

Date: 21st August 2017

TENDER FOR RATE CONTRACT OF DIGITAL SIGNATURE CERTIFICATES

A. BRIEF PROJECT REQUIREMENT

Bank of Baroda has a requirement for Purchase of Class II and Class III Digital Signature Certificates for Executives/ Officers for filing charges with Registrar of Companies (MCA 21), signing of documents, mails <u>and uploading 15G/15H on income tax department website</u> etc. through Registration Authority (RA module). The DSC should contain the encrypted PAN value of the applicant. The requirement shall be for a period of 1 year from the date of placing of rate contract order and Bank shall, based on the requirement place orders during the said term.

B. Scope of Work

1) The issuance process of Digital Signature Certificate should be hassle free.

2) There should be an option for applicants to register themselves in the CA website. Print out of the registration form will be sent to RA for verification along with Applicant's Sign, Organization Seal and other required documents. RA will forward the application forms to Certifying Authority.

3) Applicants should be informed regarding generation of the Digital Signature Certificate by CA (via email or SMS).

4) CA will generate the Digital Signature Certificates that will be downloaded by RA.

5) Bank has discretion for issuance of Digital Signature Certificate within one day in urgent cases.

6) MIS Reports and details of the Digital Signature Certificate issued, pending, available etc. should be 24*7 available to the website and should be exportable to PDF & XL.

7) E-Tokens should have 2 Years Warranty.

- 8) A system generated mail should be sent to the applicants with a copy to our RA email ID at least -1- month before expiry of their Digital Signature Certificate.
- 9) Vendor has to prior inform to Bank's Registration Authority about any change/modification/maintenance activity in the portal.

C. TENDER DELIVERY DETAILS

Vendors who are the licensed Certifying Authorities (CAs) of CCA are requested to submit their commercial proposal for above mentioned procurement. The vendors are requested to submit their commercial bid for Class II and Class III Digital Certificates as per Annexure 1. The Quantity mentioned in the commercial Bid format (Annexure 1) is approximate and Bank reserves the right to alter the quantity



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as per its requirement. In the case of additional requirements desired by the Bank over and above the quantity for which rate contract is placed with the successful vendor then the maximum quantity which the Bank can order would be an addition of 25% of the quantity mentioned in Annexure 1. The vendors may submit their tenders:

• Addressed to

General Manager (Chief Technology Officer and Head – IT Projects & CRM) Bank of Baroda, Baroda Sun Tower 7thFloor, IT Department, C-34, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051

• Delivered at the following address latest by 05th September 2017 by 3.30 PM

Mr. Arnab Das Manager (IT) Bank of Baroda, Baroda Sun Tower 7thFloor, IT Department, C-34, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 Tel – 022-66983089 / 3228/ 3006

D. IMPORTANT DATES

#	Particulars	Timeline
1	Tender Issuance Date	21 th August 2017
2	Last Date of Submission of Tender Response (Closing Date)	3.30 PM on 05 th September 2017
3	Commercial Bid Opening Date	4:00 PM on 05 th September 2017

E. SUBMISSION DETAILS

As part of the submission the vendor should submit the following details in a **Master Envelope superscribed "TENDER FOR RATE CONTRACT OF DIGITAL SIGNATURE CERTIFICATES"**:

- a) Valid documentary Proof of Licensed CA by CCA.
- b) Separate Sealed envelope (inside the Master envelope) superscribed as "Commercial Bid". The envelope should contain dully filled Commercial proposal (Annexure 1)

F. EVALUATION METHODOLOGY

Bank will evaluate the commercials of only those vendors who have submitted valid documentary proof certifying the vendor as Licensed CA by Controller of Certifying Authorities, Government of India. The vendor quoting the lowest commercial shall qualify as the L1 vendor. The vendors expected not to add any conditions /



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deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals.

G. NORMALIZATION OF BIDS

The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the empanelled vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the vendors will, by responding to this tender, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this tender, agree to the process and conditions of the normalization process.

H. CONTRACT PERIOD

The contract entered with the successful vendor will be for a period of 1 year from the date of placing of rate contract order. Bank based on its requirement during this contract period will place orders for the required quantity. However Bank will have the right to renegotiate these prices at the end of the contract period.

I. OTHER TERMS

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time

Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

J. PAYMENT TERMS

Bank will be placing request for Digital certificate as and when the requirement arises by our IT Department, Corporate Office, Mumbai.

The vendor will be eligible for 100% payment after delivery and successful deployment of certificates. The payment will be released from IT Dept., BCC as per the payment terms on submission of related documents.



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The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

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

K. DELIEVERY TIMELINE

Digital Signature Certificate should be issued within -5- working days from the date of the receiving of physical application form.

L. DOCUMENTATION

Vendor will have to supply all necessary documents in English related to the certificate along with their bid submission.

M. FORCE MAJEURE

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

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

N. ARBITRATION

In the event of a dispute or difference of any nature whatsoever between BOB and the vendor during the course of the assignment arising as a result of this proposal, the same will settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. BOB and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the



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umpire. Arbitration will be carried out at BOB's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

O. INDEMNITY

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. in respect of the Digital Signature Certificates supplied by him.

P. CONFIDENTIALITY

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by BOB. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by BOB. Further, BOB shall have right to regulate vendor staff

Q. INFORMATION AND SECRECY

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank

R. PUBLICITY

The vendor shall not advertise or publicly announce that he is undertaking work for BOB without written consent of BOB.

S. STANDARDS

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

T. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

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 Vendor shall be liable to the Bank for any excess costs for such similar services.

U. AUDIT

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a



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reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

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

V. NO EMPLOYER EMPLOYEE RELATIONSHIP

The Vendor or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

W. AUTHORIZED SIGNATORY

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

E-mail all your queries to *<u>rfp.it.procurement@bankofbaroda.com</u>*



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ANNEXURE - 1

Commercial Bid : Rate Contract of Digital signature certificates

(Amt. in Rs.)

Sr. No.	Description of DSC*	Validity of DSC	Quantity	Unit Price	Total cost of ownership(TCO)
1	Digital signature certificate Class-II	2 years	1900	0.00	0.00
2	Digital signature certificate Class-III	2 years	100	0.00	0.00
3	e - Token (USB)	2 years	2000	0.00	0.00
4	Any Other Charges **	XX	XX	XX	0.00
		0.00			

Note:

All the commercial value should be quoted in Indian Rupees.

a) The price of DSC should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals.

b) Bank will deduct applicable TDS, if any, as per the law of the land.

c) The Quantity mentioned here is approximate and Bank reserves the right to alter the quantity as per its requirement

d) Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.

e) *The DSC should contain the encrypted PAN value of the applicant.

f) ** Details to be provided for any commercial provided against "Any Other Charges".

Place:

Date:

Seal & Signature of the bidder