



**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**“PRINTING, PERSONALISATION & SUPPLY OF WELCOME KIT AND**  
**ASSOCIATED LOGISTICS/ ADMINISTRATION**

**Bank of Baroda**  
**Digital Banking Department**  
**7<sup>th</sup> Floor, Baroda Sun Tower**  
**C-34, G-Block, Bandra Kurla Complex**  
**Bandra (East), Mumbai - 400051**  
**RFP Reference Number: BCC/DB/WK/109/548**  
**Date : 02<sup>nd</sup> August 2017**

**Invitation for Request for Proposal:**

Bank of Baroda invites sealed Request for Proposal (RFP) (Technical and Commercial offer separately) from the shortlisted agencies for “Printing, Personalization & Supply of Welcome Kit and Associated Logistics / Administration.”

**Important Dates:**

Sr. No.	Particulars	Date and Time
1	RFP issuance date	<b>02.08.2017</b>
2	Last date of submission of any query /reporting any error	<b>08.08.2017 (3 PM)</b>
3	Pre-bid meeting date	<b>10.08.2017 (4 PM)</b>
4	Last date of submission of BIDs	<b>24.08.2017 (3 PM)</b>
5	Date of opening of Eligibility cum Technical bid	<b>24.08.2017 (4 PM)</b>
7	Oral presentations & Factory visit	<b>25.08.2017 to 29.08.2017</b>
8	Announcement of qualifiers and opening of commercial bid	<b>30.08.2017, (3 PM)</b>

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

**Clarification of terms/abbreviations:**
**Important Clarifications:**

1. Bank means ‘Bank of Baroda’
2. Vendor means the selected bidder of the RFP document.
3. RFP or Tender means the Request for Proposal document.
4. Recipient or Respondent or Bidder means to whom the RFP document is issued by the Bank.
5. Proposal, Bid, Offer means response to RFP document submitted by Recipient to the Bank’

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

Abbreviation	Expansion
EMD	Earnest Money Deposit
SLA	Service Level Agreement
TCO	Total Cost of Ownership
GST	Goods and services Tax

*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.*

**Index**

<b>Volume/ Section Reference</b>	<b>Section</b>	<b>Page No.</b>
<b>Section 1</b>	<b>Introduction and Disclaimer</b>	<b>4</b>
1	Introduction	4
1.1	Information Provided	4
1.2	Recipients	4
1.3	Confidentiality	4
1.4	Disclaimer	4
1.5	Costs Borne by Vendors	4
1.6	No Legal Relationship	5
1.7	Recipient Obligation to Inform Itself	5
1.8	Evaluation of Offers	5
1.9	Contractual commitment	5
1.10	Code of Conduct	5
1.11	Errors and Omissions	5
1.12	Acceptance of Terms	5
1.13	Standards	5
<b>Section 2</b>	<b>Lodgment of RFP</b>	<b>6</b>
2.1	Registration of RFP Submission	7
2.1.1	Late RFP Submission Policy	7
2.2	Request for Information / Clarification	7
2.3	Notification	8
2.4	Related Parties	8
<b>Section 3</b>	<b>Evaluation Process</b>	<b>9</b>
3.1	Erasures or Alterations	12
3.2	Offer Validity Period	12
3.3	Bid Security, Cost of RFP, Performance Bank Guarantee	12
3.3.1	Bid Security / Earnest Money Deposit (EMD)	12
3.3.2	Cost of RFP	13
3.3.3	Performance Bank Guarantee	13
3.4	General Terms and Conditions	13
3.4.1	Adherence to Terms and Conditions	13
3.4.2	Execution of Master Service Agreement (MSA)/SLA/NDA	13
3.4.3	Other Terms and Conditions	14
3.4.4	Substitution of Project Team Members	14
3.4.5	Professionalism	14
3.4.6	Adherence to Standards	14
3.4.7	Expenses	14
3.4.8	Penalty & Liquidity damages	14
3.4.9	Indemnity	15
3.4.10	Dispute Resolution	16
3.4.11	Force Majeure	16
3.4.12	Termination for default	17
3.4.13	Confidentiality	17
3.4.14	Limitation of liability	18

3.4.15	Governing Law	18
3.4.16	Limitation on promotion	18
3.4.17	Authorized Signatory	18
3.4.18	Assignment	18
3.4.19	Audit	19
3.4.20	Publicity	19
3.4.21	Non payment of Professional Fees	19
<b>Section 4</b>	<b>Background, Eligibility Criteria, Scope of Work</b>	<b>20</b>
4.1	Background	20
4.2	Eligibility Criteria	20
4.3	Scope of work	20
4.4	Terms and execution of work	21
4.5	Stocking of Welcome Kit stationery	22
4.6	Stocking of card plastics	22
4.7	Personalization & administration of the cards/ cheque books	22
<b>Section 5</b>	<b>Payment Terms</b>	<b>23</b>
<b>Section 6</b>	<b>VISA, Mastercard &amp; Rupay certificate/ Manufacturer's Authorization form</b>	<b>23</b>
<b>Section 7</b>	<b>Quality</b>	<b>23</b>
<b>Section 8</b>	<b>Review, Termination &amp; Service requirements</b>	<b>24</b>
<b>Section 9</b>	<b>Future modifications/ enhancements</b>	<b>24</b>
<b>Section 10</b>	<b>Location of the bureau</b>	<b>24</b>
<b>Section 11</b>	<b>Insurance coverage</b>	<b>24</b>
	Annexure and Appendices	
Annexure – A	RFP Application	25
Annexure – B	Eligibility Criteria	26
Annexure – C	Technical Specifications	27
Annexure – D	Commercial Bid template	29
Annexure – E	Template for Technical Evaluation	31
Annexure – F	Compliance certificate	33
Annexure – G	Compliance to RFP terms & conditions	34
Annexure - H	Reference detail	35
Annexure - I	Format of Bid guarantee	36
Annexure - J	Pre contract Integrity pact	38

## 1: Introduction and Disclaimer

### 1. Introduction

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select vendor/s for Printing, Personalization & Supply of Welcome Kit and Associated Logistics / Administration.

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

#### 1.1. Information Provided

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

#### 1.2. Recipients

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

#### 1.3. Confidentiality

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

#### 1.4. Disclaimer

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

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

#### 1.5. Costs Borne by Respondents

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

**1.6. No Legal Relationship**

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

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

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

**1.8. Evaluation of Offers**

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

**1.9. 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 the address provided in Section 2.2 – Requests for Information.

**1.12. Acceptance of Terms**

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

**1.13 Standards**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other standards acceptable to bank including NPCI, RBI or any other regulatory authorities.

**Section 2: Lodgment of RFP**

The response to RFP shall necessarily contain the following **Two** envelopes:

1. First envelope “A- Eligibility cum Technical Proposal”,
2. Second envelope “B- Commercial Proposal”

Each proposal –Eligibility cum Technical Proposal and Commercial Proposal - shall be submitted in separate sealed envelopes super-scribing “**Eligibility cum Technical proposal for Printing, Personalization & Supply of Welcome Kit and Associated Logistics / Administration for Bank of Baroda**”, and “**Commercial proposal for Printing, Personalization & Supply of Welcome Kit and Associated Logistics / Administration for Bank of Baroda**” on top of the envelopes respectively. These separate sealed envelopes should be put together in a sealed master envelope super-scribing “**Proposal for Printing, Personalization & Supply of Welcome Kit and Associated Logistics / Administration for Bank of Baroda**”.

**Electronic copy (Microsoft Office 2003/2007 on CD) and one (1) electronic copy (Adobe .pdf non-editable / password protected on CD)** must be submitted to the Bank with master envelope. 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.

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

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

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

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

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

The document should be addressed and submitted to:

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

The sealed bid envelope should be delivered to Mrs. Aneet Arora, Senior Manager at the above address (Telephone– 022-66983261). Bids submitted anywhere else would be liable for rejection.

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

1. Submission of Bid after the time stipulated in this RFP Document.
2. Misleading/incomplete information or documentation
3. Bid submission without bidders name
4. Price information provided anywhere other than ‘Commercial Bid’
5. Improper Draft/Banker’s Cheque/Bank Guarantee for Bid Fee or Bid Security

6. Any conditional offer or assumption with or without information to the Bank
7. Envelopes are not in order as requested in this document
8. Bidder is not meeting technical or functional criterion specified in this RFP
9. Submitted bid through Post, Fax or email
10. Submitted more than one bid. In case bidder is submitting more than one bid all the bids submitted by the bidder shall be disqualified
11. Bidder not able to demonstrate the Product/ Technology/ Functionality/ Facility requested in RFP and proposed by bidder at the time of visit by Bank’s evaluation team.

### 2.1. Registration of RFP Submission

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

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

#### 2.1.1. Late RFP Submission Policy

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

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

### 2.2. Requests for Information / Clarification

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

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

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

#### Name of the Respondent/Bidder:

Date:

Contact Person from Respondent/Bidder in case of need.

Name:

Designation:

Mail ID:

Tel / Mobile No:

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



All queries/clarifications requested must be in writing and should be forwarded by the nominated point of contact of bidder in the above format in MS-EXCEL-2003/2007 work book format. The queries to be e-mailed to: [elobby.digital@bankofbaroda.com](mailto:elobby.digital@bankofbaroda.com) with the format enclosed as attachment.

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

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

### **2.3. Notification**

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

### **2.4 Related Parties**

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

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

**Section 3: Evaluation process**

Responses from Respondent will be evaluated on THREE stages, sequentially, as below

**Stage A.** Evaluation of Eligibility will be done as Annexure A, B, I, J, G

**Stage B.** Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit, will be done as detailed under Annexure C, E,F & H in this document

**Stage C.** Commercial Evaluation will be done as detailed under Annexure D in this document

The three stage evaluation shall be done sequentially on knock-out basis. This implies that those respondents qualifying in Stage A will only be considered for Stage B and those who qualify in Stage B will only be considered for Stage C.

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

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

**Eligibility Evaluation:****Stage A - Evaluation of Eligibility:****Eligibility proposal must contain:**

1. Covering letter on the prescribed format as per **Annexure-A**.
2. Eligibility proposal in the prescribed format / template as per **Annexure B**.
3. Supporting documents / certificates as mentioned in **Annexure B** of this RFP document
4. Bid security / EMD in the form of DD/ Bankers' Cheque in favor of Bank of Baroda drawn at Mumbai/ Bank Guarantee in favour of Bank of Baroda issued by a reputed scheduled commercial Bank in India (other than Bank Of Baroda ) in the format enclosed (**Annexure I**)
5. Bid price in the form of a demand draft/pay order/Bankers' Cheque issued by a scheduled commercial bank favoring Bank of Baroda, payable at Mumbai, in case the RFP document is not purchased from the Bank but downloaded from the website, then the Demand Draft / Pay order/ banker's cheque shall have to be handed over separately . In case of non-payment of this fee, the offers shall not be opened/ considered.
6. Bidders responding to this RFP need to sign the Integrity Pact (IP) as per **Annexure J** which will be also signed by Banks representative.
7. Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. This should initially provide an overview of bidder's organization and position with regards to Bank requirement for supply of WelcomeKit for bank's branches/offices/. A summary of Bidder's process / Project plan that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experience of providing such solution. Information provided in the Executive Summary is to be presented in a clear and concise manner.
8. Bank-wise number of "Welcome Kit" supplied by the vendor.
9. Conformity of data provided in CD with hardcopy letter (the respondent should certify that the contents of CDs are same as that provided by way of hard copy)

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

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

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. Those respondents who qualify on **ALL** the criteria will only be considered as "Qualified under Stage A" of evaluation and will be considered for evaluation under Stage B.

Those respondents who do not qualify at this Stage A will not be considered for any further processing.

Bank, therefore, requests that only those Respondents who are sure of meeting all the eligibility criteria only need to respond to this RFP process.

**Technical Evaluation:**

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

The proposal should comprise of following:

- Confirmation of Technical Specifications (**Annexure-C**)
- Reference Bank details (**Annexure – H**)
- Compliance certificate (**Annexure – F**)
- Information / documents required from bidder for "Function and Technical Evaluation" (**Annexure – E**)
- Presentation of solution confirming compliance of scope of work.
- Submission of Sample Welcome Kit as per the specification and design provided by the Bank. Interested bidder can collect the design from the Bank during the pre-bid meeting.

**Signed hard copy and soft copy of presentation will be provided to the Bank.**

**Technical assessment shall broadly cover the following:**

- Evaluation of paper based response/documents submitted to support the claim of bidder in regard of Technical and Functional Requirement.
- Bidders profile/experience in the related field to fulfill the Bank's requirements.
- Security measures taken/proposed by the bidder.
- Acceptance of laid down terms and conditions
- factory visits and demonstration to prove fulfillment of requirements, features of the machine/ technical capabilities/ support infrastructure etc. as given in this RFP to the Bank's evaluation team.
- Sample kit prepared by the bidder as per "Welcome Kit" specification provided in the RFP.
- References provided/gathered by the bank about the services rendered by the company.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

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

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

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

Bank will evaluate the respondents on each criterion severally and satisfy itself beyond doubt on the Respondent's ability / position to meet the criteria. Those respondents who qualify on **ALL** the criteria will only be considered as qualified and will be considered for further evaluation.

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

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

**Commercial Evaluation:**

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 – D.**

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. For supply of printed Welcome Kit the prices quoted by the bidder shall be inclusive of all taxes, levies, duties, cess, such as CST, Excise and custom duties, GST, VAT, or any other taxes in force, service tax, installation charges, transportation to respective sites, and insurance for 15 days from the date of delivery up to date of installation whichever is later. However, the prices shall exclude local taxes like Octroi, Entry tax, LBT etc. which shall be reimbursed on actual on producing receipts/proofs and invoice.
5. The prices offered shall be on a fixed price basis and should not be linked to variables like foreign exchange

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

TCO (Total Cost of ownership) shall be calculated on the basis of all the cash outflows as proposed by the bidder in Annexure D.

The commercial proposals of short listed bidders shall then be opened and evaluated for completeness. In the event, for any line item/s, prices are not quoted by the bidder, or quoted Zero or quoted exorbitantly low, the price for such item/s would be taken as the highest price quoted amongst the participating bidder/s as the price, for such item/s and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the bid. However, such item/s has to be supplied by the bidder at the quoted price, should they qualify in the bid. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete.

Further, during scrutiny of the commercials, if it is observed at any time, that the quote for any line item is given exorbitantly high from the prevailing market rates by L1 bidder, the bank may ask the bidder to bring down the rates to fair market price level for that line item. If the L1 bidder does not agree to bring down the rates to fair market price level for that line item, the L1 bidder will be declared disqualified, and the L2 bidder will be considered as L1 bidder. The process of bringing exorbitantly high quoted price to fair market price will be repeated with next declared L1 bidder for same or any other item in their respective bid.

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

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, shall be considered as the offer price for evaluation. However, the price payable shall be the lower of the “correct total” and “incorrect total”.

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

Service A: Rs. 400/-

Service B: Rs. 599/-

Service C: Rs. 2350/-

**Total: Rs. 4939/-**

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

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

Service A: Rs. 400/-

Service B: Rs. 599/-

Service C: Rs. 2350/-

**Total : Rs. 2939/-**

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

**3.1. Erasures or Alterations**

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

There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” are not acceptable to the bank. Offers not adhering to these guidelines may not be accepted to the bank.

**3.2. Offer Validity Period**

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

The bidder may modify or withdraw its offer after submission, provided that written notice of the modification or withdrawal is received by Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers.

**3.3. Bid Security, Cost of RFP, Performance Bank Guarantee**

**3.3.1. Bid Security/Earnest Money Deposit (EMD)**

Bidder shall furnish, as part of its bid, a bid security/EMD for an amount of **Rs 50,00,000/= (Rupees Fifty Lacs Only)**, in the form of DD/ Bankers’ Cheque in favor of Bank of Baroda drawn at Mumbai or Bank Guarantee in favor of Bank of Baroda issued by a reputed scheduled commercial bank in India (other than Bank of Baroda ) in the format enclosed and valid for-3-months from the last date of submission of the Commercial bid. Bank Guarantee should be as per the format mentioned in **Annexure–I**

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

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

The successful bidder's bid security shall be discharged upon the bidders signing the contract and furnishing the performance guarantee. Unsuccessful Bidder's bid security shall be returned as promptly as possible as but not later than 30 days after the declaration of the successful bidder. No interest shall be payable on bid security amount.

**The bid security may be forfeited:**

1. If a bidder withdraws its bid during the period of bid validity; or
2. In case of a successful bidder, if the bidder fails:
  - a) To sign the agreement within the stipulated time; or
  - b) To furnish performance guarantee within the stipulated time and valid till the end of contract period plus six months.

Bid Security/EMD of un-successful bidder/s shall be returned on completion of RFP process whereas EMD of successful bidder/s will be returned on submission of the Performance Bank Guarantee.

**3.3.2. Cost of RFP**

A complete set of bidding documents may be purchased by any of eligible bidders from our office (address given in section 2) on payment of a nonrefundable fee of **Rs.25,000/- (Rupees Twenty Five Thousand Only)**, in the form of a Demand Draft / Banker's Cheque in favor of Bank of Baroda payable at Mumbai. The RFP is available on Bank's website, [www.bankofbaroda.com](http://www.bankofbaroda.com) and can be downloaded. In case the bid document is downloaded from the website, the price of bid document shall have to be handed over separately in the form of a nonrefundable 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 bid.

**3.3.3 Performance Bank Guarantee**

Successful vendor also has to furnish a Performance Bank Guarantee of 10% of the total contract value issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour of Bank of Baroda. The Guarantee shall be valid for the entire period of contract and 3 months thereafter.

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

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

**3.4. General Terms and Conditions**

**3.4.1. Adherence to Terms and Conditions**

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

**3.4.2. Execution of Master Service Agreement (MSA), Service Level Agreement (SLA) and Non Disclosure Agreement (NDA)**

The successful Vendor shall execute (a) Master Service Agreement, which include overall terms of engagement (b) a Service Level Agreement, which would include product level services and terms and conditions of the services to be extended and any other conditions as may be prescribed by the Bank. Scope of Service may be enhanced based on Bank's business needs/Regulatory requirement on an

ongoing basis; and (c) Non-disclosure Agreement. The Vendor shall execute the MSA, SLA and NDA within one month from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the Vendor. Vendor are required to submit the Power of Attorney/Board Resolution authorizing the person to execute the document on behalf of the company.

### 3.4.3. Other terms and conditions

Bank of Baroda reserves the right to:

1. Reject any and all responses received in response to the RFP
2. Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
3. Extend the time for submission of all proposals
4. Select the most responsive bidder (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 requirement or any specifications related to eligibility or technicalities.

### 3.4.4 Substitution of Project Team Members

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

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Vendor can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Vendor during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the Vendor to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

### 3.4.5 Professionalism

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

### 3.4.6. Adherence to Standards

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

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

### 3.4.7. 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 services fees as per finally negotiated price.

### 3.4.8. Penalty & Liquidity Damage (LD):

If the vendor fails to handover / deliver the Welcome Kits within the timeline mentioned below from the date of receipt of data file, then Vendor shall be liable for penalty of 2% of Welcome Kit cost per kit per

day, subject to maximum of 10% of the order value inclusive of all taxes, duties, levies etc., per week or part thereof payable by the bank However this penalty will not be applicable if the delay is with the prior written approval of the Bank -

<b>Welcome Kit Type</b>	<b>Time limit for handover of the Welcome Kit to authorized courier to Bank's agency (Subsequent orders)</b>	<b>Timeline to deliver the Welcome Kit to Customer (in case of Personalised Kit) or Branch (in case of non-personalized Kit) (Subsequent orders)</b>
Non-Personalised	10 Working day	15 Working days
Personalised	2 working days	5 Working days

The vendor shall be liable for penalty to the extent of double of Welcome Kit cost in case of supply of defective Welcome Kit, Wrong Welcome Kit or providing wrong data to Bank for backend uploading. In such cases no payment will be made for these defective "Welcome Kits".

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected bidder. In case of termination of contract the Bank reserves the right to recover an amount equal to 10% of the Contract value as Penalty for non-performance.

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

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

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

### **3.4.9. Indemnity**

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

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

The Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility



model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

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

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

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

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

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

#### **3.4.10. Dispute Resolution**

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

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

#### **3.4.11. Force Majeure**

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

### 3.4.12 Termination for Default

Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

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

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

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

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

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

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

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

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

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

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

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

### 3.4.13 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the Vendors shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Vendors,

premature termination of the contract, and / or legal action against the Vendors for breach of trust.

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

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

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

#### **3.4.14 Limitation of Liability**

- The Vendor's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.
- Vendor's liability in case of claims against the bank resulting from Willful Misconduct or Gross Negligence of the Vendor , its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- The bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Vendor as part of this Agreement.

In no event shall any Party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement or the hardware or the software delivered hereunder, howsoever such liability may arise.

#### **3.4.15 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.

#### **3.4.16 Limitation on promotion**

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

#### **3.4.17 Authorized Signatory**

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

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

#### **3.4.18 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 Vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

**3.4.19 Audit**

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

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

The bank may decide, on its discretion to additionally conduct these audits or any other itself or through a third party.

**3.4.20. Publicity:**

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.

**3.4.21. Non Payment of Professional Fees:**

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

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

### 4.1. Background

Bank of Baroda is one of the largest Public Sector Banks in India and has international operations in 25 other countries. In India, the Bank consists of a branch network of 5500+ branches. Bank of Baroda is known as India's International Bank and has a reputation of being at the forefront in the usage of technologies. While Bank has a vast network of Branches, Bank's operations are fully automated and the customers of the Bank avail of various alternate channels of delivery. Bank has decided to automate regular banking operations in order to provide better experience to the customers. As part of this plan, Bank is looking forward for vendor who can printing, personalization & supply of welcome kit and associated logistics/ administration. Selected bidder is expected to make all efforts and commit all resources to make this project meet its objective.

### 4.2. Compliance of Eligibility Criteria

As per **Annexure "B"**

#### Note:

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

### 4.3. Scope of work

- Vendor is required to Print, Personalize and supply the personalize / non-personalize Welcome Kit containing following items as per the details provided by Bank –
  - One personalized / non personalized EMV/Chip Debit Card
  - One personalized / non personalized CTS Cheque book of 10 leaves with cheque requisition slip and other slips.
  - Acknowledgement Letter
  - Instruction sheets to generate Green PIN for debit card, registration process for net banking and mobile banking.
  - Other product leaflets/ guidelines, BCBSI code and Terms & Condition booklet
  - Envelop with the unique reference number/ account number
  - Any other promotional material
- Bank will use the rates provided by the successful bidder in response of RFP to place order of Welcome Kit for the period of 3 years from the date of agreement. Bank would also have an option to extend this rate contract for a further period of 1 year on the same rate and terms & conditions.
- Vendor should have capability of personalization, printing and supply of Debit card and should be a VISA, MasterCard and NPCI certified EMV card processing bureau and capable of providing personalized / non personalized EMV/Chip Debit Card as per the scope of work mentioned in RFP and add value to the process.
- Vendor should have capability of printing of personalized / non-personalised CTS cheque book.
- The requirement of Welcome Kit may increase / decrease based on the demand from the branches, Bank's business requirement and the vendor's performance.
- Vendor is required to monitor the quantity and quality of kits. They will also have to monitor the availability of kits at branches and ensure that at least 1 month stock of non-personalized welcome kit is always available at branches. Vendor to provide inventory management system, dashboard and other relevant portal / reports to Bank.
- The quality of welcome kit items will be determined based on the design, paper quality, quality of printing, gumming/ pasting, durability, overall look and feel etc.
- Vendor is required to provide web based portal for Bank branches / offices for lodging / raising / monitoring the complaint / requirement. Besides this the web portal will also provide the customized report about kit usage / inventory status. Bidder is also required it to integrate the web portal with

Finacle, Bank's Print Management Solution and CRBO to receive the data related to personalize Welcome Kit.

- Vendor may be required to provide different type of Welcome Kit to different customer segments / branches of the Bank, which will contain all / some of the items mentioned above or some additional items which are not mentioned above. Like for some branches some specific marketing material will not be part of the kit and some customers design / content of the kit will be different. Vendor will not charge any amount for any change in the design / content. The rate of each Welcome Kit will be the total of the items used on that Welcome Kit.
- Vendor should be capable of dispatch of Welcome Kit and should have delivery management solution. Bank on its discretion may use Vendor's courier service or may use its existing empanelled courier service for delivering welcome Kits to branches / customers. In case Bank use the services of empanelled courier services than vendor is required to coordinate with the courier / postal agency to update it in the Delivery Management Solution provided by vendor to Bank's branches / offices. The vendor is also required to integrate with Bank's Delivery Management System whenever it will be implemented by Bank and update the dispatch / delivery details in Bank's Delivery Management System.
- If Bank's uses Vendor's Delivery Management Solution, vendor should provide Bank to access Web portal and it should also have capability to integrate with Bank system. It will be vendor's responsibility to provide end to end service i.e to update AWB number in the portal and till the end delivery of Welcome Kit to Bank's Branch/ customer, Vendor should also have facility to return handling of Welcome Kits i.e. if Welcome kit is returned/not delivered due any circumstances then it will be Vendor's responsibility to contact customer for further making delivery attempt to the customer. It will be Vendor's responsibility to provide timely reports in terms of dispatch and delivery to Bank.
- The personalized cards have to be stuck to the respective personalised welcome letter and stuffed into the Welcome Kit. Then cheque book and other marketing inserts to be stuffed in Kit. The kits have to be handed over in lots to the Courier of vendor / bank empanelled courier service for the purpose. The service Provider webportal to bank to know the details of the kits handed over to the courier
- Bank will share the requirement of the kits for different branches / segments to selected vendor from time to time and vendor is required to supply the kits within the TAT.
- In case Bank requires, vendor will have to arrange for printing the welcome kit stationery in Hindi and/ or other Regional Language along with English

#### 4.4 Terms of execution of work

- 1) Delivery should be made in lots as per delivery instructions issued by the bank from time to time.
- 2) For welcome kits, the vendor shall ensure that 1 month requirement of each variant (welcome kit) are always stocked at the card personalizing center. It shall be the sole responsibility of the vendor to ascertain from the bank from time to time the stationery requirements well in advance.
- 3) The quantities mentioned in this tender are indicative and Bank reserves the right to alter the quantities for Welcome Kit or its components based on requirements.
- 4) Delivery of the cards and welcome kits will be deemed as complete only when the same are accepted by the Bank in accordance with the Terms & Conditions mentioned in this tender.
- 5) The vendor should complete the Printing of Personalised / Non-personalised Welcome Kit and deliver it within the timeline mentioned below –

Welcome Kit Type	Time limit for handover of the Welcome Kit to authorized courier to Bank's agency (Subsequent orders)	Timeline to deliver the Welcome Kit to Customer (in case of Personalised Kit) or Branch (in case of non personalized Kit) (Subsequent orders)
Non-Personalised	10 day	15 days
Personalised	2 working days	5 Working days

- 6) Before printing of the welcome kit stationery, the vendor is required to get the approval from the bank. There shall not be any separate charges payable by the bank to the vendor for the approval of the proof.
- 7) If Bank use the vendor's courier services then in case of States having Road Permit/entry tax, the vendor will have to liaison with local tax authorities and branch/bank officials at each of the locations to obtain the necessary permissions from the respective authorities. Obtaining the necessary permissions will be the responsibility of the vendor. The Bank will however reimburse the amount of taxes/ octroi paid, if any, in this connection, against production of the original challans.

#### 4.5. Stocking of Welcome Kit stationery

The service provider should arrange for safe and secure storage of 1 month welcome kit requirement of each variant at any point of time. All costs associated with storage shall be borne by the service provider. The service provider should provide daily MIS to the Bank through email regarding the welcome Kit inventory with details of receipt, usage and balance outstanding

#### 4.6 Stocking of Card Plastics

If bank opt for the supply of Debit card from the vendor then the vendor should stock the printed welcome kits and procured card plastics following the VISA specifications for VISA debit cards, MasterCard specifications for MasterCard debit cards and RuPay specifications for RuPay debit cards. In this regard, the vendor is required to maintain complete record of dispatch and the stock of cards and welcome kits. The stock shall be subject to periodic audit by the bank or its representatives and RBI or its representatives and the vendor should make necessary arrangements for the same. The service Provider has to ensure that the service Provider has to ensure that 1 month stock of cards and Welcome Kits of each variant are available at any point of time and should avoid any stoppage in production for want of card plastic and/or welcome kits. The service provider has to arrive at reorder level for procuring the plastics and welcome Kits based on Bank's forecasts, actual consumption, lead time for procurement and initiate the measures for procuring new lot of plastics and welcome Kits sufficiently in advance.

The vendor is required to submit detailed report on cards and kits dispatched, stock in hand etc. as per format provided by the Bank on daily basis and summary report as per format provided by the bank

In case Bank place an additional order for procurement of card plastic, then the same has to be procured within 4 weeks from date of approval of card design artwork from respective card scheme. Failing to do so shall attract penalty.

#### 4.7. Personalization and Administration of the Cards / Chequebooks

The encrypted card production file for the cards and cheque books to be produced will be sent from Bank's center containing the details for card, cheque personalization. The bidder must have a full-fledged setup to receive the encrypted data through a secured FTP channel or any other mode to be decided by the Bank from time to time.

The vendor has to personalize the cards, cheque book and welcome letter, stuff the card and the respective welcome letter in the welcome kit, and other marketing inserts and hand over to the courier agency identified by the Bank.

After personalization of cards, the bidder must have a mechanism in place to ensure that the embossed files are deleted immediately. These activities associated with Personalization and Administration of cards have to be done in-house and cannot be sub contracted.

## 5.0 Payment Terms

The terms of payment shall be as follows:

- a) No advance payment would be done against purchase order. Income Tax (TDS) & Work Contract (WCT) etc. will be deducted at source as per the prevailing Tax Rules.
- a) 100% of the value of the undisputed Welcome Kit invoice shall be paid within 21 days of receipt of invoice alongwith original delivery proof duly signed by bank's authorized courier agency / bank's official.
- b) Local taxes like octroi/entry tax etc., if any, shall be reimbursed only on production of original receipt issued by the respective authorities. The vendor should pay such amounts and claim reimbursement, while claiming the amount due. The claim without original receipt is liable to be rejected.
- c) If any penalty is imposed for non-payment of octroi/local taxes etc. shall be borne by the vendor.
- d) If the work is not found to be of good quality then the Bank will have the right to apply penalty or make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.
- e) Bank will not give any assurance for payment of any non-conforming product supplied by vendor. The total lot or part of the defective lot will be rejected without paying any compensation. The vendor cannot claim for the nonconformance/rejected/non specification Welcome Kit supply to the Bank. No indemnity/assurance on payment will be given and vendor may stand to forfeit PBG according to gravity of the situation.
- f) The Bank will not be responsible for any dispute arising between courier / Transport and or any other agency which is being deployed by the vendor.

## 6. VISA, MasterCard and RuPay Certificate / Manufacturer's Authorization form

Vendor must submit valid certificates issued by Visa, MasterCard and NPCI that they are empanelled by VISA, MasterCard and NPCI to manufacture/supply and personalise the cards as per VISA, MasterCard and NPCI guidelines. Vendor is required to comply the guidelines issued by VISA / MasterCard and NPCI in respect of manufacturing, personalize and supply of debit cards.

The Vendor should have their card personalization bureau and Senior Management personnel based in India to take care of the requirements and decisions related to the activities under this RFP.

## 7. Quality

The vendor shall guarantee that all materials shall be of superior quality and standard and the same shall be suitable for the purpose for which they are intended.

The vendor shall guarantee that the material shall be in strict compliance with the specifications mentioned and the requirements agreed upon and the acceptance will be subject to inspection and test when received.

The bank reserves the right to reject and return at the risk and expense of the vendor, any deliveries that may be defective or do not confirm to the specifications/forward samples approved by the bank and VISA/MasterCard/RuPay. The bank's decision will be final regarding quality and acceptability of the goods.

The quality of card personalization and cheque book personalization will be judged based on the look and durability of the items printed on the card.

The following are the key criteria for judging the quality of welcome kits:

- Quality of paper used
- Thickness of the paper
- Gumming at the edges of envelope
- Durability/ Overall look & feel



## **8. Review, Termination & Service Requirements**

The performance of the supplier will be reviewed every 3 months on delivery and quality parameters. Bank reserves the right to terminate the contract with immediate effect for poor quality performance. Non-compliance of any of the prescribed conditions would entitle the Bank to cancel the order anytime.

In the event of premature termination, with regard to card plastics already procured, the quality of which is as per Bank's requirement, Bank at its sole option may transfer the same to another card personalizing vendor through Bank's courier agency and the selected vendor shall facilitate the same at no additional cost to the Bank. However, courier charges associated with such transfer will be paid by the Bank

## **9.Future modifications/ enhancements**

In case the Bank joins any other payment network / Bank and/ or begins issuance of cards for any other subsidiary/ associate in future, the selected bidder should accommodate the same without any additional cost to the Bank. In the event of any modifications/ changes in the process of personalisation/ administration or changes in the specifications for any of the deliverables, etc., selected bidders will have to accommodate the same at no additional cost to the Bank.

## **10. Location of the bureau**

In case the selected bidder has more than one bureau at different locations, the selected bidder will have to personalise the cards only from the bureau of Bank's choice. The criteria for choice of the location by the Bank includes but not limited to customer base in the region, convenience, cost of dispatch etc.

## **11. Insurance Coverage**

Selected bidder/s need/s to insure any damage/loss to bank's assets (cards plastic) stored at their premises

**Annexure and Appendices**
**Annexure–A - RFP Application**
**(Letter to the bank on the bidder’s letterhead)**
**Date:**

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

Dear Sir,

**Re: Printing, personalization & supply of welcome kit and associated logistics/ administration**  
**- Bank’s RFP No: --- Dated.....**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of the equipment 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:

<b>Parameter</b>	<b>Response</b>
Name of the Company and nature of business	
Holding company or Parent Company(if any)	
Company address	
Details of Ownership	
Name of the Parent Company	
Year of commencement of business	
Names of all the Directors	
Name of the key person with contact details	
Annual Turnover and Net Profit	
Year 2013-14	
Year 2014-15	
Year 2015-16	
Location of Manufacturing facility	# Cities (list to be provided)
Location of printing press	
Names of the Bank, other companies for which similar work had been undertaken	

We further confirm that the offer is in conformity with the terms a conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the date of the offer.

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

We enclose Demand Draft/Bank Guarantee for Rs. 50,00,000/- favoring Bank of Baroda and payable at Mumbai, towards bid security, details of the same are as under:

- |                          |                  |
|--------------------------|------------------|
| 1. No:                   | 2. Issuing Date: |
| 2. Name of Issuing Bank: | 4. Expiry Date:  |

Yours faithfully,

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

**Annexure-B – Compliance of eligibility criteria**

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

<b>Eligibility Criteria</b>	<b>Compliance (Yes/No)</b>	<b>Details of proof submitted Detailed /specific document to be submitted</b>
Must be an IBA approved Security Form Printer.		Certificate given by IBA should valid and required to be submitted
Must have experience of printing Security Forms at least -5- years & PCBs printing for -3- years and have never been black listed by any bank		Certificate/Copy of order given by respective Banks
The bidder should be profit making institution for last 2 financial years (i.e. 2014-15 and 2015-16) with a positive networth		A copy of audited balance sheets and profit & loss for the financial years 2014-15 and 2015-16 must be submitted with the RFP.
The bidder should be capable of Personalizing, printing & Supply of Debit Cards		<ul style="list-style-type: none"> <li>• Vendor should submit VISA, Mastercard &amp; NPCI network (all three) certification for EMV card manufacturing.</li> <li>• Vendor should submit VISA, Mastercard &amp; NPCI network (all three) certification for EMV card personalization.</li> <li>• Others certificates such as ISO, PCI/PA-DSS etc.</li> </ul>
The bidder should be empanelled security printer of our Bank for printing of CTS personalized / nonpersonalized cheque book as on the date of submission of RFP		Clear documentary proof issued by our Bank in this regards is required to be submitted with the RFP.
The bidder having experience of Welcome Kit printing and supply to any Commercial Bank		Clear documentary proof relating to execution of the order is to be submitted with the RFP.
The bidders should be capable of printing, supplying and personalizing minimum 20,000 Welcome Kits every day.		(Undertaking, self-declaration should be provided)
The bidder should have capacity to scale up production if required by Bank within a short period of time		(Undertaking, self-declaration should be provided)
The bidder should be capable of supplying initial welcome kit to all domestic branches/offices of the bank within 45 days from the date of placement of order.		(Undertaking, self-declaration should be provided)
The bidder should not have been black-listed/ barred / disqualified by any regulator/ statutory body or bank/ organization during last 3 years		Declaration to this effect to be submitted on Company's letter head.

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

**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 should be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

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

**Annexure C: Technical Specifications:**

S. No.	Item	Specification
1.	Plastic Tamper Proof Envelope	Envelope - 50 / 55 Micron - Size: 5" x 9.5", Plastic Tamper Proof, 1 colour Printing
2.	Paper Envelope	Envelope - Size: 4.5" x 9.25", 4+0 Printing, 170 gsm Matt with Matt Lamination
3.	Booklet	Size: 3.50" x 8", 12 pages, 4+4 printing, 80 gsm Maplitho. Finishing: Centre Pinning
4.	Welcome Letter	A4 Size, 80 gsm Maplitho, 4+4 printing, Personalization on Front
5.	CTS Cheque Book (As per Bank's CTS cheque book specification) a) With Bank's MICR paper With printer's MICR paper	10 Leaf with Welcome Leaf and Record Slip
6.	Terms & Condition Booklet	3.66" x 8", 1+1, 28 page, centre pinning, 60 gsm Maplitho - B grade
7.	Code of Commitment Booklet	3.50" x 8", 1+1, 36 page, centre pinning, 70 gsm Maplitho
8.	Debit Card with Personalization	<b>Base Card</b> Printing- Front: 4 colour, Back: 4 colour (Without metallic/special color), Hologram, White Signature Panel & Black/Brown Hico Mag Stripe. <b>Personalisation</b> - (MagStripe Encoding, Indenting/DOD Number; CVV, Printing, WITHOUT Photo Print)
9.	Card Pouch	Size:9X6 cm close, 100 gsm Art paper – Matt or Gloss, Printing 4 colours on front, finishing Die cut + Gloss
9.	Acknowledgement receipt	3.5X8 printing 4+4 colour paper : 80 gsm Maplitho VDP personalization on front side

**• Debit card Specifications :**
**Card plastic supply:**

The specifications of the EMV card plastic to be supplied are as under:

- i. Manufactured by a Visa, MasterCard, NPCI certified EMV card manufacturer as the case may be
- ii. As per the design provided by the Bank and guidelines by respective card scheme
- iii. Magnetic stripe: HICO 2750 Oersted and ISO standards for encoding & location of Track 1, 2 & 3, ISO/IEC 7813.
- iv. White Plastic Standard: ISO/IEC 7810-ID1
- v. Signature panel: Tamper evident signature panel with security pattern of respective card Scheme with CVV/ CVC/CVD number printed as per card scheme requirements
- vi. Laminated finish
- vii. EMV Chip Specifications

**Contact card:**

1. Compliant to ISO/IEC 7816 Standards
2. Physical Card ID1 format
3. Card-PVC Material with 800 micron thickness
4. Microprocessor based IC Card 8 KB JAVA DDA on FLASH / EEPROM or higher colour: gold plated
5. Minimum 8 bit CPU
6. RAM 6 KB
7. Secure Hardware Crypto Coprocessor RSA /ECC, 3DES /3KTDES, AES

8. Common Criteria (EAL): EMVCo and CC(EAL5+)
9. Memory secure encryption for RAM, ROM and EEPROM
10. Counter Measures against side channel attacks (SPA & DPA)
11. Write Endurance: 300000 cycles or more
12. Data Retention: more than 10 years
13. Unique ID for each chip
14. Operating System should be hard masked on ROM or Flash based
15. Operating system should be Java 2.2.x or higher
16. Platform should be Global Platform 2.1.x or higher version
17. EMV Authentications Method Supported – DDA/CDA
18. Support for EMV financial applications using Chip and PIN:
  - a. VISA VSDC 2.8.1 or above for Visa cards
  - b. M/Chip 4 Select 1.1 or above for MasterCard
  - c. RuPay DPAS v1.1
19. Milling and embedding the chip on the card as per Visa, MasterCard, NPCI guidelines as the case may be.

### Setup and implementation activities

- i. Test Key exchange and dispatch of white card plastic for testing: This activity should be completed within 5 working days from the date of providing all the requirements by Bank for Respective variants and card schemes.
- ii. Submission of Card plastic design for approval: The proof should be submitted within 2 working days to the Bank for approval. Submission to the card scheme should be completed within 2 working days from the date of receipt of design approval from the Bank. This activity has to start in parallel and immediately on receipt of the purchase order. In case of delays beyond 3 days, it should be communicated to the Bank immediately for necessary follow up with the scheme. Approved artwork in .cdr or any other standard format to be provided to the Bank.
- iii. Supply of card plastic: The card plastic should be available for personalization within 4 weeks from the date of design approval from respective card scheme.
- iv. Production Key exchange: This activity should be completed within 2 weeks from the date of receipt of white plastic approval from the respective card scheme including bank dependencies.
- v. Approval for artwork and sample for welcome kit stationery items: Upon receipt of the design from the Bank, the selected bidder shall provide the proof for approval to the Bank within 3 working days. Changes to the proofs, if any suggested by the Bank be carried out immediately. The welcome kit should be available well in time before completion of the card plastic approval and delivery. The selected bidders should provide the finalized artwork in .cdr / .ai/ any other appropriate editable format to the Bank. Any changes in between should be carried out and stationery item be changed accordingly.
- vi. Welcome letter personalization, branch list, branch address label printing: The Bank will provide the formats for these activities immediately with the work order. Selected bidders will have to customize all these activities as per requirements within 2 weeks from the date of work order.

**Note:** No separate charges will be payable by the Bank to the selected bidders for the key exchange activity, test cards/white plastics, card design approval process, dispatch of test card / white plastics / sample physical cards for approval or for any other activity as required by Visa/MasterCard/NPCI in the EMV chip card approval, welcome kit artwork preparation, changes to the design, etc. during the contract period.

**Annexure D-1 Debit Card Personalised/Non-personalised (all three variants MasterCard, VISA, RUPAY)**

S. No.	Item	Unit (A)	Price	Quantity* (B)	Total Cost C= Ax B
1	EMV <b>RUPAY</b> Chip Debit Card (Personalised / Non Personalise)			20,00,000	
2	EMV <b>VISA</b> Chip Debit Card (Personalised / Non Personalize)			12,00,000	
3	EMV <b>Mastercard</b> Chip Debit Card (Personalised / Non Personalize)			8,00,000	
	<b>Total Cost</b>	<b>XXXXX</b>		<b>40,00,000</b>	

**Annexure D-2- Courier charges** -Supply of Welcome Kit to Customer/ Bank Branches. It is Bank's discretion Bank may or may not take courier service of vendor .The courier charges will include transportation to respective sites, and transit insurance.

Document Type	Quantity (A)	Per box/per kit price (B)	TOTAL COST C=A X B
<b>Non personalised kit 100 kits in 1 box – (60-100gms per kit weight)</b>	<b>20,000 boxes</b>		
<b>0-100 gms (Personalised Kit) – Air mode</b>	<b>20,00,000</b>		
<b>Total Cost</b>	<b>XXX</b>	<b>XXX</b>	

**Annexure D-3- Cheque book**

S. No.	Item	Unit (A)	Price	Quantity (B)	Total Cost C= Ax B
1	With Bank's MICR paper			20,00,000	
2	With printer's MICR paper			20,00,000	
	<b>Total Cost</b>	<b>XXXXX</b>		<b>40,00,000</b>	

**Annexure D: Commercial Bid Template**

Sr. No.	Item	Unit Price Per page (A)	Total Pages (B)	Quantity B	Total Cost D= AxBXC
1	Plastic Tamper Proof Envelope		XXX	40,00,000	
2	Paper Envelope		XXX	40,00,000	
3	Booklet		12	40,00,000	
4	Welcome Letter		1 (both sides)	40,00,000	
5	Cheque Book (Total cost as per Annexure D-3)	XXXX	XXX	XXXX	
6	Terms & Condition Booklet		28	40,00,000	
7	Code of Commitment Booklet		36	40,00,000	
8	Debit Card Printing and Personalization (Total cost as per Annexure D-1)	XXXX	XXX	XXXX	
9	Card pouch		XXX	40,00,000	
10	Acknowledgement receipt		XXX	40,00,000	
11	Courier Charges (Total cost as per Annexure D-2)	XXXX	XXX	XXXX	
12	Total Cost of Welcome Kit				

(Total amount in words Rs. \_\_\_\_\_)

**TOTAL COST OF OWNERSHIP (TCO):**

- Change of Quantities:** The quantity and number of pages specified in the commercial template are solely for computing TCO and **based on the current consumptions and not a commitment by the Bank**. However, the actual requirement of each item may be more or less due to any reasons and Bank may not procure any item(s) / service(s). The Bank has right to change the quantities for items specified herein, in the event of changes in Bank's plans / policies / regulatory guidelines, vendor performance etc.
- Bank will pay the charges only where the activities are availed.
- TCO shall encompass but not be limited to the following:
  - All taxes, levies, duties, cess, such as CST, Excise and custom duties, GST, VAT, or any other taxes in force, service tax.
  - Integration with Bank's various system like Print Management System, Delivery Management System etc.
  - Stamp duty and other cost incurred on execution of Agreement with Vendor, as advised by Bank's Legal Department.
  - Cost of Web Portal, complaint portal, MIS portal provided for Bank's branches / offices.
  - Cost of system/software upgradation for the entire period of contract.
  - Cost of implementation of changes suggested by Bank's Auditor / Regulatory agency in the Debit Card, CTS cheque book or process.
  - Any other cost expected by bidder for timely and efficient implementation of the project as per business requirement as specified in the RFP shall be included by the bidder.

SIGNATURE

(Name & Designation)

(Seal of the company)

**ANNEXURE-E**
**Template for "Technical Evaluation" (For Bank team)**

Template for "Technical Evaluation"						
SNo	Particulars	Maximum Marks	Minimum Requirement	7/14 Marks	8/16 Marks	10/20 Marks
A	<b>Service Provider Profile (Evaluation team to verify certified documents)</b>					
1	The bidder or the Vendor should have supplied Welcome Kit in at least one Commercial Bank(except RRB/Co-operative Bank/Nagrik/Sahkari Bank) in India as on 31.07.2017.	20	One commercial Bank	One Commercial Bank	2 Commercial Bank	More than 2 commercial Bank
2	The bidder or vendor should have supplied minimum 1 lacs Welcome Kit in last 2 years in India as on 31.07.2017.	20	1 lac Welcome Kit	1 lac Welcome Kit	2 lac Welcome Kit	3 lac Welcome Kit
3	The bidder should have a minimum annual turnover of Rs 25 crores during last three financial years i.e. 2013-14, 2014-15 and 2015-16	10	25 Crore	>= 25 Crore	>= 35 Crore	>= 45 Crore
B	<b>Technical Capability</b>					
1	The bidder or Vendor should have capacity to supply minimum 3 lacs Welcome Kits per months	10	3 lacs Welcome Kit	3 lacs Welcome Kit	4 lacs Welcome Kit	5 lacs Welcome Kit
2	What innovative / additional features vendor is offering in respect to Welcome Kit without any extra cost in price of Welcome Kit? (It can be in aspect of design, technology etc.) (Provide details in separate sheet of paper)	10				
	<b>Total Score</b>	<b>70</b>				
<b>Point to be Noted</b>		Evaluation team may request for additional information/clarification from the bidders, carry out site visits and make reference calls to existing clients for a complete and fair assessment of bidder capability to supply the Welcome Kit.				



**Technical Evaluation – Part 2- Presentation –**

S. No.	Parameters	Score
	Alignment of the solution being proposed with the requirements of the Bank <ul style="list-style-type: none"> <li>• Does the bidder display clear understanding of the bank's requirements?</li> <li>• Does the bidder demonstrate beyond any doubt ability to deliver on all requirements?</li> <li>• Is the bidder able to provide crisp and clear answers to questions asked with strong content?</li> <li>• Is the bidder proactive to provide innovative solutions for capabilities required by the bank?</li> <li>• Does the bidder have experience of performing similar functions in other clients?</li> <li>• Quality of the Sample kits presented to bank</li> </ul>	10
<b>Sub Total</b>		<b>15</b>

**Technical Evaluation – Part 3- Factory Visits –**

S. No.	Parameters	Max Marks	Comments	Marks Obtained
	<ul style="list-style-type: none"> <li>• Printing &amp; Support Infrastructure</li> <li>• Information security / confidentiality practices</li> <li>• Delivery Management &amp; Tracking System</li> <li>• Reports produced for client</li> </ul>	10		

**IV. Technical Evaluation – Part 4- Reference Checks**

Sr. No.	Due Diligence	Max Marks	Comments	Marks Obtained
1	References — Enterprise wide	10		

**Vendor Score sheet**

	Score
Vendor's Score in Technical Evaluation – I	/70
Vendor's Score in Presentation Evaluation – II	/10
Vendor's Score in Site Visits – III	/10
Vendor's reference checks - IV	/10
Vendor's Combined technical score	/100

Annexure- F-Compliance Certificate

(On letterhead)

The General Manager  
(DigitalBanking& Fintech)

Dated

Bank of Baroda  
Baroda Sun Tower, 7th floor  
C-34, G-Block, Bandra Kurla  
Complex Bandra (East)  
Mumbai 400 051

Dear Sirs,

**Ref: Printing, personalization & supply of welcome kit and associated logistics/  
administration- Bank RFP No: --- Dated.....**

1. Having examined the tender document including all annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to **Printing, personalization & supply of welcome kit and associated logistics/ administration** at Bank of Baroda in full conformity with the said tender document and in accordance with our proposal. The schedule of prices/charges associated terms are and made part of this tender.
2. If our bid is accepted, we undertake to complete the project within the scheduled time frame.
3. We confirm that this offer is valid for 180 days from the last date for submission of tender document to the Bank.
4. This bid together with notification of award and your written acceptance thereof shall constitute a binding contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act1988".
6. We agree that Bank of Baroda is not bound to accept the lowest or any bid that it may receive.
7. We have never been barred/black-listed by any regulatory /statutory authority in India.

SIGNATURE

(Name & Designation)  
(Seal of the firm)

**Annexure - (G)**  
**Compliance to RFP terms & conditions**

S. no	Description of major items as detailed earlier in the RFP	Compliance (Yes/No)	Remarks if any shortfall/condition
1.	Eligibility Criteria		
2.	Scope of work		
3.	Terms of execution of work		
4.	Bid cost included		
5.	Bid security included		
6.	Technical specification/details provided		
7.	Duly filled commercial template		
8.	Erasures or alterations, if any, in the proposal submitted		
9.	Offer validity period as per requirement		
10.	Right to alter quantity terms acceptable		
11.	Price freezing terms acceptable		
12.	Payment terms, Support Services & miscellaneous Terms /Requirements acceptable		
13.	Penalty terms acceptable		
14.	Order cancellation terms acceptable		
15.	Manuals & documentation to be provided as specified		
16.	Pre-delivery factory inspection terms acceptable		
17.	Repeat order terms acceptable		
18.	Dispute Resolution and arbitration terms acceptable.		
19.	All other terms and conditions specified in the RFP are acceptable.		

SIGNATURE

(Name & Designation, seal of the firm)

**Annexure - (H)**
**Reference Details**

(Details of two Banks preferably large PSU/Pvt. Banks, where the Welcome Kit is supplied)

	Reference 1	Reference 2
<b>Name of the Bank</b>		
<b>Address of the Bank</b>		
<b>Contact Details (At least two contacts are to be provided for each reference)</b>		
<b>Contact 1 Name:</b>		
<b>Designation:</b>		
<b>Landline no.:</b>		
<b>Cell no.:</b>		
<b>E-mail id:</b>		
<b>Contact 2 Name:</b>		
<b>Designation:</b>		
<b>Landline no.:</b>		
<b>Cell no.:</b>		
<b>E-mail id:</b>		
<b>Quantity ordered</b>		
<b>Quantity supplied till date</b>		

Note: Unsatisfactory reference and/or adverse feedback from the reference bank/Market may result in disqualification of the bidder at the sole discretion of the bank.

SIGNATURE

(Name & Designation, seal of the firm)

**Annexure I: Format for Bid Guarantee**

**The General Manager  
(DigitalBanking& Fintech)**

**Date:**

**Bank of Baroda  
Baroda Corporate Centre  
Baroda Sun Tower  
C-34, G Block, Bandra  
Kurla Complex Mumbai-  
400051**

M/s , having its registered office at (herein after referred as 'the vendor') , has inter-alia agreed to furnish a bank guarantee from a scheduled bank for Rs 50,00,000/- (Rupees Fifty Lacs only) as security for compliance with the vendor's obligation in accordance with stipulation of RFP No..... dated.....issued by Bank of Baroda.

On request of the vendor we (hereinafter called the issuing bank) do hereby undertake to pay to you an amount Rs. 50,00,000/- (Rupees Fifty Lacs only) against any non-compliance with conditions contained in the RFP.

We (the issuing bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by you by reasons of any breach by the said vendor of any of the terms or conditions contained in the RFP by reason of the vendor's failure to perform the terms thereof. Any such demand on us during the currency shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 50,00,000/- (Rupees Fifty Lacs only).

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 acknowledged by the bank on or before the expiry date of the guarantee.

We further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till satisfactory compliance of the terms and conditions thereof by the vendor or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said vendor and accordingly discharge the guarantee or till expiry date whichever is earlier.

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.

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 any of the terms and

conditions of the said RFP or to extend time of performance by the said vendor from time to time or to postpone for any time or from time to any of the power exercisable by you against the said vendor and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said vendor or for any forbearance, act or omission on your part or any indulgence by you to the said vendor.

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

The bank guarantee shall not be affected by any change in our constitution or of the vendor nor shall it be affected by any change in your constitution or by any amalgamation or absorption but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamating company or concern till expiry date.

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

Notwithstanding anything contained herein

- I. Our liability under this bank guarantee shall not exceed Rs. 50,00,000/- (Rupees Fifty Lacs only).
- II. This bank guarantee shall be valid up to.....;and
- III. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before..... .

**Annexure-J: PRE CONTRACT INTEGRITY PACT****General**

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

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

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

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

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

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

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

**Commitments of the BUYER**

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

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

- 1.1 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.2 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**

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



regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3 Previous Transgression**

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

### **4 Earnest Money (Security Deposit)**

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - (i) Bank Draft or a Pay Order in favour of Bank of Baroda
  - (ii) A confirmed guarantee by an Indian Nationalised Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2 The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

### **5 Sanctions for Violations**

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

or any one of the following actions, wherever required:-

- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6 Fall Clause

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

the BUYER, if the contract has already been concluded.

## **7 Independent Monitors**

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

## **8 Facilitation of Investigation**

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

## **9 Law and Place of Jurisdiction**

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

## **10 Other Legal Actions**

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

## **11 Validity**

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

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

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

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

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