelled
and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or
guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.

13. Notwithstanding anything contained herein above;
   a. our liability under this Guarantee shall not exceed Rs. ......................./- (Rupees ..................................................only)
   b. this Bank Guarantee shall be valid and remain in force upto and including the date .............. and
   c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

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

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER

2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.1 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.

2.2 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 disfavour to any person in relation to the contract or any other contract with the Government.

2.3 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.

2.4 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or Bidder 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, Bidder or company in respect of any such intercession, facilitation or recommendation.

2.6 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.

2.7 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.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
2.9 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.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 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 Bidder, the same shall be is closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 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.

3 Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

4.1 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 Nationalised 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).

4.2 The Earnest Money/Security Deposit shall be valid upto a period of 5 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.

4.3 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.
4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance 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.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, 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 utilised to recover the aforesaid sum and interest.

5.1.5 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.

5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance 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.

5.2 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.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services 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 / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Independent Monitors

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. (Name: Mr. Shirish Balakrishna Agarkar (email id: agarkar.bob1@gmail.com))

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER | BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

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

9 Law and Place of Jurisdiction

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

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

11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 3 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.

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

12. The parties hereby sign this Integrity Pact at _______ on ______

BUYER

Name of the Officer: ____________________________
Designation:______________________________
Witness
1. ____________________________
2. ____________________________

BIDDER

Chief Executive Officer

Name of the Officer: ____________________________
Designation:______________________________
Witness
1. ____________________________
2. ____________________________
Annexure 17 – Undertaking of Authenticity

To

__________________________

Sub: Undertaking of Authenticity for Hardware & Software Supplies

Ref: BOB: ______________________ dated:

With reference to the equipment being quoted to you vide our Quotation No: _____, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorised License Certificate (eg Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

4. In case of default and we are unable to comply with above at the time of delivery or during installation, for the Hardware / Software already billed, we agree to take back the Hardware without demur, if already supplied and return the money if any paid to us by you in this regard.

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ...... day of ..................2019

(Signature) ____________________________ (Name) ____________________________ (In the capacity of)

Duly authorized to sign Bid for and on behalf of
Annexure 18 – Format of Completion Certificate

PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BRANCH POST 30 DAYS OF SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE INTEGRATED QUEUE MANAGEMENT SYSTEM

Date:  
M/s.  

Sub: Certificate of commissioning of Solution  
1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

a) Bid No. . dated  
b) Description of the Solution  
c) Quantity  
d) Date of commissioning  
e) Date of acceptance test  

2. Details of products not yet supplied and recoveries to be made on that account:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Amount to be recovered</th>
</tr>
</thead>
</table>

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Product.  
4. The vendor’s engineer has given training for 7 full working days to branch staff and customers.  
5. The Integrated Queue Management System at the branch has functioned satisfactory for 30 days post installation.  
6. The Vendor has fulfilled his contractual obligations satisfactorily*  
or  
The Vendor has failed to fulfill his contractual obligations with regard to the following:
7. The amount of recovery on account of non-supply of Products is given under Para No. 2.

8. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

9. Signature

________________________
Name  Designation with stamp

Explanatory notes for filling up the certificates:

(a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
(b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
(c) Training of personnel has been done by the Vendor as specified in the contract.
(d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

..........................................................................................................................................................................................................................................................
Annexure 19 – Reference Details

To

General Manager
Project Navoday
Bank of Baroda,
Dena Corporate Center, 6th Floor,
Bandra Kurla Complex,
Mumbai 400051

Dear Sir,

We give hereunder the details of the references whom the Bank may contact for getting any details of the project implemented in their organization.

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Reference 2</th>
<th>Reference 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Bank/Client (with whom the Bank may interact for obtaining references)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address of the Bank/Client</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Details (At least two contacts are to be provided for each reference)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Designation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landline no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile no</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail id</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact 2</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Designation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landline no.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile no.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail id</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services started from</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brief details of the Services provided</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yours faithfully,

SIGNATURE
Annexure 20 – DETAILS OF ORGANISATION

PART “I”

I. General Information:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name and address of the Bidder</td>
</tr>
<tr>
<td>2.</td>
<td>Contact Person</td>
</tr>
<tr>
<td>3.</td>
<td>(a) Telephone :</td>
</tr>
<tr>
<td></td>
<td>(c) Fax :</td>
</tr>
<tr>
<td>4.</td>
<td>Place of incorporation/registration</td>
</tr>
<tr>
<td>5.</td>
<td>Year of incorporation /registration</td>
</tr>
<tr>
<td>6.</td>
<td>Type of organization (whether company/ sole proprietor/ partnership/ private, etc.)</td>
</tr>
<tr>
<td>7.</td>
<td>Main lines of business</td>
</tr>
<tr>
<td>8.</td>
<td>Allied / Ancillary Business</td>
</tr>
<tr>
<td>9.</td>
<td>Location/s of manufacturing units</td>
</tr>
<tr>
<td>10.</td>
<td>Whether premises is own/ leasehold/ rented, furnish details</td>
</tr>
<tr>
<td>11.</td>
<td>Staff Strength as on 31-03-2019</td>
</tr>
</tbody>
</table>

II. Key Personnel of the Organization:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Designation</th>
<th>Since When</th>
<th>Qualification</th>
<th>Professional Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

III. Name and address of Owners/Partners/Directors:
IV. Other important information (Furnish the required details, wherever applicable):

a) Were you ever required to suspend / terminate the similar activity/ services before completion of the tenure of the contract by any organization/ Bank? If so, give details.

b) Have you ever left any services offered to you incomplete? (If so, give details and reasons for not executing the orders).

c) Has your firm been debarred or Black listed for tendering in any organization? If so, give details.
PART “II”

FINANCIAL INFORMATION:

Name of Bidder:

1. General:

<table>
<thead>
<tr>
<th>Name of Banker</th>
<th>Telephone</th>
<th>Contact person and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Banker</td>
<td>Fax</td>
<td>Mobile</td>
</tr>
</tbody>
</table>

Financial information

Previous three financial years (Rs. **In Crores**)

<table>
<thead>
<tr>
<th>2015-16</th>
<th>2016-17</th>
<th>2017-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Net Worth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Working Capital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Total Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Current Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Total liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Current liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Profits before taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Profits after taxes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Copies of the audited financial statements with profit and loss accounts for the last 3 years to be attached.

2. Turn-over:

<table>
<thead>
<tr>
<th>Annual Turnover Data for last three years</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year</strong></td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>2015 – 2016</td>
</tr>
<tr>
<td>2016 – 2017</td>
</tr>
<tr>
<td>2017 – 2018</td>
</tr>
</tbody>
</table>

Note: All individual companies must complete the information in this form. The information supplied should be the annual supply turnover in terms of the amount billed to clients for each year for works executed during each of the last 3 years.
3. Source of Financing:

<table>
<thead>
<tr>
<th>Source of Financing</th>
<th>Amount (RS.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>
1. Certificates:

<table>
<thead>
<tr>
<th>CERTIFICATE</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISO- (Mandatory)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax registration, GST Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valid ESIC, PF, Prof Tax Certificate, Income Tax PAN / TIN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any Other certificate required as a part of Regulatory guidelines/compliance.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Provide details & attach attested copies of relevant documents for items answered ‘Yes’ above.

2. Experience record in QMS related supply, installation and maintenance services to top 5 Customers:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Nature of work</th>
<th>Name of the Bank/Organisation</th>
<th>Service being provided and volumes handled</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Provide copies of work orders and proof of supply and quantity supplied/ personalized. Work orders and proof of orders will be verified, if required.

3. Equipment available for undertaking the services requested under this RFP:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Equipment details (make, model, year of purchase etc.)</th>
<th>Number of machines</th>
<th>Monthly capacity</th>
<th>Any other detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
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<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. Eligibility Criteria compliance and relevant proof for reply with ‘YES’

<table>
<thead>
<tr>
<th>S. No</th>
<th>Eligibility Criteria</th>
<th>Complied (Yes/No)</th>
<th>Supporting Required</th>
<th>Complied (Yes/No)</th>
<th>Supporting Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Bidder must be a Government Organization / PSU / PSE / LLP or private / public limited company in India at least for the last 3 years.</td>
<td></td>
<td>Certificate of Incorporation/ Certificate of commencement and other relevant documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) for last 5 years</td>
<td></td>
<td>Letter of confirmation from Bidder.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.</td>
<td></td>
<td>Letter of confirmation from Bidder.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.</td>
<td></td>
<td>Letter of confirmation from Bidder.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B Financial</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>The Bidder must have registered turnover of Rs.5 Crore or above (from Indian Operations only) in each year during the last three completed financial years 2015-16, 2016-17 and 2017-18. The turnover must be specific to Queue Management System</td>
<td></td>
<td>Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2015-16, 2016-17 and 2017-18 with a positive networth</td>
<td></td>
<td>Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### A. Technical

1. The Bidder should be an OEM or authorized partner of OEM for supply of the equipment, licenses and solution implementation and maintenance support under warranty / AMC / ATS for the system. Letter of confirmation from OEM need to be submitted.

2. If OEM is bidding directly they cannot submit another bid with any Bidder. Letter of confirmation from OEM in case if OEM is bidding directly

### D. Experience & Support Infrastructure

1. The proposed System/Solution should has been implemented in at least one Commercial Banks / Financial Institutions in India in last 3 Years with an active concurrent installed base of more than 500 units in at least one bank. Details needs to be submitted in the format specified in RFP Annexures along with Documentary Proof of order / contract copy / customer credentials.

2. Bidder should have support offices in Mumbai and at least 25 other major centers. In case support office of the bidder is not present, then an undertaking to be provided by the Bidder stating that support would be provided by the bidder within one month of Bank’s intimation. Letter of confirmation

7. The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank’s notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.
We confirm having complied with all the prescribed eligibility criteria of the RFP.

Yours faithfully,

**SIGNATURE**

*Name & Designation, seal of the firm*

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 clearly mentioning the services provided, period and the quantity supplied must 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.

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

**PART “IV”**

**DECLARATION**

I / We, the undersigned, do hereby declare that the statements made in the pre-qualification questionnaire forms and in the required attachments are true and correct.

The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Bank of Baroda to verify this Statement or regarding competence and general reputation of our company.

While submitting this bid, we certify that:

1) Price in the bid has been arrived at without agreement with any other bidder of this RFP for restricting competition.
2) We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
3) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
4) The rates quoted by us in the commercial bid, cover all the activities as defined in the RFP and subsequent pre-bid clarifications / modification/ revisions advised by Bank of Baroda in writing, without any exception.

We undertake to comply with the terms and conditions of the RFP and subsequent pre-bid clarification / modifications / revisions advised by Bank of Baroda in writing.

We also accept that in the event of any information / data / particulars provided by us proving to be incorrect, Bank will have the right to disqualify us from the bid/ cancel the order at any stage.

We understand that Bank may reject any or all of the offers without assigning any reason whatsoever.

________________________________________

(Signed by an Authorized Officer of the Company)

____________________

(Title of Officer)

(Name of Company)

(Date)
## Annexure 21: Indicative Specification

<table>
<thead>
<tr>
<th>HARDWARE SPECIFICATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>System</strong></td>
<td></td>
</tr>
<tr>
<td>Processors</td>
<td>Intel Core i3</td>
</tr>
<tr>
<td>Chipset</td>
<td>H61/81</td>
</tr>
<tr>
<td>Memory</td>
<td>4GB</td>
</tr>
<tr>
<td>Storage</td>
<td>500GB</td>
</tr>
<tr>
<td>OS</td>
<td>Win 10Pro</td>
</tr>
<tr>
<td><strong>Kiosk Display</strong></td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td>Touch Screen</td>
</tr>
<tr>
<td>Size</td>
<td>18.5&quot;</td>
</tr>
<tr>
<td>Resolution</td>
<td>1920 x 1080</td>
</tr>
<tr>
<td>Brightness</td>
<td>200 cd/m²</td>
</tr>
<tr>
<td>Touchscreen</td>
<td>P-CAP</td>
</tr>
<tr>
<td><strong>Interface</strong></td>
<td></td>
</tr>
<tr>
<td>Display</td>
<td>LED</td>
</tr>
<tr>
<td>USB</td>
<td>4 port</td>
</tr>
<tr>
<td>PS/2</td>
<td>1 (Reserved for Keyboard or Mouse)</td>
</tr>
<tr>
<td>Serial</td>
<td>NA</td>
</tr>
<tr>
<td>LAN</td>
<td>Gigabit Ethernet, RJ-45</td>
</tr>
<tr>
<td>Audio</td>
<td>1 x Line Out, 1 x Mic-in</td>
</tr>
<tr>
<td>Power DC-IN1 x 3 Pin Connector</td>
<td></td>
</tr>
<tr>
<td><strong>Printer</strong></td>
<td></td>
</tr>
<tr>
<td>Thermal Printer</td>
<td>80 mm Thermal Printer</td>
</tr>
<tr>
<td>Mounting</td>
<td>Wall Mount</td>
</tr>
<tr>
<td><strong>Power</strong></td>
<td></td>
</tr>
<tr>
<td>Power Supply</td>
<td>Adaptor 24V,5A</td>
</tr>
<tr>
<td><strong>Physical &amp; Environmental</strong></td>
<td></td>
</tr>
<tr>
<td>Operating Temperature</td>
<td>0 degree C~ 50 degree C at 10% to 80% Humidity</td>
</tr>
<tr>
<td>Storage Temperature</td>
<td>Min. -20 degree C~ 50 degree C at 10% to 80% Humidity</td>
</tr>
</tbody>
</table>