



REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF COURIER/ LOGISTIC COMPANIES DEALING IN
COURIER SERVICES FOR
DISTRIBUTION OF DEBIT CARDS
PAN INDIA

Bank of Baroda
Digital Banking Department,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102
RFP Reference Number: BCC:DB:DC:111:05
Dated: 09.07.2019

Important Dates/ Schedule of activities

Sr.	Particulars	Date and Time
1	Name of work	Empanelment of courier/ logistic companies dealing in courier services for Distribution of debit cards- PAN India
2	RFP issuance date	09.07.2019
3	Last date of submission of any query /reporting any error	15.07.2019
4	Pre-bid meeting date	17.07.2019 at 3.00 PM
5	Last date of submission of BIDs	30.07.2019
6	Earnest Money Deposit(EMD)	Rs.1,15,00,000/- (Rupees One crore Fifteen Lacs only)
7	Date of opening of Eligibility cum Technical Bid Venue	Bank of Baroda Digital Banking Department, 5 th Floor, Baroda House, Behind Dewan Shopping Centre, S V Road, Jogeshwari (West) Mumbai – 400 102
8	Announcement of technical bid qualifiers and opening of commercial bid	Bank shall advise the technically qualified bidders indicating the date, time and place for opening of the Commercial bids
9	Opening of Financial Bid	To be intimated separately to the qualified bidders.

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

Eligibility cum Technical bids will be opened in the presence of the bidder's representatives who choose to attend the opening of eligibility cum technical bid. No separate communication shall be sent in this regard. Subsequently, the Bank will evaluate the eligibility cum Technical Bids and the bidders shall be suitably intimated about outcome, after evaluation.

Commercial bids will be opened in the presence of the bidder's representatives, desirous to attend and are found qualified upon evaluation of the eligibility and technical bid by Bank.

Important Clarifications:

1. 'Bank' means 'Bank of Baroda' & its associate/ joint venture/subsidiaries/RRBs/Amalgamated Banks
2. 'Vendor' or 'Bidder' means the selected bidder of the RFP.
3. 'RFP' or 'Tender' means this Request for Proposal.
4. 'Recipient' or 'Respondent' or 'Bidder' means who responds/submits BID in response to this RFP issued by Bank.
5. Proposal/Bid/Offer means response to RFP document submitted by Recipient to the Bank

Abbreviations:

Abbreviation	Expansion
BOB	Bank of Baroda
EMD	Earnest Money Deposit / Bid Security
INR	Indian Rupee
SLA	Service Level Agreement
NDA	Non-disclosure Agreement

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.

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Section 1: Introduction and Disclaimer

1.Introduction

Bank of Baroda along with its amalgamated Banks (i.e. Vijaya Bank and Dena Bank), Regional Rural Banks (RRB) and Bank's overseas territories have been issuing the debit cards to its customers under various schemes such as VISA, MasterCard and RuPay (National Payment Corporation of India -NPCI). Our customers enjoy benefit from wider geographical reach with access to over 24000+ touch points which includes access to network of 9500+ branches, 13,400+ATMs and 1200+ e-Lobbies.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda in **Selection of Vendor for Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA** as mentioned per Terms and Conditions, Technical Specifications and Scope of work described in the document.

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

1.1.Information Provided

The RFP document contains statements derived from information believed to be reliable at the date obtained; but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the Courier Services. Neither the Bank nor any of its employees, agents, contractors or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this RFP document.

1.2.Recipients

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

1.3. Confidentiality

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

1.4.Disclaimer

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its officers, employees, contractors, agents and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents or advisors.

The Bank and its officers, employees, contractors, agents and advisors disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or

not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

1.5.Costs Borne by Respondents

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

1.6.No Legal Relationship

No binding legal relationship will exist between any of the Respondents and the Bank until execution of a contractual agreement by duly authorized signatory of the Bank and the bidder.

1.7.Recipients' Obligation to Inform Itself

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

1.8.Evaluation of Offers

Indicative evaluation process has been specified in Section 4 of this document. However, as a condition of responding, each Recipient acknowledges and accepts that the Bank in its absolute discretion may apply whatever selection criteria it deems appropriate in finalizing the vendor.

1.9. Contractual commitment

Should the Recipient be awarded the contract, the contents of its Response to RFP, including any material submitted in the Response to RFP, will be incorporated by reference or integrated as obligations in the formal Service contract and / or Service Level Agreement (SLA), to be drafted by Bank.

1.10.Code of Conduct

It is the objective of Bank of Baroda to obtain the best services possible by giving fair and impartial consideration to all recipients invited to accept RFP for submitting Response to RFP. Every potential Recipient will be considered on fair and equal basis.

1.11.Errors and Omissions

Each Recipient should notify the Bank of any error, omission or discrepancy found in this RFP document. Notification should be made to contact details provided in Section 2.1.n–Clarification on RFP document.

1.12.Acceptance of Terms

The purpose of this RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential Bidders, Bank acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Bank. Bank reserves the right to provide such additional information/ clarification at its sole discretion either one to one basis to the bidder or clarify it to all the potential bidders as deem fit. In order to respond to the RFP, if required, and with the prior permission of Bank, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Bank makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim by any bidder or any potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend, replace, modify or supplement the information given in the RFP and specify additional requirements or cancel the RFP at any time without assigning any reason thereof and without any prior notice.

The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.

It is the Bidder's responsibility to:

- properly understand and examine the RFP;
- examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- satisfy itself as to the completeness, correctness and sufficiency of its response;

A recipient will, by responding to the Bank's RFP with a submission, be deemed to have accepted all the Terms & Conditions as stated in this RFP document in totality without any condition whatsoever.

1.13. Information Confidentiality

The information contained in this RFP is strictly confidential. The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Bank shall be subject to the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

1.14. Disqualification

Any form of canvassing/lobbying/influencing/cartelization, etc. by the Bidder may result in disqualification of such Bidder.

Section 2: Lodgment of RFP

The response to RFP shall contain the following envelopes (as per Annexure A & G) separately:

1. First envelope “**Eligibility cum Technical Proposal**”
2. Second envelope “**Commercial Proposal**”

All the aforesaid documents are to be submitted at once at the time of Bid submission. A submission in a different manner, including a submission through Fax or Email, will not be accepted by the Bank and will be summarily rejected.

2.1.RFP Response guidelines

- a) All responses received after the due date/time would be considered late and are liable to be rejected.
- b) All bid responses should be in English language.
- c) All responses including commercial and technical bids would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder.
- d) Bidders 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.
- e) Any Eligibility cum technical or commercial bid, submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- f) The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, receives a written notice of the modification and revised bid or withdrawal for submission of offers.
No offer can be modified/ withdrawn by the bidder, subsequent to the closing date and time for submission of offers.
- g) By submitting a proposal, the Bidder agrees to promptly enter into an agreement with Bank for any work awarded to the Bidder. Failure on the part of the selected Bidder to execute a valid agreement with Bank within 15 days of receiving the work order will relieve Bank of any obligation to the Bidder, and the Bank will be at liberty to select another Bidder based on the selection process of Bank.
- h) By submitting the bid, the Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all utilities, manpower to be deployed by bidder in response to this RFP shall meet the proposed Service requirements of the Bank and industry standards. 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 Bank. The Bidder also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the selected Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Bank expects the selected Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.
- i) All RFP response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.

- j) Erasures or Alterations – The offers containing erasures or alterations may not be considered. Unavoidable corrections or alterations, if any, should be authenticated. In case of the corrections/alteration are not properly authenticated, the offer shall be rejected.
- k) There should be no hand-written material, corrections or alterations in the offer. Requested details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual/ annexure” is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

l) Numbering of Pages

All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a serial along with proper index. The numbering shall be done separately for Eligibility cum Technical Bid and Commercial Bid/s, and not section-wise.

m) Authorized Signatory

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory will authenticate under his/her sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.

n) Clarification on RFP Document

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all requirements/ specifications/conditions/intent of RFP.
2. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP, prior to finalizing their responses. All questions are to be submitted to the Bank at e-mail address cm.drcardissuance@bankofbaroda.com , not later than the query submission date mentioned in this RFP and as advised by Bank from time to time.
3. The Bidder in all such cases must seek clarification in writing in the same serial order as that of RFP by mentioning relevant page number and clause number of RFP on or before the timeline prescribed in this RFP under “Schedule of activities”

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

The Assistant General Manager (Digital Banking Department)

**Bank of Baroda,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
MUMBAI - 400 102**

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

1. Name of the Respondent/Bidder:
2. Date :
3. Contact Person from Respondent/Bidder in case of need:
Name:
Designation:
Email ID:
Tel / Mobile No:

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

All queries/clarifications requested must be in writing and should be forwarded by the authorized person of bidder in the above format in MS-EXCEL work book. The queries to be e-mailed to: **cm.drcardissuance@bankofbaroda.com** with the queries enclosed as attachment in above mentioned format.

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

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

o) Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of submission of bids to the Bank.

p) Submission of Bids

1. The response should be submitted on or before the last date & time of submission mentioned in "Schedule of Activities". If the last date of submission of RFP response is declared as a holiday for any reason then the last date for submission of RFP response will fall on the next working day. Documentary proof, wherever required, in terms of the RFP should be enclosed.
2. The Bids / Proposals should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the details in prescribed formats duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of details. The proposal must be submitted in an organized and structured manner and no brochures/leaflets etc. should be submitted in loose form.
3. All envelopes should be securely sealed and stamped.
4. For participation in the opening of eligibility cum technical and commercial bid, the Bidders' representatives are required to carry authorization letter from their authorized signatories, if the person attending the bid opening process is other than the authorized signatory.
5. The bid should constitute two separate parts. The response should be organized and submitted in the following manner:

Part I - Eligibility cum Technical Bid:

The Eligibility cum technical Bid containing the response to requirements for the services and other applications is to be sealed in a separate Envelope super scribed on the top of the cover as "**Eligibility cum Technical bid for Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA**"

Eligibility cum Technical Bid must contain hardcopies of:

1. Duly filled in Covering letter, eligibility criteria compliance, other information as detailed in Annexure A including supporting credentials/ letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance. Non-compliance of even one condition mentioned in the eligibility criteria may render the bid ineligible. Hence, Bidder is required to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details

mentioned in Annexure A. In case any credential detail mentioned in Annexure A is not accompanied by relevant proof documents, the said Bid offer will not be considered for evaluation. There is no restriction on the number of credentials a Bidder can submit.

2. This bid must contain **Demand Draft of Rs. 25,000 (Rupees Twenty Five thousand only) towards application fee (non-refundable).**
3. Reference Details - Annexure B
4. Compliance of RFP terms and conditions -Annexure C
5. The bidder will have to deposit EMD of Rs.1,15,00,000/- (Rupees One crore Fifteen Lacs only) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of “Bank of Baroda” payable at Mumbai or Bank Guarantee in favour of Bank of Baroda issued by a reputed scheduled commercial Bank in India (other than Bank of Baroda) as per the format provided in Annexure “ D ” and valid for 180 days from the last date of submission of the bid along with “Technical Bid” envelope.
6. Integrity Pact (IP) as per Annexure E which will be also signed by Bank’s representative.
7. Non-Disclosure Agreement (NDA) as per annexure F.
8. Letter with details of authorized signatories/Power of Attorney’s in the name of the authorized signatories who can represent Bidder with regard to the obligations under the RFP or contract.
9. Unpriced Commercial template as per annexure G: The Bidder should also include the masked (without prices) commercial bid in the Eligibility cum technical bid. The masked commercial bid which would be submitted as part of the Eligibility cum Technical bid should contain price "XX" instead of actual price for all the line items. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not the Pro-forma/format of the Commercial Offer as per Annexure G in the RFP.
10. **Under any circumstances the actual commercial bid (without masking) should not be kept in Eligibility cum Technical Bid Covers. The placement of hard copy of commercial bid in eligibility cum technical bid covers will make the bid liable for rejection.** However, commercial bid with duly masked prices need to be placed in technical bid.

*Electronic copy in (1)Microsoft Office on CD and (2) Adobe .pdf non-editable / password protected on CD) must be submitted to the Bank in a sealed master envelope superscribing “**Selection of Vendor for Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA**” along-with the complete set of hardcopy.*

It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation and final selection. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its absolute discretion.

Part II – Commercial Proposal

The bidder will be required to submit commercial bids as a part of the bid submission. The Commercial Bid containing the response sealed in a separate Envelope superscripted on the top of the cover as “**Commercial Bid for Selection of Vendor for Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA**” as per annexure G.

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

1. The best and firm price should only be quoted (as per annexure G)
2. The Bidder must quote commercials in Indian Rupees ('INR') only up to maximum three decimal places. Bids in currencies other than INR may not be considered.
3. The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of offer document to the Bank.
4. The price must be quoted per unit basis with applicable taxes extra in the format provided in Commercial Bid.
5. There will be no price escalation 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.
6. The price should be uniform throughout the tenure of the contract. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
7. The Bidders are required to quote for all the line items as per annexure G (Commercial Bid).
8. The Bank ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidders.
9. It will be responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time. All taxes should be mentioned at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such supply /services may entail rejection of the Bidder's proposal.
10. Please note other important clauses of this RFP while quoting for the services requested.
11. The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder;
12. Any contradictory information, conditional pricing, exclusion of any item in TCO (Total Cost of Ownership) computation or error in computation may lead to summary disqualification of the bid as per sole discretion of Bank.
13. Final contract will be awarded as per the Public Procurement of Govt of India (Preference to Make in India) order on dated 15th June 2017 issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (reference no. P.45021/2/2017-B.E.-II).

q) Overall Bid

1. The separately sealed envelopes containing Eligibility cum Technical Bid and Commercial Bid shall be submitted in another single sealed envelope super-scribed on the top of the envelope as: **“Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA”** against **RFP No BCC:DB:DC:111:05 dated 08/07/2019**

All the envelopes should have the following information on the front side:

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

2. The sealed bid documents should be addressed and submitted to:
The Assistant General Manager (Digital Banking Department)
Bank of Baroda
5th Floor, Baroda House, Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West), Mumbai – 400 102
Bids submitted anywhere else would be liable for rejection.
3. The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.

Please note that in the following cases Bank in its absolute discretion may reject the Bids:

1. Submission of Bid after the time stipulated in this RFP Document.
2. Misleading/incomplete information or documentation
3. Bid submission without bidder's name
4. Price information provided anywhere other than 'Commercial Bid'
5. Improper Demand Draft/ Banker's Cheque for Application Fee or Bank Guarantee for Bid Security
6. Any conditional offer or assumption with or without information to the Bank
7. Envelopes are not in order as per requirement specified in this document
8. Bidder is not meeting eligibility or technical criterion specified in this RFP
9. Bid submission through Fax or email
10. Submission of more than one bid. In case, bidder submits more than one bid, all the bids submitted by the bidder shall be disqualified

2.2.Related Parties

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

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

2.3.Registration of RFP Submission

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

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

2.4.Late RFP Submission

On-time submission of responses is strongly encouraged and recommended. RFP responses received after the deadline for lodgment of RFPs, however before scheduled opening time of Eligibility cum Technical Bid shall be documented by the Bank and may be considered and evaluated/rejected at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. However, the Bank has no

obligation to accept or act on any reason for late response.

The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

2.5. Notification

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

Section 3

3.1. Bid Security, Cost of RFP, Performance Bank Guarantee

3.1.1. Bid Security/Earnest Money Deposit(EMD)

Bidder shall furnish, as part of its bid, a bid security/EMD for an amount of Rs 1,15,00,000/- (Rupees One Crore Fifteen Lacs Only), in the form of DD/ Bankers' Cheque in favour of Bank of Baroda payable at Mumbai or Bank Guarantee in favour of Bank of Baroda issued by a reputed scheduled commercial bank in India (other than Bank of Baroda) as per the format provided in Annexure D and valid for 180 days from the last date of submission of the bid. Offers Not Accompanied With Prescribed EMD Will Be Ignored Straightway.

1. Bid security should be enclosed in original with the "Eligibility cum Technical Bid".
2. The successful bidder's bid security shall be discharged upon the bidder signing the contract and furnishing the performance guarantee. Unsuccessful Bidder's bid security shall be returned as promptly as possible as but not later than 60 days after the declaration of the successful bidder.
3. No interest shall be payable on bid security amount.

The bid security may be forfeited:

The amount of bid security would be forfeited in following scenarios:

- a) If a bidder withdraws its bid during the period of bid validity and after last date of submission for the Bid for any reason whatsoever; or
- b) In case of the successful bidder fails to accept and sign the agreement/ contract within the stipulated timeline for any reason whatsoever; or
- c) In case of the successful bidder fails to furnish performance guarantee within the stipulated time and valid till the end of contract period plus six months

3.1.2. Cost of RFP (Application money/ Bid fee)

The RFP is available on Bank's website, www.bankofbaroda.com and can be downloaded. The price of bid document shall have to be submitted separately in the form of a Demand Draft / Banker's Cheque for Rs. 25,000/- in favour of Bank of Baroda payable at Mumbai at the time of submission of the bid as part of the eligibility cum technical bid.

3.1.3. Exemption for application fees and EMD:

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating and finalising the tender. 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.

3.1.4. Performance Bank Guarantee

Successful bidder has to furnish a Performance Bank Guarantee / Security Deposit of 10% of the contract value awarded to the selected bidder issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour of Bank of Baroda. The Guarantee shall be valid for the entire period of contract and 6 months thereafter should be furnished before commencement of the work by the Bidder.

If the Performance Bank Guarantee is not submitted within 45 days of the receipt of work order, Bank reserves the right to cancel the work order.

The Security Deposit/ Performance Bank Guarantee shall not carry any interest.

The validity of Security Deposit/ Performance Bank Guarantee shall be up to the completion period as stipulated in the Letter of Intent/Work Order/Purchase Order and the same shall be kept valid till the acceptance of final Bills of the Bidder, by Bank of Baroda.

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

In case Successful Bidder fails to perform as per the contract or any penalty levied by any regulatory agency for non-compliance of any provision, Bank shall invoke the Performance Bank Guarantee without notice or right of demur to recover penalty/ liquidated damages and may award the contract for the remaining period to another vendor at absolute discretion of the Bank.

3.2. General Terms and Conditions

3.2.1. Adherence to Terms and Conditions

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

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

3.2.2. Execution of Service Level Agreement (SLA)

The successful Bidder shall execute Service Level agreement with the Bank within 15 days from the date of acceptance of Letter of Appointment.

Service Level Agreement, shall include overall terms of engagement, product level services, deliverables, clauses of confidentiality, non-disclosure, penalty, indemnity for violation of IPR, trade mark, indemnity and terms and conditions of the services to be extended, any other conditions as may be prescribed by the Bank etc. Scope of Service may be enhanced based on Bank's business needs/Regulatory requirements on an ongoing basis.

The effective date of Agreement would be the date from which the services of the selected bidder will be operationalized.

3.2.3.Other terms and conditions

Bank of Baroda reserves the right to:

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

3.2.4.Escalation matrix

The selected bidder will have to submit the escalation matrix of their organization along with complete contact details. During the tenure of the contract, the substitution of key staff identified for the assignment shall not be allowed, unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. However, the Bank reserves the right to insist the selected bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

3.2.5.Professionalism

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

3.2.6.Expenses

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

3.2.7.Indemnity

1. The selected bidder shall, at its own expense, indemnify, defend and hold harmless Bank of Baroda and its officers, directors, employees, representatives, agents and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) that may be occurring due to, arising from or relating to:
 - i. A breach, non-performance or inadequate performance by the selected bidder of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this RFP or subsequent agreement;
 - ii. The acts, errors, representations, misrepresentations, willful misconduct or negligence of the selected bidder, its employees/agents in performance of its obligations under this RFP or any subsequent Agreement; or
 - iii. Any deficiency in the services of the selected bidder or
 - iv. Violation of any applicable laws by selected bidder, its agents, employees, representatives etc.
2. In the event of selected bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the selected bidder.

3. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.
4. Bank shall inform the selected bidder of all known breaches and claims of indemnification and the selected bidder shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims within time.

3.2.8. Dispute Resolution

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

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

3.2.9. Force Majeure

Notwithstanding the above provisions, the selected bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/ Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the selected bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the selected bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

Notwithstanding above, decision of Bank shall be final and binding on the Selected bidder.

3.2.10. Limitation of Liability

1. The selected bidder's aggregate liability in connection with obligations undertaken as a part of the services under this RFP whether arising under this contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.
2. The selected bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the selected bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

3.2.11. Penalties and Liquidated Damages

1. Selected bidder shall be liable to pay penalty as defined in this RFP clause no.4.6.
2. If the selected bidder fails to complete the due performance as per the RFP terms and subsequent SLA, Bank reserves the right to terminate the contract and recover Liquidated Damages which is up to 10 % of contract value.

3. Both the above Penalty and Liquidated Damages are independent of each other and leviable and applicable separately and concurrently.
4. The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However it is the responsibility of the selected bidder to prove that the delay is attributed to Bank and Force Majeure. The decision taken by Bank in this regard shall be final and selected bidder shall not dispute the same.
5. If the selected bidder fails to perform its obligation as per this RFP terms and subsequent SLA then Bank reserves the right to get the balance work executed by another vendor as per choice of Bank and non-performing selected bidder shall be liable to bear the expenditure which Bank may incur for the execution of balance work and its completion.

3.2.12.Waiver

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

3.2.13.Governing Law

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

3.2.14.Compliance with laws

1. *Compliance with all applicable laws:* The Bidder 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 RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. *Compliance in obtaining approvals/permissions/licenses:* The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this assignment 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 contract, 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 Bidder.
3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

3.2.15.Set-off:

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this RFP and subsequent agreements from

selected bidder against payments due and payable by Bank for services rendered. The provisions of this Clause shall survive the termination of the Agreement.

3.2.16.Violation of Terms

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

3.2.17.Authorized Signatory

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

3.2.18.Assignment

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

Bank of Baroda may assign, in whole or in part, the rights, benefits or obligations of this RFP/ subsequent Agreements to any other person including but not limited to its subsidiaries/ affiliates, without the prior written consent of successful bidder/ Vender. Such an act shall not affect the obligations of the selected Bidder under this project.

3.2.19.Audit and Inspection

The Bank may decide, at its discretion to additionally conduct these audits or any other by itself. The selected bidder will have to ensure rectification and compliance of the any of these audit observations on priority and without any additional cost to the Bank.

3.2.20.Non-exclusivity

The arrangement contemplated in this RFP is of non-exclusive nature and either Party is at the liberty to enter into similar contracts and arrangements with third parties in respect of the services contemplated under this RFP.

3.2.21.Publicity:

Selected bidder or respondents, either by itself or through its group companies or associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner. The Selected bidder shall agree to make no reference to the Bank for the procurement of products and services stipulated hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

3.2.22.Others

1. The selected bidder at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payment's schedules, time frame for implementation etc. as mentioned in this RFP document. Selected

bidder shall be fully responsible for deviations to terms & conditions, project schedule etc. as proposed in the RFP.

2. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Bank thereafter are final and binding on the Bidders. In the event, the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, at sole discretion of Bank, be disqualified.
3. The selected bidder represents and agrees to obtain and maintain validity throughout the Contract Period, of all appropriate registrations, permissions, licenses and approvals, which are statutorily required to be obtained by the selected bidder for performance of the obligations under this RFP and subsequent agreement.
4. The Bidder covenants and represents to Bank, the following:
 - a. It is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation.
 - b. It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary actions.
 - c. The execution, delivery and performance under an Agreement by such Bidder:
 - a. Will not violate or contravene any provision of its documents of incorporation.
 - b. 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.
 - d. 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.
 - e. To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this RFP and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
 - f. The Bidder shall undertake to provide appropriate and adequate manpower as well as other resources such as hardware, software, application etc. required, to execute the various tasks assigned as part of the Contract, from time to time, if awarded.
 - g. 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.
 - h. The Bank expects the benefits from any un-anticipated decrease in supply or service costs over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, to be passed on to bank through re-negotiation. No conflict between the Selected Bidder and the Bank will cause cessation of services due to this. Only by mutual consent, the services can be withdrawn. This would include a transition mechanism, which would normally require 3 to 6 months for migrating to alternate Bidder.

- i. Bank reserves the right to change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Bank's website at any time prior to the deadline for submission of bids.
- j. If there are conflicting points in the RFP, the Bank reserves the right to take a position on the conflicting issue which will be binding on the Bidder any time during the period of contract. No appeal will be entertained.
- k. The selected bidder is responsible for managing the activities of its personnel and will be accountable for. The Selected bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, etc. which is outside the scope of power vested or instructions issued by Bank. Selected bidder shall be the principal employer of the employees, agents, etc. engaged by selected bidder. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents etc. by the selected Bidder, for any assignment under the contract entered into under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of the selected Bidder shall be paid by selected Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected Bidder's employee, agents, etc.

Section 4: Eligibility Criteria, Scope of Work, Evaluation Methodology, Period etc.

4.1. Eligibility Criteria

Bidders who fulfill the criteria as per the Annexure-A, Part IV (3) are eligible to respond to the RFP. Offers received from the bidders who do not fulfill all or any of the eligibility criteria shall be rejected.

Bidder must comply with all the eligibility criteria. Non-compliance of any of the criteria will result in rejection of the offer summarily. Attested photocopies of relevant documents / certificates/ proof of experience etc. should be submitted as support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Please note that the eligibility criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons.

4.2. Scope of work

a. Requirements and specifications:

1. Preparation of bar codes according to the addresses to be provided in the soft copy at a later. Entire arrangements of delivery collection will be made by the courier/logistic companies dealing in courier services including pre date in co-ordination with department.
2. The BIDDER should arrange to deliver the important and emergency deliverables by Express Courier Service by air, and shall ensure delivery of the same within 24 hours from the time of acceptance / pick up of the deliverables within the applicable rates.
3. The consignment would be security item and the delivery should be Addressee Specific. In the absence of the addressee, it can be delivered to the Blood Relatives of the addressee (delivery at residence) after confirming the identity proof and relationship of the receiver. The courier to check the identity proof of the consignee when delivered to consignee / receiver in case of delivery to blood relatives. **No delivery to be made to Security person and there should be no door dropping or dropping in the Letter box.**
4. AWB numbers for all pick-ups to be submitted on the same day.

5. The BIDDER should provide end to end delivery solution to the Bank which will include SMS service at various intervals and delivery of return cards at Branch address or centralized location as decided by the Bank.
6. Following types of SMS should be sent to the customers during and after delivery of consignment.
 - a) **Dispatch SMS:** - Whenever the consignment is picked up for delivery, SMS should be sent to the customer. The SMS should contain shipping details such as tracking no and expected date of delivery.
 - b) **SORRY SMS:** In case there is a delay in delivery of card, SMS should be sent mentioning the next expected date of delivery.
 - c) **Out for delivery SMS:** SMS should be sent to customer on the day of delivery.
 - d) **Delivery Attempt SMS:** In case, no one is available at the delivery address. Delivery attempt should be made at least 2 times before redirecting the consignment to the 2nd address.
 - e) **Delivery SMS:** - SMS should be sent after delivery of consignment to the customers address. The SMS should have date of delivery, time of delivery and name of the person who received the article.
 - f) **Second address Delivery SMS:** - In case the consignment is not delivered to 1st address even after 2 unsuccessful attempts and the same is delivered to 2nd address, SMS should be sent to customer informing about the delivery.

Note: Reports of SMS sent to customers should be provided in MIS on weekly basis or whenever required by the bank.
7. The BIDDER should provide web based solution that should be able to offer to the Bank an online tracking facility of the deliverables / parcels. The tracking facility for consignments older than 45 days to be provided with subject to maximum 60 days.
8. Return To Origin (RTO):-
 - The physical RTO consignment should be returned immediately after completion of 2nd attempt, non-compliance will invite penalty as per SLA.
 - All RTO should have reasons for return. The RTO should undergo quality check before final return. RTO for wrong reason will invite penalty as per SLA.
 - The RTO should be returned to the location as specified by the Bank.
 - MIS of RTO to be sent to Bank on daily basis. The MIS should tally with the physical documents returned.
 - In cases wherein it is clearly established that the consignee has moved to another city / refuses to accept the consignment, no further attempt should be made by the courier agency. The consignment should be returned to the Bank after the first attempt itself with the relevant details.
9. The BIDDER should have an establishment centrally controlled and should be working 24 hours a day, to facilitate dispatch of documents /deliverables including Bank holidays and late hours in the night throughout the year.
10. All undelivered consignments at day end should be held in Safe Custody under Lock & Key. Under no circumstances it should be left with the Courier Boy.
11. The BIDDER should issue and maintain the challans, registers and produce the same to the Bank's team along with the bills/invoices.
12. The BIDDER should maintain all information and provide MIS in excel / text format for deliverables returned and delivered (date wise, region wise, etc.)
13. Weekly MIS for consignments picked up be provided on every Monday.
14. Dispatch report to be shared on or before next working day from the date of dispatch.
15. Daily SMS reports should be provided for the SMS sent to the customers.

16. POD is to be submitted after two days of confirmed delivery.
17. Any other reports as required by Bank from time to time.
18. The BIDDER should prepare and furnish the name(s) of the personnel visiting the office (s) of the Bank on monthly basis.
19. The BIDDER should also have/or can undergo a tie up with Postal services/special agents in case where the bank branches are situated at remote places.
20. Bidder should provide the Bank with a proper escalation matrix of their organization with complete details. During the tenure of the contract, the substitution of key staff identified for the assignment should not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. However, the Bank reserves the right to insist the selected bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.
21. Bidder has to provide consolidate Invoices for dispatching of consignments on monthly basis. Under any circumstances, part-payment of any nature pertaining to any Invoice raised will not be made.
22. Rates will be valid for two years from the date of approval of Bid.
23. Rates should be inclusive of surcharge/ fuel charge if any. Only CGST/ SGST / IGST will be payable extra as per Government rules.
21. The cost should include dropping of sorry cards & tele calling of RTO at local level & corporate level.
22. Please also quote discount for bulk business with minimum amount.
23. Payment will be released through E-Banking (i.e. RTGS/NEFT) within 30 days after satisfactory completion of the delivery and submission of bills independently along with the proof of delivery of Letters/Documents. The requisite bank details to release payment through E-Banking will be asked from the successful bidder at the time of award of contract.
24. Since the work is of specialized nature, the Bidder should employ well-experienced suitable expert staff for the all working days. If necessary, bidders have to ensure that suitable staff for this job should also work on Saturdays/Sundays/Holidays as and when required by Bank of Baroda without any extra payment.
25. Preference would be given to the agencies that can handle the entire business of all offices. Pickup from our all Area Offices including (Dena & Vijaya Bank's offices) situated all in India and Corporate Office Mumbai. Pickup from Bank's personalization bureau Sites at Noida, Manipal, Pune, Vashi and Mumbai as well as any other sites/ offices which might be added on a later date during the tenure of this RFP.
26. Bidder should be able to provide the courier service to any Bank's department/Branch/area of the Bank at the existing rates as and when required.

b. Incident Reporting:

Selected bidder should have in place an incident reporting system and will have to report incidences of any nature which is required to be in the notice of the Bank including security breaches immediately upon it comes to notice of the bidder.

4.3.Period of Contract

The tenure of the contract for the services will be for a period of 24 months from the date of execution of service level agreement beginning of the services (unless terminated by the Bank as per the termination clause in this RFP) with an option to further extend the same by a period

of one year at the discretion of the bank. The performance of the selected bidder during tenure of the Contract shall be reviewed by the Bank from time to time.

4.4.Evaluation Methodology

The objective of adopting this evaluation methodology is to facilitate the selection of the eligible Bidders who proposes the best offer over a period of the contract. The commercial evaluation would be based on the Total Cost of procurement for the estimated volume except taxes. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

Opening of bids

➤ Opening of Eligibility cum Technical bid

- a. The Eligibility cum Technical bid shall be opened in the presence of Bidders' representatives as mentioned in "Schedule of Activities". The Bidders' representative may be present during the bid opening at our office address mentioned above well in time along with the authorization letter from their Company and those who are present shall sign a register evidencing their attendance. Only one representative per bidder is allowed.
- b. Bank however reserves the right to change the date & time for opening of Eligibility cum Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by putting up on the Bank's website for enabling them to be present during the Bid opening.

➤ Opening of Commercial bid

After eligibility cum technical bid evaluation is completed, Bank will open commercial bids of eligible and technically qualified bidders only in presence of technically qualified bidders' representatives who chose to attend. The date of opening of commercial bids will be intimated to the Bidders who have been successful in Eligibility cum Technical Bid evaluation.

Evaluation of Bids

The bid evaluation will be a *two-phase* process:-

- Phase I – Eligibility cum Technical Bid Evaluation
- Phase II – Commercial Bid Evaluation

The Evaluation will be based on the following broad parameters:

- Fulfillment of Eligibility criteria
- Ability to meet Requirements
- Ability to meet detailed Technical Requirements
- Implementation Capabilities
- Work orders executed so far
- Total cost of procurement

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

a)Phase I - Eligibility cum Technical Criteria Evaluation

The Eligibility cum technical bids will undergo a detailed evaluation as per the terms and conditions of this RFP.

The Bidder needs to comply with all the eligibility criteria mentioned in Annexure A. Bank will evaluate the respondents on each eligibility criterion severally and satisfy itself beyond doubt on the Respondent's ability / position to meet the criteria.

Technical assessment shall broadly cover the following:

1. Submissions made by bidders and the supporting documents submitted in their response to this RFP as per the template provided.
2. References provided by the bidder/gathered by the bank about the services rendered by the bidder.

This evaluation will be carried out on a total score of 100 on the basis of the following broad evaluation parameters defined in this section:

No	Proposal Bid Evaluation	Percentage
1	Credential strengths, financials, statutory compliances etc.	20%
2	Experience in providing similar services, volumes handled and period	50%
3	Fallback arrangements available, manpower etc.	30%
Maximum Technical Proposal Bid Evaluation Score		100%

Minimum prescribed bid evaluation score for being technically qualified: Overall 70%

During evaluation of the eligibility cum technical bid, Bank may seek clarifications from the Bidder on the bid submitted by the Bidder.

The Bank's team may visit / verify the references/ proof of experience of the organizations listed in the Bid submitted by the Bidder for veracity of the response of the Bidder in its Bid. The observations of Bank's team/ response of the verification of references and interaction with the officials concerned of such organizations will be taken into account for the purpose of technical evaluation of the Bids. The co-operation from the bidder for arranging such site visits is expected.

Those respondents who qualify on **ALL** the criteria will only be considered as "Technically Qualified" of evaluation and will be considered for commercial bid evaluation under phase II. Bank, therefore, requests that only those Respondents who are sure of meeting all the eligibility criteria need to respond to this RFP process.

In case none of the participant bidders scores more than 70% marks or more in the eligibility cum technical evaluation, the commercial bid of top 3 bidders may be opened at the sole discretion of the bank.

b)Phase II - Commercial Bid Evaluation

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

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

1. The best and firm price should only be quoted (as per the format enclosed)
2. The bidder must quote in Indian Rupees ('INR') only. Bids in currencies other than INR would not be considered and bid will be rejected forthwith.
3. The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of tender document to the Bank.
4. The prices offered shall be on a fixed price basis and should not be linked to variables like foreign exchange rate.
5. Any contradictory information, conditional pricing, exclusion of any item in TCO computation or error in computation may lead to summary disqualification of the bid as per sole discretion of bank.

The prices quoted should be exclusive of all taxes. GST, if any, will be paid as per prevailing rates.

Thus, prices should be quoted excluding all taxes and charges / costs associated with all areas / items / services required for smooth operation / functioning and migration of the Machines. Tax, if any, will be paid as per prevailing rates.

The commercial proposals will then be opened and evaluated for completeness. If the commercial quote is incomplete either for not providing quote for all required components or omitting to provide quote for a sub-component, it will be presumed that the component(s) / sub-component will be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a Bidder whose commercial quote is found to be incomplete.

If it is found at any stage (before or after selection) that there is a calculation (addition, subtraction, multiplication or division) mistake, then the final totaled price, notwithstanding the mistake, will be considered as the offer price for evaluation. However, the price payable will be the lower of the “correct total” and “incorrect total”.

Example A, if the price quoted is as under:

Service A: Rs. 400/-
Service B: Rs. 599/-
Service C: Rs. 2,350/-
Total : Rs.4,939/-

In this example, Rs. 4,939/- shall be taken for evaluation. However, price payable shall be Rs. 3,349/-

Example B, if the price quoted is as under:

Service A : Rs. 400/-
Service B : Rs. 599/-
Service C : Rs. 2,350/-
Total : Rs 2,939/-

In this example, the price taken for evaluation shall be Rs. 2,939/- Though the correct total is 3,349, the price payable shall be Rs. 2,939/- only and the cost of individual line items will be reduced proportionately to arrive at a new unit price.

If the Bidder does not accept the correction of such errors as per the above criteria, their bid will be rejected and the EMD will be forfeited.

In the event the Bidder has omitted to quote for any line item in the commercial bid, Bank would take the highest price quoted by any of the participating Bidders as the cost for such line item for arriving at the total cost for the purpose of evaluation of the defaulting/deviating Bidders. However, the same shall be provided by the defaulting/deviating Bidder, in case selected at no cost to Bank for the period of the contract.

The bid will be evaluated by a committee of the Bank. If warranted the Bank may engage services of external consultants for opinion or clarification in the process of evaluation of bid. It is Bank's discretion to decide at the relevant point of time.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Key points to note:

- **Preliminary Scrutiny** – Bank will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether required technical documentation has been furnished, whether the documents have been properly signed, whether items are quoted as per the schedule and whether the bids are

generally in order. 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 Bank reserves the right for such waivers and Bank's decision in the matter will be final.

- **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification on their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the requirements.
- **No Commitment to Accept Lowest bid or Any Tender** – Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.
- Change in percentage of work distribution- If the contract with one of the bidder is terminated due to any of the reason specified in this RFP, Bank at its sole discretion may allot 100% work order to remaining bidder.
- Bank concludes that everything as mentioned in the RFP documents and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidder. In the event Bank has not asked for any quotes for alternative prices and the Bidder furnishes the alternative price in the Bidder's commercial bid, the higher of the prices will be taken for calculating and arriving at the total costing. However, payment by Bank will be made at the lower price.
- The Bank is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing.
- Bank would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.
- During the preliminary examination, Bank will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

4.5.Payment terms

Bank will make payment on a monthly basis after deducting penalty if any as per this RFP within 30 days of submission of the invoices (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after duly complying all the guidelines of this RFP and subsequent agreement.

The Bank will not make any advance payment. The Bank will only pay for services availed by the Bank. The Bank will not pay or is not bound to pay for services not procured/ availed by the Bank. The Bank shall have the right to withhold any payment due to the Selected Bidder, in case of delays or defaults on the part of the Selected Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. TDS or any other applicable tax will be deducted at the applicable rate as per provisions of the applicable law.

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. If any of the services 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 quoted by the bidder in the price bid against such services. There shall be no escalation in the prices once the prices are fixed and agreed by the Bank and the selected bidder till completion of the contract period. Also, the payments for each month will be made only after the

acceptance/verification of the invoice by the Bank for that month. The Bank shall pay the amount due under this RFP and subsequent agreement.

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

Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Days of the settlement of such disputes.

Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

4.6. Service Requirement

The performance of the service provider will be reviewed every 3 months on delivery and quality parameters. Any delay/ deficiency in the services will attract penalty mentioned as under:

4.6.1 Recovery for delayed delivery (beyond applicable TAT from pickup) will be made @ Rs.1/- per packet per day basis. For lost packet, double the cost of regeneration of document will be recovered in addition of non-payment of charges for delivery of said cards as per TAT mentioned in **Annexure - H**.

4.6.2 Cost of wrong deliver shall be recovered from the successful bidder which will include delivery charges already paid, expenses incurred in further delivery, loss of the customer, loss to the company but not exceeding Rs.75,000/- per Debit Card designated by an individual Airway Bill Number and to a maximum of Rs.50.00 lacs per Financial year.

4.6.3 For lost packet, double the cost of regeneration of documents will be recovered, being up to a maximum of Rs. 500/- per card in the packet. Any and all monetary loss arising out of lost consignments shall be made good by the Courier. In case of loss of any consignment, the Courier shall file a First Information Report (FIR) with the nearest Police Station and inform the Bank immediately and also send an e-mail. Further, a copy of the FIR should be submitted to the Bank within 24 hrs of lodging the FIR. In case the Police Station is not ready to file the FIR, Courier shall maintain the record of the attempts made by it to file the FIR. . The details to be maintained are 1) Name of the Police Station, 2) Name of the Police Official whom met

4.6.4 If pending delivery ratio (RTO pending + delivery pending) to pick up is > 6 % for 3 consecutive months the contract shall be cancelled.

4.6.5 For not providing MIS file / reports on due date as mentioned in the scope of work a penalty of Rs.5,000 per day per file will be deducted from the monthly payments.

4.7. Purchase Order

The Bank will issue purchase order to the successful Bidder as per the terms of this RFP after completion of RFP process. Upon issuance of purchase order, the selected Bidder should submit written acceptance to the Bank within 2 working days of date of receipt of the purchase order.

4.8. Governance Structure

A formal governance structure and engagement model will need to be constituted with representation from Selected Bidder and Bank to review the ongoing performance and operations of the Contract. The frequency of the reviews / meetings, agenda / MIS / dashboards to be shared, representation hierarchy, escalation matrix etc will need to be formulated and adhered to.

It is expected that the functioning under the contract will be comprehensively reviewed periodically with the constituted officers/executives committee. However, it is possible that at

short notice, senior management of the Bank may wish to conduct more frequent reviews for which the selected bidder needs to agree.

4.9.Termination

Bank shall have the option to terminate this RFP at any stage without giving reason / explanation. Bank reserve the right to terminate any subsequent agreement, in whole or in part by giving selected bidder at least 30 days' notice in writing. It is clarified that the selected bidder shall not terminate the subsequent Agreement for convenience.

The Bank will also be entitled to terminate any subsequent agreement, if the selected bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and such breach is not cured within thirty (30) Days after Bank gives written notice; OR

If such breach is not of the type that could be cured within thirty (30) Days and the selected bidder fails to provide the Bank, within thirty (30) Days, a reasonable plan acceptable to the Bank to cure such breach.

Further, the Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank in the event of any of the defaults occurred and the same is not rectified within 30 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case of:

1. The selected bidder commits a breach of any of the terms and conditions of RFP/contract.
2. The performance of the services by the selected bidder is found to be unsatisfactory.
3. Supply of substandard material/services.
4. If deductions on account of penalty exceeds more than 3 times in a financial year.
5. There is a change of control of the selected bidder (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the aggregate of all voting equity interests in the selected bidder) and the person or persons acquiring control of the selected vendor are persons whom Bank reasonably considers to be competitors of Bank or organizations about which Bank has reasonable grounds for believing that selected vendor will not be able to meet the material obligations contained in the RFP/contract.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another bidder of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for alternative arrangements. This clause is applicable, if for any reason, the contract is terminated.

In the event of termination, the selected bidder shall co-operate for the same (including providing all information and knowhow required for migration of the services) without any additional cost to the Bank.

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

In addition to this, the RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;

- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.
- An attachment is levied or continues to be levied for a period of 7 days upon effect of the bid.

The bidders agree and undertake that an exit by the selected bidder at any point in time resulting due to termination of this Tender and subsequent Agreement for any reason whatsoever would be a time consuming process over a period and only after completion of the selected bidder's obligations under a transition mechanism. During this period of Transition, the selected 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.

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

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to selected bidder, within thirty (30) days of such termination or expiry and date of receipt of clear undisputed invoice whichever is later, all the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this contract and subsequent Agreement, the rights granted to selected bidder shall immediately terminate.

Termination for Convenience: The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective

4.10. Effect of Termination

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Bank terminates any Part of the contract, the parties shall continue to perform their respective obligations under the contract in respect of other parts where there has been no termination.

In the event of partial termination, amounts will be payable for portions of the supplies/ services not terminated and being provided by the selected vendor after partial termination. However, this payment will be made after providing the supply /services as per the payment terms.

4.11. Intellectual property rights

The selected bidder shall ensure that it has obtained appropriate rights to provide the Deliverables as per the terms and conditions contained in this RFP.

If a third party's claim endangers or disrupts Bank's activities, the selected bidder shall at no further expense, charge, fees or costs to the Bank, obtain a license/ authorization so that the Bank may continue to avail services in accordance with the terms of this Tender and subsequent Agreement.

4.12. Due diligence on employees before appointment & Staff Retention Program

The Selected bidder should put in place adequate & verifiable process for conducting due diligence on its employees prior to their appointment by way of verifications of their

academic/other credentials including police verification wherever necessary. The Selected bidder will put in place systems to ensure that the resources are not changed frequently for its internal reasons.

The Bank reserves the right to seek replacement of any staff whose performance / conduct is not satisfactory or their continuation affects the reputation of the Bank. In all such cases, the selected bidder shall replace the resource.

4.13. Insurance Coverage

Selected bidder need to insure any damage/ loss to bank.

4.14. No outsourcing by selected bidder

The selected bidder will undertake to provide the services required in this RFP to the Bank and will not outsource or subcontract any of the core activities of the contract offered to Bank to any other company.

Annexure and Appendices
Annexure–A - RFP Application
(Letter to the bank on the bidder's letterhead)
Date:
**Assistant General Manager,
 Digital Banking Department
 Bank of Baroda,
 Baroda House, 5th floor
 S.V. Road, Jogeshwari- West
 Mumbai - 400 102**

Dear Sir,

 Re: **Bank's RFP No. BCC:DB:DC:111:05 for Selection of Vendor for Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA**

 With reference to the above-mentioned RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for **Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA** as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter	Response
Year of commencement for Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA	Copy of Certificate from Bank/s / organization/s to be enclosed
RFP Application fee	DD/ Banker's Cheque No.____ dated ____ for Rs. 25,000/- (Rs. Twenty Five Thousand Only) drawn on Bank of Baroda For RFP price
Earnest Money Deposit/ Bid Security	EMD of Rs. 1.15 Crore DD/ BG of Rs. 1.15 crore dated Issued by Valid upto
CD containing soft copies of RFP	YES/ NO

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

It is certified that the information furnished in this document is authentic. We hereby authorize Bank of Baroda to make independent enquiries to verify the information furnished by us.

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

Yours faithfully,

(Name & Designation, seal of the firm)

- Encl.: 1) Part II to V, duly filled in the prescribed form along with necessary proof.
-
- 2) Demand draft for the RFP Application Fee.
-
- 3) Demand Draft/ Banker's cheque/ Bank Guarantee for EMD amount.
-
- 4) All relevant documents
-
- 5) CD containing softcopy of RFP

DETAILS OF ORGANISATION
I. General Information:

1.	Name and address of the Bidder	
2.	Contact Person	
3.	(a) Telephone :	(b) Mobile :
	(c) Fax :	(d) E-mail:
4.	Place of incorporation/registration	
5.	Year of incorporation /registration	
6.	Type of organization (whether company/ sole proprietor/ partnership/ private, etc.)	
7.	Main lines of business	
8.	Allied / Ancillary Business	
9.	Whether premises is own/ leasehold/ rented, furnish details	
10.	Staff Strength as on 31.05.2019	

II. Key Personnel of the Organization:

Sr. No	Name	Designation	Since When	Qualification	Professional Experience

III. Name and address of Owners/Partners/Directors:

Name	Address
1.	
2.	

IV. Other important information (Furnish the required details, wherever applicable):

- 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.
- Have you ever left any services offered to you incomplete? (If so, give details and reasons for not executing the orders).
- Has your firm been debarred or Black listed for tendering in any organization? If so, give details.

FINANCIAL INFORMATION:

Name of Bidder :

1. General:

Name of Banker			
Address of Banker	Telephone	Contact person and Title	
	Fax	Mobile	
Financial information	Previous three financial years (Rs. In lac)		
	2015-16	2016-17	2017-18
1. Net Worth			
2. Working Capital			
3. Total Assets			
4. Current Assets			
5. Total liabilities			
6. Current liabilities			
7. Profits before taxes			
8. Profits after taxes			

Copies of the audited financial statements with profit and loss accounts for the last 3 years to be attached. In case audit for the financial year 2017-18 is not over, unaudited statements be provided.

2. Turn-over:

Annual Turnover Data for last three years	
Year	Turnover in Rs. Lac.
2015 – 2016	
2016 – 2017	
2017 – 2018	

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:

Source of Financing	Amount (RS.)
1.	
2.	
3.	

PART “IV”
1. Certificates:

CERTIFICATE	YES	NO
GST, Sales Tax registration, VAT, BST/CST Certificate		
Valid ESIC , PF , Prof Tax Certificate, Income Tax PAN/ TIN, Factory/ Shop establishment		
Other certificates such as ISO, etc.		

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

2. Experience record in providing similar transaction processing services to top 3 Customers:

Sr. No	Nature of work	Name of the Bank/ Organisation	Tenure/ Period of service offer	Service being provided and volumes handled
1				
2				
3				

Note: Provide copies of work orders and proof of services. Work orders and proof of orders will be verified, if required.

3. Eligibility Criteria compliance and relevant proof for reply with ‘YES’

Sr.	Financial and other Requirement to be met by the Bidder	Supporting required	Complied (Yes/ NO)	Supporting Submitted
1	Should be a Government Organization/ PSU/ PSE or a partnership/ proprietorship/ public/ private limited company duly registered with taxation and other authorities in India	Certificate of Incorporation/ Certificate of commencement and other relevant documents		
2	Bidder should have their Senior Management Personnel based in India to take care of requirements and decisions related to the activities under this RFP.	Self-declaration on letter-head of the bidder		
3	The Bidder should not have been blacklisted/ barred / disallowed to continue work or organization has engaged other vendor after placing work order for the reasons attributable to bidder by any Govt. department/ PSU/ PSE/ Banks/ card scheme in India in last 3 years at time of submitting bid.	Self-declaration as per part II, point IV above		
4	The bidder should have minimum annual turnover of Rs.40.00 crores in the last 3 financial years i.e. 2015-16, 2016-17 & 2017-18 from the business from Indian operations.	Audited Financial statements for financial years 2015-16, 2016-17 and 17-18 with auditor’s note AND CA Certificate		
5	The bidder should be profit making institution for at least last 3 years with a positive net worth.	Audited Financial statements for financial years 2015-16, 2016-17 and 2017-18 AND CA Certificate		

6	Experience of having successfully handled similar works during last -7- years of a large public/ private sector undertaking preferably a Bank having at least 2500 branches/ offices across the country	The Bidder should submit Satisfactory Performance Certificate from the previous employer in support of executing similar works failing which the tender shall not be considered.		
7	Bidder should have minimum 10,000 PIN code coverage/reach.	Undertaking from the bidder and List of PIN codes		
8	Bidder should have all required statutory licenses & registrations like GST/ CST /VAT, TIN, PAN, Factory/ Shop establishment, etc.	Copy of relevant certifications		
9	The bidder should have necessary security arrangements such as installation of surveillance camera, security guard at his own workplace	Undertaking from bidder		
10	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.	Undertaking from the bidder		
11	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. Further, all bidders to submit an "Integrity Pact" as per Appendix E on non-judicial stamp paper of requisite value.	"Integrity Pact" as per Appendix E on non judicial stamp paper of Rs. 200/-		
12	Bidder should have business redundancy and business continuity plan.	Detail documentary proofs		

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 volumes handled 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.

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-B: Reference Details

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

Yours faithfully,

SIGNATURE

(Name & Designation of signatory, seal of the Company)

Annexure- C: Compliance Certificate

**Assistant General Manager,
Digital Banking Department
Bank of Baroda,
Baroda House, 5th floor
S.V. Road, Jogeshwari- West
Mumbai - 400 102**

Dear Sir,

Re: Bank's RFP no. BCC: DB: DC: 111:05 for Selection of Vendor for Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA

Having examined the tender document including all annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to selection of vendor for Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA conformity with the said RFP document and in accordance with our proposal and the schedule of prices offered in the price bid and made part of this tender, we confirm as under:

1. If our bid is accepted, we undertake to implement the services within the scheduled time lines as stipulated in this RFP.
2. We confirm that this offer is valid for 180 days from the last date for submission of tender document to the Bank.
3. This bid together with your written acceptance thereof and your notification of award if shortlisted shall constitute a binding contract between us.
4. 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".
5. We agree that Bank is not bound to accept the lowest or any bid that Bank may receive.
6. We have never been barred/black-listed by any regulatory /statutory authority in India.

Yours faithfully

SIGNATURE
(Name & Designation, seal of the firm)

Annexure D: Matrix for Technical Evaluation

Sr. No.	Description	Parameter	Marks
1	Financial Strength (Based on the average of last 3 years i.e. FY 2015-16, 2016-17 & 2017-18)	Networth (in Rs.) (10)	
		Upto 10 crore	5
		> 10 to 20 crore	8
		>20 crore	10
		Annual Turnover (in Rs.) (10)	
		40 crore to 50 crore	3
		> 50 crore to 75 crore	5
		> 75 crore to 100 crore	7
		> 100 crore	10
		Profit/ Loss (5)	
		Profit in all the three years	3
Profit in all the three year with continuous increasing trend	5		
2	Experience of the service provider	Experience in delivery of the Financial instrument like cheque book, Debit/ credit cards, Banking letters, Account statements etc. (10)	
		7 years to 8 years	2
		>8 years to 10 years	5
		> 10 years	10
		Number of Public sector/Private Banks / Co-Operative Banks managed by the vendor (10)	
		>1	5
		1 to 3	8
		>3	10
		Financial instruments dispatching/delivery capacity per year (10)	
		<90 lacs	0
		90 lacs to 125 lacs	5
		> 125 lacs	10
		Experience in handling Financial instrument per day (5)	
		<30,000	0
		30,000 to 50,000	3
>50,000	5		
Experience of handling bank branches/ offices across the country (10)			
2501 to 3000	2		
3001 to 5000	5		
>5000	10		
3	Capacity, Back up plans etc.	PIN code Coverage / Reach (10)	
		10,000 to 12,000	5
		12,000 to 15,000	8
		>15,000	10
		Feedback received from the customer of the bidder (10)	
		Adverse feedback	0
		satisfactory feedback	5
		Good Feedback	8
		Excellent Feedback	10
Bank officials site visit to the bidders site			10

Annexure E: Format of Bank Guarantee for Bid Security

**Assistant General Manager,
Digital Banking Department
Bank of Baroda,
Baroda House, 5th floor
S.V. Road, Jogeshwari- West
Mumbai - 400 102**

1. M/s _____, having its registered office at _____ (herein after referred as 'bidder') _____, has inter-alia agreed to furnish a bank guarantee from a scheduled bank for Rs 1,15,00,000/- (Rupees One crore Fifteen Lacs only) as security for compliance with the bidder's obligation in accordance with stipulation of RFP No. _____ dated _____ issued by Bank of Baroda.
2. On request of the bidder we _____ (hereinafter called the issuing bank) do hereby undertake to pay to you an amount not exceeding Rs 1,15,00,000/- (Rupees One crore Fifteen Lacs only) against any non-compliance with conditions contained in the RFP.
3. We _____ (the issuing bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by you by reasons of any breach by the said bidder of any of the terms or conditions contained in the RFP by reason of the bidder's failure to perform the terms thereof. Any such demand on us during the currency shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 1,15,00,000/- (Rupees One crore Fifteen Lacs only).
4. Any notice by way of demand or otherwise hereunder may be sent by courier, or registered post to our local address of the issuing Bank and if sent accordingly it should be received and duly and acknowledged by the bank on or before the expiry date of the guarantee.
5. We _____ further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till satisfactory compliance of the terms and conditions thereof by the bidder or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said bidder and accordingly discharge the guarantee or till expiry date whichever is earlier.
6. This bank guarantee shall remain in operation from the date of issue and we shall not revoke this guarantee during the currency except with your previous consent in writing. You may enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws of India.
7. We _____ further agree with you, that you shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the said bidder from time to time or to postpone for any time or from time to any of the power exercisable by you against the said bidder and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of

any such variation or extension being granted to the said bidder or for any forbearance, act or omission on your part or any indulgence by you to the said bidder.

8. The bank guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or as the case may be of the bidder.
9. The bank guarantee shall not be affected by any change in our constitution or of the bidder nor shall it be affected by any change in your constitution or by any amalgamation or absorption but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamating company or concern till expiry date.
10. We have the power to issue this bank guarantee in your favor and the undersigned has full power to execute this bank guarantee under the power of attorney dated __issued by_____

Notwithstanding anything contained herein

- i) Our liability under this bank guarantee shall not exceed Rs. 1,15,00,000/- (Rupees One crore Fifteen Lacs only).
- ii) This bank guarantee shall be valid up to_____ ; and
- iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

Annexure- F: 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-400 051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

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

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

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

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

Commitments of the BUYER

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, 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 favor or disfavor to any person in relation to the contract or any other contract with the Government.
3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same

shall be 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.

13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

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

Earnest Money (Security Deposit/ Bid Security)

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 Pay Order in favor 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).
2. The Earnest Money/Security Deposit shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - b. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in

- connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - f. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - g. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - h. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - i. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

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

Independent Monitors

1. The BUYER 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)
2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and

unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

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

Law and Place of Jurisdiction

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

Other Legal Actions

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

Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure-G: NON-DISCLOSURE AGREEMENT

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

NDA format is provided below.

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

**Assistant General Manager,
Digital Banking Department
Bank of Baroda,
Baroda House, 5th floor
S.V. Road, Jogeshwari- West
Mumbai - 400 102
[Date]**

Dear Sir,

Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for **Selection of Vendor for Empanelment of Courier / Logistic Companies Dealing in Courier Services for Distribution of Debit Cards- PAN INDIA**, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:
 - To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of consultant;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisors for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - Is already in our possession prior to its disclosure to us; and
 - Is independently developed by us.
8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
11. Unless the bank otherwise agree in writing, bidder's duty to protect Confidential Information expires one year from termination / expiry of this Agreement.
12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

INDEMNITY

1. We hereby agree to indemnify and keep bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or ours employees and shall immediately reimburse and pay to bank on demand all damages, loss, cost, expenses or any charges that bank may sustain suffer, incur or pay in connection therewith.
2. We acknowledge that a breach of our obligations under this undertaking could cause irreparable harm to the bank for which monetary damages may be difficult to ascertain or an inadequate remedy. We therefore agree that the bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

Yours sincerely

Signature and Stamp of Company

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

Name:

Position:

Date:

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

Annexure H: Commercial Bid (On Letter Head of Bidder)
Document Details & Rates Per Article

Document Type	Rates per item (Amt. in Rs.) -- A	Quantity (B)	Total Rate (Amt. in Rs.) (C = A X B)
Debit / Credit Cards (Single Delivery Address)			
0-75 grams		840000	
76-150 grams		450000	
151-250 grams		24000	
251-500 grams		24000	
501 – 1000 grams		20000	
1001 – 2000 grams		18000	
2001 – 3000 grams		4000	
3001 – 4000 grams		150	
4001 – 5000 grams		100	
Additional 5000 grams and above		5000	
Total (X)			
Delivery at 2nd Address, if first one is not available for delivery [Secondary address is within the same/intercity]			
0-75 grams		13000	
76-150 grams		800	
151-250 grams		500	
251-500 grams		500	
501 – 1000 grams		50	
1001 – 3000 grams		25	
3001 – 5000 grams		10	
Additional 5000 grams and above		2	
Total (Y)			
Delivery at 2nd Address, if first one is not available for delivery. [Secondary address would be at any centralized location which will be intra city]			
0-75 grams		17000	
76-150 grams		32000	
151-250 grams		500	
251-500 grams		500	
501 – 1000 grams		50	
1001 – 3000 grams		25	
3001 – 5000 grams		10	
Additional 5000 grams and above		2	
Total (Z)			
Total Cost Outsourcing (X + Y+ Z)**			

**** This will be the TOTAL COST OF OWNERSHIP (TCO)**

The projected quantity mentioned in the above table is only indicative requirements for arriving the Total Cost of Ownership (TCO). Please note that the volume of the activities/ Item mentioned above may change upward / downward or may not be used at all.

Note:

1. The Bidder must provide and quote for all weights as desired by the Bank as above. Any quote not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
2. The Bank at its own discretion may add/ remove the items mentioned in the above table.
3. The price quotes should be up to two decimal places only.
4. Cost of Services should be quoted excluding GST and taxes applicable if any. Taxes shall be paid on actual basis.

(_____)

Signature with seal

Name of Firm :**Authorised Signatory:****Date :****Place :**

Annexure –I

Schedule of Delivery/ Return/ Updation In case of 2 attempts

PARTICULARS/ ATTEMPTS	LOCAL and METRO	OTHERS
TAT for First attempt/delivery	3 rd Day	5 th Day
Updation at Website (Within 24 hours of First attempt or delivery)	4 th Day	6 th Day
TAT for Second attempt (if undelivered) or delivery	5 th Day	7 th Day
Updation at Website (Within 24 hours of Second attempt or delivery)	6 th Day	8 th Day
TAT for delivery for RTO at Branch or centralized location (After 3 days of last attempt)	7 th Day	9 th Day
Updation at Website (Within 24 hours of Second attempt or delivery)	8 th Day	10 th Day

Signature with Seal