



**Request for Proposal (RFP)
For**

**Selection of Vendor for Supply, Installation, Operations and
Maintenance of Digital Signage Solution (DSS) for Bank of
Baroda on OPEX/RENTAL Model**

**Bank of Baroda
Digital Banking Department, Head Office
2nd Floor, Baroda Bhavan,
R. C. Dutt Road, Alkapuri,
Vadodara Gujarat – 390 007**

**08th September 2021
RFP Reference Number: HO/DBD/DSS/OPEX/113/543**

[A] Important Dates:

Sr. No.	Particulars	Timeline
1	Name of the Company	BANK OF BARODA
2	RFP Reference No	HO/DBD/DSS/OPEX/113/543
3	RFP issuance date	08-09-2021
4	RFP Coordinator Name, Contact details (Bank)	Mr. Anil Deshmukh, Sr. Manager (IT) Contact No. – 0265 2316285 Email: dss.support@bankofbaroda.co.in
5	Place of Pre-bid meeting/ Opening of Bids / Address for Communication	Bank of Baroda, Digital Banking Department, Head Office, 2nd Floor, Baroda Bhavan, R. C. Dutt Road, Alkapuri, Vadodara – 390007
6	Last Date of Submission of any Query/Reporting any error.	20-09-2021 till 5:00 pm
7	Schedule of Pre-Bid Meeting	30-09-2021 at 3:00 pm
8	Last date of submission of RFP Response(Closing Date)	21-10-2021 at 2:00 pm
9	Date and Time for opening of Eligibility cum Technical Bid	21-10-2021 at 3:00 pm
10	Oral presentations & product demo at Live working sites (where DSS were installed by the bidder)	10-11-2021 to 16-11-2021
11	Announcement of technical bid qualifiers and opening of commercial bid	The commercial bids of only those vendors will be opened who qualify in both eligibility and technical evaluation. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
12	Cost of the Bid Document (Application Money (Non-refundable))	Rs. 25,000/- (Rupees Twenty Five Thousand only)
13	Earnest Money Deposit (EMD) / Bid Security	Rs 48,00,000/- (Rupees Forty Eight Lakhs Only)
14	Method of Selection	Lowest responsive priced bid (L1)/ Least Cost Based (L1) Selection Method.
15	Contract Term	Shall be for 5 years subject to extension on 1+1 basis, based on satisfactory performance review of the Successful Bidder.

Note:

The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website www.bankofbaroda.in under Tender Section for any changes / addendums to the above schedule and/or any other changes to this RFP. Bidders can contact through email to dss.support@bankofbaroda.co.in for any queries related to above mentioned schedule. 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.

If a holiday is declared on the dates mentioned above, the Bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.

Due to COVID 19 Pandemic situation, Bank may at any point of time conduct the Pre-bid meeting/Presentations through Microsoft Teams or any other suitable online/offline mode. Bidders shall communicate with the attendant's email-ID to Bank's Email ID dss.support@bankofbaroda.co.in

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

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

[B] Clarification of terms/Abbreviations

Term	Definition
Bidder, Service Provider, Vendor	An individual/company that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document
Bank, BOB	Bank of Baroda' means amalgamated entity (Bank of Baroda + erstwhile Vijaya Bank + erstwhile Dena Bank (including domestic branches and foreign offices) and subsidiaries).
HO	"Head Office situated at Baroda Bhavan, Baroda"
Successful Bidder	The Bidder to whom contract is awarded and is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
Proposal, Bid, Offer	Offer means "Response to the RFP Document" submitted by Recipient to the Bank
Tender, RFP	RFP response documents prepared by the bidder and submitted to Bank of Baroda.
Contract	The agreement entered into between the Bank and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
Services	All services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, support, training, certifications, auditing and other obligation of the Bidder covered under this RFP.
e-Lobby	Combination of ATM, Cash Recycler, Passbook Printer, Multi-Function Kiosk and Digital Display System
Annual Maintenance Contract (AMC)	It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software.

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

Abbreviation	Expansion
DSS	Digital Signage System
EMD	Earnest Money Deposit
PAN	Permanent Account Number
GSTN	Goods and Service Tax Number
PBG	Performance Bank Guarantee
GOI	Government of India
Meity	Ministry of Electronics and Information Technology
DD	Demand Draft
GST	Goods & Services Tax

ISO	International Standards Organization
TO	Technical Offer
LOI	Letter of Intent
LD	Liquidated Damage
MAF	Manufacturer Authorization Form
ZO/RO	Zonal Office/ Regional Office
RFP	Request for Proposal document
OEM	Original Equipment Manufacturer
SLA	Service Level Agreement
NDA	Non-disclosure Agreement
AMC	Annual Maintenance Contract
TCO	Total Cost of Ownership
VAT	Value Added Tax
GST	Goods and services Tax
CMT	Central Monitoring Tool
MoU	Memorandum of Understanding
DMP	Digital Media Player

[C] Important Note:

As per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management

rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

[D] Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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Section1: Introduction and Disclaimer

1.1. About the Bank

Bank of Baroda is one of the largest Public Sector Banks in India and has international operations in 21 other countries. In India bank is having around 8,200 branches, 130 million customers, 100+ branches/ offices overseas including branches of our subsidiaries distributed in 25 countries and approximately 13,000 ATMs across India. IT enabled delivery channels like ATM, Internet Banking, Mobile Banking, Internet Payment Gateway and Unified Payment Interface (UPI) have immensely increased the choices offered to the customers to conduct transactions with ease and convenience.

1.2. About the RFP

Bank wants to engage a vendor for Supply, Installation and Maintenance of Digital Signage Solution on OPEX/RENTAL Model.

In connection to this, Bank invites sealed offers ('Eligibility cum Technical Proposal/Bid' and 'Commercial Proposal/Bid') for selection of Bidder as per Bank's requirement and in compliance with the Terms & Conditions, Specifications and Scope of Work described in this document.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Baroda ('Bank') to **shortlist the bidders interested for supply, installation and maintenance of 2000 Digital Signage Solutions (DSS) & Services at Banks branches/offices/ATM lobbies/E-lobbies etc. across the country on Operating Expenditure (OPEX/RENTAL) Model** where all the displays, software and hardware are owned, maintained and operated by the bidder and Bank pays a monthly rental amount for the same. Hence, bidders are required to quote the rental charges for the items mentioned and charges for various services as mentioned in this document.

The initial contract for install and maintain the DSS the will be for the period of **5 years** from the date of signing of the contract / SLA, subject to yearly performance review for satisfactory performance of the Bidder. The tenure of contract can be extendable on same terms and conditions for 1+1 year at the banks discretion. Site identification for such solution will be solely at the discretion of the Bank.

Further, in the case of additional requirements desired by the Bank during the contract period over and above the quantity mentioned the maximum order which the Bank can place would be an addition of 25% of the quantity for which contract is placed at its absolute discretion from the selected Bidder/s at the prices quoted in response to this RFP.

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.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Bank in relation to the Project[s]. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Bank, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. While all care has been taken to keep the assumptions, assessments, statements and information contained in this RFP as relevant, complete, accurate, adequate and correct, it may not be taken as final. Each bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources

1.3. Objectives of the RFP

The Bank has decided to float this RFP to achieve the following objective:

- a. Bank intends to select a capable and experienced Bidder who can Supply, Install and Maintain the Digital Signage Solution on OPEX/RENTAL Model as per the scope of work and as per terms and conditions as outlined in this RFP.
- b. To have empanelment of a qualified & competent Bidder, through an open tendering process.

1.4. 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.

Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

The Bank may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

1.5. 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.

1.6. 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.

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

1.7. 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.

1.8. 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.

1.9. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.10. 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.

1.11. Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank in its absolute discretion may apply whatever selection criteria it deems appropriate in finalizing the Bidder for selection of Bidder for Supply, Installation, Operations and Maintenance of Digital Signage Solution on OPEX/RENTAL model and not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation for short listing/ selecting the bidders who meet the benchmark of technical and financial capacity criteria and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient, nor would it be conferring any right on the bidder over the Bank for any kind of claim whatsoever. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.12. 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.

1.13. 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.

1.14. 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 2.4 – Requests for Information but not later than last date of receiving clarifications as specified in Invitation for Request for Proposal – Last date of submission of any query / reporting any error.

1.15. Acceptance of Terms

The purpose of this RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared

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

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

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

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

It is the Bidder's responsibility to:

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

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

1.16. Disqualification

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

1.17. Participation Methodology

In this RFP either the Indian Agent on behalf of the Principal or the Principal itself can Bid but both cannot Bid simultaneously for the same solution. If an agent Bids on behalf of the Principal, the same agent shall not submit a Bid on behalf of another Principal for this RFP. The principal Bidder should assume responsibility on behalf of the Agent for providing end-to-end solution i.e., technology, personnel, financial and any other infrastructure that would be required to meet intent of this RFP.

1.18. Standards

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

Section 2: Lodgment of RFP

RFP Response Details

One Set of bid documents (paper copies) containing Eligibility, Technical and Commercial (Each in separate sealed envelopes); One (1) electronic copy (Microsoft Office 2007/2010 on CD) and one (1) electronic copy (Adobe .pdf non-editable / password protected on CD) must be supplied to the Bank in a sealed master envelope superscripted “**Proposal for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model**” and document should be addressed and submitted to:

**The General Manager
Digital Banking Department
Bank of Baroda
Baroda Bhavan, 2nd floor
R C Dutt Road, Alkapuri
Baroda
Gujarat - 390 007**

The sealed bid envelope should be delivered to Mr. Anil Deshmukh, Senior Manager at the above address on the 2nd Floor (Telephone– 0265-2316285). Bids submitted anywhere else would be liable for rejection.

RFP Response Submission Details:

The bids shall be in two parts viz.

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

Each proposal – Eligibility cum Technical Proposal and Commercial Proposal - shall be submitted in separate sealed envelopes super-scribing “**Eligibility cum Technical Proposal for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model**”, and “**Commercial Proposal for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model**” on top of the envelopes respectively. These separate sealed envelopes should be put together in a sealed master envelope super-scribing “**Proposal for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model for Bank of Baroda**”.

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

- a) **Name of the bidder:**
- b) **Type of offer: Eligibility, Technical, Commercial**
- c) **Date of submission:**
- d) **Contact numbers (mobile) and email address of the single point of contact of the bidder for this RFP.**

All pages of the proposal are to be numbered (in ‘Page No. X of Y’ format) and signed by an authorized signatory on behalf of the Respondent. The numbers should form a unique running series across the entire document.

The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.

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

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

- a) Submission of Bid after the time stipulated in this RFP Document.
- b) Misleading/incomplete information or documentation
- c) Bid submission without bidder's name
- d) Price information provided anywhere other than 'Commercial Bid'
- e) Improper Demand Draft/ Banker's Cheque for Application Fee or Bank Guarantee for Bid Security
- f) Any conditional offer or assumption with or without information to the Bank
- g) Envelopes are not in order as per requirement specified in this document
- h) Bidder is not meeting eligibility or technical criterion specified in this RFP
- i) Bid submission through Fax or email
- j) Submission of more than one bid. In case, bidder is submitting more than one bid, all the bids submitted by the bidder shall be disqualified
- k) 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.
- l) There is any form of canvassing/lobbying/influence/query regarding short listing, status etc.

2.1 RFP Response guidelines

- a) All responses received after the due date/time would be considered late and are liable to be rejected. The Bidder is requested to quote commercials upto two decimal places only.
- b) All bid responses should be in English language.
- c) All responses including Eligibility, commercial and technical bids would be deemed to be irrevocable offers/ proposals from the Bidders and May, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- d) Any Eligibility, Technical or commercial bid, submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- e) The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, receives a written notice of the modification or withdrawal for submission of offers.
- f) By submitting a proposal, the Bidder agrees to promptly enter into an agreement with Bank for any work awarded to the Bidder. Failure on the part of the selected Bidder to execute a valid agreement with Bank within 30 Days of receiving the work order will relieve Bank of any obligation to the Bidder, and the Bank will be at liberty to select another Bidder based on the selection process of Bank.
- g) By submitting the bid, the Bidder represents and acknowledges to the Bank that it

possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all applications, hardware, software, utilities, network firewall, manpower to be deployed by bidder in response to this RFP shall meet the proposed Service requirements of the Bank and industry standards. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Bank. The Bidder also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the selected Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Bank expects the selected Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.

- h) All RFP response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.
- i) There should be no hand-written material, corrections or alterations in the offer. Requested details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual/ annexure” is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.
- j) Numbering of Pages- All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Eligibility, Technical Bid and Commercial Bid/s, and not section-wise. All pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Respondent. The numbers should form a unique running series across the entire document.
- k) Authorized Signatory-The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory will authenticate under his/her sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.
- l) Clarification on RFP Document
1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all requirements/ specifications/conditions/intent of RFP.
 2. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP, prior to finalizing their responses. All questions are to be submitted to the Bank at e-mail address dss.support@bankofbaroda.com, not later than the query submission date mentioned in this RFP and as advised by Bank from time to time.
 3. The Bidder in all such cases must seek clarification in writing in the same serial order as that of RFP by mentioning relevant page number and clause number of RFP on or before the timeline prescribed in this RFP under “Schedule of activities”
- m) Validity of Bids- The bids shall remain valid for a period of 180 days from the last date of submission of bids to the Bank. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and shall, if accepted by Bank, form part of the final contract between Bank and the selected Bidder. 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/ withdrawn by the bidder, subsequent to the closing date and time for submission of offers.
- n) Submission of Bids
- 1) The response should be submitted on or before the last date & time of submission

mentioned in "Schedule of Activities". If the last date of submission of RFP response is declared as a holiday for any reason, then the last date for submission of RFP response will fall on the next working day. Documentary proof, wherever required, in terms of the RFP should be enclosed.

- 2) The Bids / Proposals should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the details in prescribed formats duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of details. The proposal must be submitted in an organized and structured manner and no brochures/leaflets etc. should be submitted in loose form.
- 3) All envelopes should be securely sealed and stamped.
- 4) For participation in the opening of eligibility cum technical and commercial bid, the Bidders' representatives are required to carry authorization letter from their authorized signatories, if the person attending the bid opening process is other than the authorized signatory.

2.2. 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.

2.3. Late RFP Submission Policy

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

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

2.4. 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 Department
Bank of Baroda,
2nd Floor, Baroda Bhavan,
R C Road, Alkapuri,
Vadodara - 390 007

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

Bidder have to provide their queries on eligibility criteria, scope of work, terms & conditions etc in the below format only (Excel Format). Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page

number, state the clarification point and the queries/suggestion/deviation that they propose as shown below:

Name of the Respondent/Bidder:

Date:

Contact Person from Respondent/Bidder in case of need.

Name:

Designation:

Mail ID:

Tel / Mobile No:

Sr. No	Reference from RFP Section (If From RFP)		Query / Suggestion/Deviation
	Volume & Section Ref	Page No	
1			
2			

All queries/clarifications requested must be in writing and should be forwarded by the nominated point of contact of bidder in the above format (**EXCEL ONLY**). The queries to be e-mailed to: dss.support@bankofbaroda.co.in 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.

2.5. Notification

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

2.6. Related Parties

In the following circumstances Bank will have discretion to reject the entire bid

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

Section 3: Bidder's Selection /Evaluation process (EVALUATION OF PROPOSALS)

Opening of Bids shall be strictly as per schedule under this RFP and no request for change in date shall be entertained. However, Bank reserves the right to change the date and time of the Schedule of RFP under unavoidable circumstances, if any, without assigning any reasons.

Evaluation process is a combination of eligibility cum technical assessment and commercial quote offered by the bidder. All responsive bids are evaluated by the evaluation committee with a view to select the lowest (L1) bidder who meets the qualification criteria and techno-commercial aspects. Financial bids of such successful bidders only would be opened for selecting the L1 bidder among these and financial bids of unsuccessful bidders would be returned unopened to them.

Envelope containing EMD will be opened first. If the EMD is found to be in order as per the terms stated. Then the evaluation process will proceed as per below mentioned stages in sequential manner.

A. The envelope containing Eligibility Proposal will be opened first and would be evaluated for eligibility as per the criteria mentioned in **Annexure B**.

Technical Bid shall be evaluated, if the Bidder is found Qualified as per Eligibility Criteria as stipulated in this RFP document. A bidder to qualify for evaluation of Technical bid must mandatorily comply with ALL requirements under the Eligibility criteria. Non-compliance of even one condition will render the bid ineligible for further processing of the Technical bid.

B. The Technical evaluation of all those bidders who qualify the eligibility criteria and are found to be in order will be checked against the criteria for compliance as mentioned in **Annexure E**.

Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit will be done as detailed under in this document and bidders satisfying the stated criteria will qualify for opening of commercial bid.

C. The Financial Proposals of only those bidders who meet the technical criteria mentioned in **Annexure E** will be opened and evaluated by the evaluation committee of BOB. Price bids will be evaluated as stated in **Annexure F**. Commercial Proposal shall be opened only for the technically qualified bidders who obtain the qualifying marks as per the evaluation criteria mentioned in **Annexure-G** (Template for Technical Evaluation).

Responses from Respondent will be evaluated based on under mentioned evaluation process.

The lowest responsive priced bid (L1) that meets the eligibility criteria, technical and commercial requirements laid down in the bid documents is declared as successful and shall be recommended for award of contract.

The evaluation process 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.

The bid shall be cancelled at any stage if the Bank detects that information / facts is contrary / undisclosed to what has been submitted in the bid.

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.

All decisions made by the Evaluation Committee of BOB during the above mentioned

evaluation process shall be final and binding on all bidders.

Stage A – Eligibility Proposal/Evaluation (Eligibility Assessment)

Eligibility Evaluation – Stage A shall be to ascertain the eligibility of the Bidder /s for the project. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in **Annexure B – Eligibility Criterion Compliance** to this document. The bidder would need to provide supporting documents as part of the eligibility proof. During evaluation of the responses, the Bank, at its discretion, may ask the bidder for clarification in respect of its response. The request for clarification and the response shall be in writing, and no change in the substance of the response shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any response in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

The eligibility proposal shall be organized and submitted as per the following sequence:

Table of contents (list of documents enclosed).

Sr. No.	Description	Annexure
1.	RFP Application (Duly filled)	A
2.	Covering letter certifying eligibility criteria compliance	B
3.	Manufacturer/OEM's Authorization Letter to support the Licensed Technology for the entire period of the contract to the bidder, if applicable	C
4.	List of Banks / Institutions where Digital Signage Systems are currently operational	D
5.	Compliance certificate	H
6.	Supporting documents / certificates of this RFP document	J
7.	Compliance of RFP terms and conditions	K
8.	Reference site details	L
9.	Bid security / EMD in the form of Demand Draft / Bankers' Cheque in favor of Bank of Baroda drawn at Baroda/ Bank Guarantee in favor of Bank of Baroda issued by a reputed scheduled commercial Bank in India (other than Bank of Baroda) in the format enclosed (Annexure M) and valid for-3-months from the last date of submission of the commercial bid	M
10.	List of city-wise and bank-wise number of Digital Signage Solutions installed & operational	N
11.	Bidders responding to this RFP need to sign the Integrity Pact (IP), which will be also signed by Banks representative	O
12.	Non-Disclosure Agreement (NDA)	P
13.	Application Money must be deposited through RTGS (Real Time Gross Settlement) / NEFT. Vendor should submit the Application/ Bid Fee Letter	S
14.	Conformity Letter	T

Note:

- 1) Copy of the response document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
- 2) One Compact Disk (CD) containing the soft copy and the scanned copies of credential letters / Purchase orders / supporting documents as mentioned in section.

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.

Stage B - Technical Proposal/Evaluation (Technical Assessment)

Technical Evaluation – Stage B shall be to evaluate the technical aspects of the product, services etc. The evaluation of Functional and Technical capabilities of the bidders of this RFP shall be completed in this step. The technical proposals only shall be subjected for evaluation at this stage.

A bidder to qualify for ACCEPTANCE of Technical bid must mandatorily comply with ALL mandatory requirements under the Technical /Functional specifications mentioned in Annexure – E. Non-compliance of even one condition of the specified Technical criteria shall lead to the disqualification of the bidder. The bid shall be cancelled at any stage if the Bank detects that information / facts is contrary /undisclosed to what has been submitted in the bid.

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 reserves the right to waive any of the Technical / Functional specification if in the Bank's opinion it is found to be minor / deviation or acceptable deviation.

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 exercise as part of the technical evaluation is resorted to.

Technical Evaluation consisting of Document evaluation, Presentation by Respondent and Site visit will be done as detailed under in this document. Only those bidders who qualify after technical evaluation will be eligible for opening of commercial bid.

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

Technical Proposal shall be opened only for eligible bidders and will be evaluated as per Technical and Functional Specification and Only those bidders who qualify after technical evaluation will be eligible for opening of commercial bid.

The proposal should comprise of following points which will be covered under the technical assessment

- 1) Submissions made by bidders in their response to this RFP as per the template provided.
- 2) Evaluation of paper based response/documents submitted to support the claim of bidder in regard of Technical and Functional Requirement.
- 3) Confirmation of Functional and Technical Specifications (**Annexure-E**)
- 4) Information / documents required from bidder for "Eligibility cum Technical Evaluation" (**Annexure – B**)
- 5) 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, installation and maintenance of Digital Signage Solutions for bank's branches/offices/E-lobbies. A summary of Bidder's solution 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.

- 6) Documentation (product brochures, leaflets, manuals, technical specification, data sheet etc.) to provide complete information of the model offered to the bank and confirming Functional and Technical specification mentioned in **Annexure E.**
- 7) Solution architecture and implementation methodology
- 8) Technical specifications and documentation on configuration of the machine and interfacing with bank's host system.
- 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)
- 10) A presentation by the Respondent on their capabilities and proposal for the Bank, also including the below:
 - a) Bidders profile/experience in the related field to fulfill the implementation/customization requirements.
 - b) Proposed size and Profile of team to be committed along with allocated time commitment
 - c) Proposed Span of control across all levels and all support roles
 - d) Oral/PPT presentation made by the bidders and clarifications given to Bank's evaluation team.
 - e) The bidder has to give a demonstration of their proposed product at their cost. This will be a part of technical assessment to ensure compatibility with bank's systems/requirements.
 - f) Financial and manpower strength of the company
 - g) Features of the model proposed by the bidder
 - h) Implementation strategy with timeline
 - i) Energy efficiency of Digital Signage Systems & its adherence to emission standards of country. Power utilization by the Digital Signage Solutions and rating.
 - j) State wise support facility with number of support centers and qualified/trained Engineers.
 - k) Acceptance of laid down terms and conditions
 - l) Signed hard copy and soft copy of presentation will be provided to the Bank.
 - m) Site visits and demonstration of fulfillment of requirements, features of the machine/technical capabilities/support infrastructure etc. as given in this RFP to the Bank's evaluation team. Bank may choose to visit the live/working sites where the offered model of Digital Signage Solutions is currently operational, whether in India or abroad or the bidder may be asked to arrange tele/video conference with relevant resources of the Bank where the Digital Signage Solutions are deployed. In case Bank chooses to visit the location, the bidder shall bear the cost of travel and stay for the Bank team comprising of three to four members.
- 11) References provided/gathered by the bank about the DSS and service rendered by the company.
- 12) Demonstration of proposed Hardware, Software and Services – actual demonstration of tools(s) and not just PPT presentations
- 13) **Commercial bids shall be opened only for those bidders who secure a minimum of 70% score in the eligibility cum technical assessment.**
- 14) 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. Other lower scoring bids would not be considered further. In case sufficient number of bids do not technically qualify; the Bank, at its discretion, lower the qualifying technical score appropriately.

- 15) 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, install and maintain DSS in bank.
- 16) **Cut off marks for technical eligibility will be 70%.** Marks will be given after evaluation of the technical proposal based on presentation, documents, site visit. Detailed Technical Evaluation Matrix is given at **ANNEXURE-G**.

Vendor	Technical Marks out of 100
A	80
B	55
C	90

As per the above table, vendor B will be disqualified and not considered for **commercial evaluation**.

Proof of Concept (POC)

1. If required Bank may call for POC from the vendors. In the POC the vendor needs to supply & install the Digital Signage System of the same make & model proposed in their bid at our office in Baroda Bhavan, Head Office, Baroda or at another location as informed by the Bank.
2. The POC would be done to check whether the proposed model meets the Functional and technical specifications as mentioned in Annexures.
3. Any vendor who is not complying with the above POC will be technically disqualified.
4. While bank will be responsible for providing configuration details and testing the DSS as per requirement, the vendor has to bear expenses for supply and installation of DSS for POC.

Evaluation of Price Bids

Reference is made to **Annexure – F** on price bid. The bid price will be the grand total of rental charges of Displays, Hardware and Software, cost of Services and the Internet Data Card service. The bid price will be scrutinized for possible calculation mistakes (if any) and also compliance with the format stated in **Annexure –F**. Operation, Maintenance and Technical Support Service charges shall remain unchanged for **5 years** from the date of project sign off.

Notification to Unsuccessful Bidders

Unsuccessful bidders will be notified by email after the entire procurement process is completed.

Stage C - Commercial Proposal/Evaluation:

The commercial proposals of short listed bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete either for not providing quote for all required services, it shall be presumed that the services shall be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete.

Commercial bids shall be opened only for those bidders who comply with all the technical requirements detailed in the Technical and Functional specifications. The final selection of the Bidder /s shall be based on Least Cost Selection method (L1).

The commercial bids of only those bidders who qualify in both eligibility and technical

evaluation will be opened. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years.

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 – F**.

- 1) The best and firm price should only be quoted (as per the format enclosed)
- 2) The bidder must quote in Indian Rupees (‘INR’) only. Bids in currencies other than INR would not be considered and bid will be rejected forthwith.
- 3) The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of tender document to the Bank.
- 4) The prices quoted by the bidder shall be inclusive of installation, transportation to respective sites, and insurance while transportation and for minimum 15 days from the date of delivery of DSS. However, the prices shall exclude local taxes if any which shall be payable 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.
- 6) Any contradictory information, conditional pricing, exclusion of any item in TCO computation or error in computation may lead to summary disqualification of the bid as per sole discretion of bank.
- 7) The price will be inclusive of the following:
 - a) Cost of the equipment (i.e Digital Signage Systems with built in media player, cables, safe wall mount, CDs, manuals, etc as defined in **Annexure F** including all central taxes including VAT, GST, duties and levies except local taxes like Octroi, Entry tax, LBT which shall be Paid at actual).
 - b) Transportation and forwarding charges to respective sites/locations across India.
 - c) Insurance to cover the equipment from date of dispatch till 15 days after delivery at each location or date of installation whichever is later.
 - d) Installation & commissioning and training to Bank/ Branch staff about usage/ operation of the machine.
 - e) Monthly Rental charges for each year over a span of 5 years (after the warranty-year 0) covering all parts, service and Quarterly Preventive Maintenance should be mentioned in the **Annexure- F**.
 - f) In case of shifting of the branch or premises or location, the Bidder shall arrange to decommission the equipment, shift equipment and re-install at the new location. The shifting charges to be borne by the bidder without any additional cost to the bank.
 - g) The Bidder will be required to maintain adequate spares inventory at each of its service/support centers. For bigger cities/centers or higher deployment center, the bidder may be required to have at least 100 fully functional DSS available as a standby in case of emergency replacement.
 - h) During the contract period, the Successful Bidder shall replace all the spares parts which are required to be replaced without any cost to Bank during the tenure of the Contract. Successful Bidder shall have to provide sufficient evidence to support the reasons for Force Majeure up to the satisfaction of Bank.

Refusal/failure to commit supply of Digital Signage Systems Terminals as per terms of RFP shall result in disqualification of the Bidder from this process as well as future procurements of Bank and forfeiture of EMD.

TCO (Total Cost of ownership) which will be used for evaluation shall be calculated on the basis of all the cash outflows, for the five-year period, for bank as proposed by the bidder in Annexure F.

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 proceed for retendering at its own discretion.

The technical weightage calculation for the bidder will be as per Annexure G

Thus, prices should be quoted excluding all taxes and charges / costs associated with all areas / items / services required for smooth operation / functioning of the solution.

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 48,00,000/- (Rupees Forty Eight Lakhs Only), in the form of DD/ Bankers' Cheque in favor of Bank of Baroda payable at Vadodara 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-M**.

- a) Bid security should be enclosed in original with the "Eligibility Bid".
- b) The successful bidder's bid security shall be discharged upon the bidder signing the contract and furnishing the performance guarantee.
- c) Unsuccessful Bidder's bid security shall be returned as promptly as possible as but not later than 60 days after the declaration of the successful bidder.
- d) No interest shall be payable on bid security amount.
- e) The bidder must write the name of the company and the RFP Document Reference Number at the back of EMD Demand Draft/Bankers Cheque/Pay Order.
- f) Bids that are not accompanied with the EMD will not be considered.

The bid security may be forfeited:

- a) If a bidder withdraws its bid during the period of bid validity and after last date of submission for the Bid for any reason whatsoever; or
- b) In case of the successful bidder fails to accept and sign the agreement/ contract within the stipulated timeline for any reason whatsoever; or
- c) The EMD is liable to be forfeited in case the bidder withdraws after submission of the bid or after the acceptance of the bid by BOB or does not accept the purchase order or fails to sign the contract within the stipulated time.
- d) In case of the successful bidder fails to furnish performance guarantee within the stipulated time and valid till the end of contract period plus six months.

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

The Pre-qualification / Main Bidding Documents are available for free downloading on Bank's website, <https://www.bankofbaroda.in/tender.htm> and can be downloaded. However, to participate in the tender, the bidder must pay a non-refundable application money **25,000/- (Rupees Twenty Five Thousand only)** via NEFT/RTGS mode. The details of the transaction should be provided in the **Annexure S** and the annexure is to be included in the eligibility proposal at the time of submission of the bid as part of the eligibility bid.

A non-refundable Application Money as mentioned to be submitted through electronic mode at the time of submission of the eligibility bid. Proof of the same is to be submitted while opening of eligibility bid failing which the bid of the concerned bidder may be rejected. This non-refundable fee is to be submitted through the electronic mode to the below mentioned account:

Account Number	02000400000062
Account Type	Current A/c
Account Name	BANK OF BARODA, HO OFFICE ADM
Bank of Baroda Branch	Alkapuri Baroda
IFSC Code	BARB'0'ALKAPU Fifth Character is ZERO

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

3.3.3. Exemption for application fees and EMD for MSE:

- MSEs registered under single point Registration scheme of NSIC may be exempted from payment of cost of RFP and EMD. For this purpose, bidder must submit the relevant registration certificate, clearly indicating capacity & monetary limit. However, exemption is only for Tender document fees & EMD, if such a bidder is successful, and then Security Deposit in the form of Pay order or Demand Draft as per the RFP document shall be submitted.
- Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

- MSE Bidder has to submit a “Bid Security Declaration” on their organization’s letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted.

MSE bidder will be awarded 25% of the order provided as per the GoI Guidelines:

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

Any Bid not accompanied with the tender document fees and EMD amount as above excluding exemption mentioned above will be rejected by the bank, as nonresponsive.

For MSEs, Government of India provisions shall be considered while evaluating the tender.

Preference to make in India initiative

“Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage ‘Make in India’ and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification (**as per Annexure – U**) of ‘Local content’ where ‘Local content’ means the amount of value added in India as a percentage of total value in percentage”.

3.3.4 Performance Bank Guarantee

Successful bidder has to furnish a Performance Bank Guarantee of 3% of the total contract value issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favor of Bank of Baroda.

The Guarantee shall be valid for the entire period of contract and 6 months thereafter.

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

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

In case Successful Bidder fails to perform as per the contract or any penalty levied by any regulatory agency for non-compliance of any provision, Bank shall invoke the Performance Bank Guarantee without notice or right of demur to recover penalty/ liquidated damages and may award the contract for the remaining period to any one of the other selected bidders/ newly appointed Bidder in a ratio to be decided by the Bank at its absolute discretion.

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.

3.3.5 Notification

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

3.3.6 Formats for Responses

The Bidder /s should strictly use the formats prescribed by the Bank in the RFP for submitting the Eligibility-cum-Technical and Commercial bid responses.

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.

The Successful Bidders should adhere to laws of the land and rules, regulations and guidelines/ advisories issued by the various Regulatory, Statutory and Government authorities, card schemes and especially the guidelines/advisories issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008 or any other applicable act/guidelines that are directly or indirectly related with the scope and requirements of the program. Selected bidder has to fulfill the requirement without any extra cost to the Bank.

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

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

The successful Bidder shall execute (a) Master Service Agreement, which include overall terms of engagement (b) 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 Bidder shall execute the MSA, SLA and NDA within **Thirty (30)** days from the date of acceptance of Letter of Appointment/Purchase order. The contract shall be executed by the authorized signatory of the Bidder. Bidder are required to submit the Power of Attorney/Board Resolution authorizing the person to execute the document on behalf of the company.

The successful Bidder shall bare all the expenses related to execution of agreement including the appropriate stamp duty and registration charges if any.

3.4.3. Other terms and conditions

- A. Bank of Baroda reserves the right to:
- Reject any and all responses received in response to the RFP
 - Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
 - Extend the time for submission of all proposals
 - Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
 - Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
 - Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
 - Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.

- h. Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i. Modify the quantity or requirement or any specifications related to eligibility or technicalities.
- B. The bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications in the RFP carefully. Failure to furnish all information required in the bid or submission of a bid not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of the bid.
- C. The bids not submitted in the prescribed format or incomplete in any manner are likely to be rejected.
- D. BOB is not responsible for non-receipt of proposals within the specified due date due to any reason including postal delay or holidays.
- E. The equipment/products quoted should not be from the discontinued production line. In case of discontinuation of production line after the issue of the purchase order, the bidder will supply the next higher configuration at the bid price on the same terms and conditions.
- F. The prices quoted shall be in Indian Rupees only. Submission will be valid only if It is received on or before the closing date and time as stated in this document.
- G. The submission is not by Fax or Email.
- H. **Only one response to this RFP from each bidder will be permitted. In case of partnerships / consortium, only one submission is permitted through the lead bidder.**
- I. All expenses incurred towards the preparation and submission of proposal by the bidder shall be entirely borne by the bidder.
- J. BOB reserves the right to reduce or increase the scope of this RFP or cancel this RFP without stating any reasons whatsoever.
- K. BOB reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of the contract/purchase order, without thereby incurring any liability towards the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for BOB's action.
- L. Quantity of any of the items stated in this RFP may vary in the Purchase Order. BOB reserves the right to reduce or increase the quantity of an item or even completely remove an item while issuing the Purchase Order.
- M. In the event of BOB requiring additional quantities of any of the items within 18 months from project sign off (in accordance with BOB's Project Sign Off process), the selected bidder will be required to supply the additional quantity at the same rental charges as quoted in the proposal submitted in response to this RFP.

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.

The selected bidders will have to submit the escalation matrix of their organization along with complete contact details. 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 Bidder 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 Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest's paramount and should observe the highest standard of ethics while executing the assignment.

3.4.6. Adherence to Standards

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

The Bidder should provide a fully compliant system with latest certification/standards prevailing in the industry and ensure their time to time updation.

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 & Liquidated Damages (LD)

- 1) The selected Bidder shall deliver the Equipment within 3 weeks from the date of acceptance of purchase order along with CMT tool at central location and web based complaint lodging solution. The site address will be provided by the Bank.
- 2) Bank reserves the right to charge penalty to the bidder at 1% of the DSS value inclusive of all taxes, duties, levies etc., per machine per week or part thereof, for late delivery/installation beyond due date of delivery, to a maximum of 5% of machine value.
- 3) If delay exceeds two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order and de-list the bidder from participating any of our banks tender in future for a period of two years". Bidder will have to pay penalty to Bank @ 1% of the order value per day or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to the Bidder
- 4) 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.
- 5) 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 Bidder shall have to produce document showing "Reasons for delay to commence / completion of work" from the representatives of Bank 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 and to undertake to complete the work within next one week of confirmation of readiness by the Bank. This, however, does not preclude the Bank from invoking the Performance Guarantee, if warranted, as per the terms of this RFP.
- 6) Non delivery of consumable / spare parts to ordered locations beyond a period of 2 week from the lodging of request through the email or portal provided by Bidder, will liable for a penalty @ 0.5% of that delayed order value inclusive of all taxes, duties,

levies etc., per week or part thereof, subject to maximum of 5% of order value.

Penalty Clauses

The solution and services should be available in individual branch as per branch's banking timings/hours. (The system may be switched on/off in timely manner to ensure availability during branch's banking timing/hours).

Penalty for delay in supply and installation

The project rollout should be within 5 weeks from date of Purchase Order. However, a weekly monitoring of installation would be done after a lead time of 21 days. Sites not covered in given timeline would attract a penalty at the rate of Rs.1000 (Rs. One Thousand only) per week per DSS Unit (starting from completion of the above timelines of 5 weeks from the acceptance of Purchase order).

The maximum penalty would not exceed 50% of the aggregate monthly charges payable to vendor for all sites for a particular month. Beyond this, Bank shall have the option of cancelling the orders and / or invoking Bank Guarantee, with a thirty days' notice, unless delay is due to Bank's dependency or reasons beyond control of both Bidder/Bank.

In case of invoking of the Performance Bank Guarantee, the vendor would be Black listed for appearing in any future RFP process of the Bank and the data would also be shared with the IBA and RBI.

Penalty on Delay in Complaint resolution, shifting, part replacement, uptime guarantee

The Bidder will take total responsibility for the fault free operation of the hardware equipment's and maintenance during the contract period for a total duration of five years. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that the hardware equipment's execute without defect or interruption of operation and give **at least 97.00% uptime on monthly basis**. The successful bidder should sign Service Level Agreement (SLA) with our office for the supplied hardware items. If the service support is not up to the expectations of the Bank, Bank may at its own discretion reject the proposal in total, without assigning any reason. Downtime will be calculated from MIS portal which is configured as part of digital signage solution by the successful bidder.

1. The Bank would expect the bidder to commit to the service level assurances. The Bidder shall commit to maintain uptime of 97.00 and above per month. The SLA will be reviewed on a quarterly basis.
2. For purpose of calculating penalty, uptime is calculated as under: Uptime (%):

• The percentage uptime shall be calculated on monthly basis as follows:

Availability (in %) = [(Sum of total operational hours during month – Sum of downtime hours during month) X 100] ÷ Sum of total operational hours during the month.

Example-

No of operational hours per day= Total 8 hours (10:00 AM to 06:00 PM)

No of operational hours during Month=30*8=240 hours

Sum of downtime hours during a month for machine A= 10 hours

% availability for the machine A = (240-10)/240*100=95.83

Penalty to be imposed for machine A=10 % of total cost of Monthly payout

3. Penalties will be applicable due to downtime of centralized digital signage solution the Bank will impose a penalty as mentioned below of the monthly rental charges.

% Uptime Per Month	Penalty Percentage of Monthly rentals for each machine
97 and above	No Penalty
Between 95.00% to 96.99%	10 %
Between 90.00% to 94.99%	20 %
Below 90%	50%
OTHER PENALTY	(IN ADDITION TO UPTIME PENALTY)
Unauthorized content uploaded/stored/pushed /played/ displayed etc.	Termination to the contract within 30 days after notice by the bank and/or actual/notional loss to the bank or penalty imposed by any regulatory/ statutory or any appropriate authority or Rs.2 Lacs rupees per event whichever is higher
Content not pushed/displayed as per scheduled time or Stale content display/pushed. Content not removed after stipulated time provided by bank.	Rs.100/- per hour per display after scheduled time of display

4. The bidder shall guarantee 97.00 percentage of uptime. The Bidder shall be liable for penalty for uptime maintained below 97.00% in a month.
5. Further if the number of downtime instances during a month exceeds 3 times, an additional 1.00% downtime will be reduced from uptime and the penalty will be calculated accordingly.
6. If uptime for any location during any month is less than 90% Bank will have the right of not making any payment for the month for that location.
7. The Bank reserves the right to levy / waive off penalty as and when it considers fit, but shall not be bound either way
8. Bank may permit the downtime during **Shifting** of supplied hardware items as described below:

Sr.No	Location	Resolution Timings(Shifting / Non-Working)	Penalty for display unit per day (in Rs.)
1	Metro	Next Business Day	500
2	Urban	Within 2 Business Day	500
3	Semi-Urban	Within 4 Business Day	500
4	Rural	Within 5 Business Day	500

9. Penalties, if any, shall be calculated for every month and recovered from the Rental charges /Recurring charges of that quarter.
10. Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
11. 8 hours of daily working hours from 10:00 AM to 06:00 PM will be taken into consideration for calculation downtime. Bank issues will be exempted for computation of downtime provided proofs are submitted.
12. The penalty is capped at maximum 50% of monthly rental on total billed amount.
13. 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.

14. Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.
15. Over and above the above mentioned penalty clauses Bank shall have the option of cancelling the orders and / or invoking Bank Guarantee, with a 30 days' notice, unless delay/non-performance is due to Bank's dependency or reasons beyond control of both Service Provider/Bank. In case of invoking of the Performance Bank Guarantee, the service provider would be Black listed for appearing in any future RFP process of the Bank and the data would also be shared with the IBA and RBI.

3.4.9. Indemnity

The successful bidder shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, agent's respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) that may be occurring due to, arising from or relating to:

- a) A breach, non-performance or inadequate performance by the successful bidder of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this RFP or subsequent agreement;
 - b) The acts, errors, representations, misrepresentations, willful misconduct or negligence of the successful bidder, its employees in performance of its obligations under this RFP or any subsequent Agreement; or
 - c) Any deficiency in the services of the Vendor or
 - d) Violation of any applicable laws by the successful bidder, its agents, employees, representatives etc.
 - e) Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
 - f) an act or omission of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
 - g) claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
 - h) 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
 - i) breach of any of the term of this RFP or subsequent agreement 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
 - j) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - k) breach of confidentiality obligations of the Vendor contained in this RFP; and/or
 - l) Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.
1. 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
 2. In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank of Baroda, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this project.
 3. 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.

4. Successful bidder shall indemnify Bank and keep indemnified for against any loss or damage to Bank or its customers due to negligence of agents or any other staff.
5. 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.
6. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.
7. Bank shall inform the selected Bidder of all known breaches and claims of indemnification and the selected Bidder/s shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims.

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 Baroda.

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.

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

Notwithstanding above, the decision of the Bank shall be final and binding on the Selected Bidder/s.

3.4.12 Termination for Default

Bank shall have the option to terminate this RFP at any stage without prior notice.

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder 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 Bidder shall be liable to the Bank for any excess costs for such similar services.

Bank shall have the option to terminate any subsequent agreement, 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.

The Bank will also be entitled to terminate any subsequent agreement, if the 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, The Vendor fails to provide the Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

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

1. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
2. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
3. Supply of substandard material/services shall lead to cancellation of order. The Bank reserves its right to cancel the order in the event of delay in implementation of supply & services and charge penalty for the delay.
4. If deductions on account of penalty exceeds more than 10% of total contract value/cost
5. 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.

In addition to this the 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:

- a) 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;
- b) 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;
- c) 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
- d) The other Party becomes the subject of a court order for its winding up.
- e) An attachment is levied or continues to be levied for a period of 7 days upon effect of the bid.

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, deliverables and services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

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, all the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this contract and subsequent Agreement,

- The rights granted to 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

- 1) 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.
- 2) 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.

- 3) 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.
- 4) 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. Waiver

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

3.4.16 Governing Law and Disputes

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

3.4.17 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.

3.4.18 Compliance with laws

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

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

3.4.19. Set-off

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this RFP and subsequent agreements from selected bidder against payments due and payable by Bank for the services rendered, beside the amount of penalty and Liquidated damages. The provisions of this Clause shall survive the termination of this Agreement.

3.4.20. Violation of Terms

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

3.4.21 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.

3.4.22 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.

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

3.4.23 Audit

1. Bank reserves the right to conduct an audit/ ongoing audit of the services provided by Vendor.
2. 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.
3. 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.
4. The bank may decide, on its discretion to additionally conduct these audits or any other itself or through a third party.
5. The Selected Bidder/s shall allow the Bank, its authorized personnel, its auditors (internal or external), authorized personnel from RBI, other regulatory & statutory authorities or their representatives to conduct the audit of the operations, applications, servers at DC (Data Centre) / DRC (Disaster Recovery Centre), documents, records any other information given to, stored or processed by selected bidder within a reasonable time and grant unrestricted right to inspect and audit the operations and records directly related to the services being provided under this RFP, failing which Selected bidder will be liable to pay any charges/ penalty levied by Bank/ RBI / statutory/regulatory body etc.
6. All records with the selected bidder/s with respect to any matters covered by this RFP shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make

excerpts or transcripts of all relevant data. Bank would execute confidentiality agreement with the Selected Bidder/s, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, which will be subject to the requirements of statutory and regulatory authorities. The Selected Bidder's records and sites managed for the Bank shall also be subject to Regulator/Bank inspection.

7. The Information security audit, PCIDSS audit, VAPT or any other relevant audit will be required to be conducted by the selected bidder as per industry standards without any extra cost to the Bank and results will have to be shared with the Bank.
8. The Bank may decide, at its discretion to additionally conduct these audits or any other by itself or through a third party.
9. The selected bidder will have to ensure rectification and compliance of the any of these audit observations on priority and without any additional cost to the Bank.

3.4.24. Non-exclusivity

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

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

3.4.26. Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- a) The bidder goes into liquidation voluntarily or otherwise.
- b) An attachment is levied or continues to be levied for a period of 7days upon effects of the bid.
- c) If deductions on account of penalty exceeds more than 10% of the total contract price.

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

- a) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- b) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- c) Supply of substandard material shall lead to cancellation of order. The Bank reserves its right to cancel the order in the event of delay in delivery / installation / commissioning of equipment and charge liquidated damages for the delay.

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

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

3.4.27. Effect of Termination

The Bank expects the benefits from any un-anticipated decrease in supply or service costs over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, to be passed on to bank through re-negotiation. No conflict between the Selected Bidder and the Bank will cause cessation of services due to this. Only by mutual consent the services can be withdrawn. This would include a transition mechanism, which would normally require 3 to 6 months for migrating to alternate Service Provider.

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

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

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

3.4.28. Non Payment of Professional Fees

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

3.4.29. Corrupt and Fraudulent Practices

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

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence the procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

3.4.30. Subcontracting

The vendor may subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract but with prior explicit written consent of the Bank.

3.4.31. Information and Secrecy

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of the 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 weakness highlighted during the audit must be promptly rectified especially where such weakness may affect the integrity of the internal controls of the bank.

3.4.32. Others

1. The selected Bidder at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payment's schedules, time frame for implementation etc. as mentioned in this RFP document. Selected Bidder shall be fully responsible for deviations to terms & conditions, project schedule etc. as proposed in the RFP.
2. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Bank thereafter are final and binding on the Bidders. In the event, the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, at sole discretion of Bank, be disqualified.
3. The Bidder represents and agrees to obtain and maintain validity throughout the Contract Period, of all appropriate registrations, permissions, licenses and approvals, which are statutorily required to be obtained by the selected Bidder for performance of the obligations under this RFP and subsequent agreement.
4. The Bidder covenants and represents to Bank, the following:
 - a. It is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation.
 - b. It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary actions.
 - c. The execution, delivery and performance under an Agreement by such Bidder:
 - Will not violate or contravene any provision of its documents of incorporation.
 - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
 - d. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
 - e. To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this RFP and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which

have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- f. The Bidder shall undertake to provide appropriate and adequate manpower as well as other resources such as hardware, software, application etc. required, to execute the various tasks assigned as part of the Contract, from time to time, if awarded.
- g. Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- h. Bank reserves the right to change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Bank's website at any time prior to the deadline for submission of bids.
- i. If there are conflicting points in the RFP, the Bank reserves the right to take a position on the conflicting issue which will be binding on the Bidder any time during the period of contract. No appeal will be entertained.
- j. The selected bidder is responsible for managing the activities of its personnel and will be accountable for. The Selected Bidders shall be vicariously liable for any acts, deeds or things done by their employees, agents, etc. which is outside the scope of power vested or instructions issued by Bank. Selected bidder shall be the principal employer of the employees, agents, etc. engaged by selected Bidder. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents etc. by the selected Bidder, for any assignment under the contract entered into under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of the selected Bidder shall be paid by selected Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected Bidder's employee, agents, etc.

Section 4: Background, Eligibility Criteria, Scope of Work

4.1. Background

Bank of Baroda is one of the largest Public Sector Bank in India with international operations in 25 other countries. In India, Bank has branch network of around 8,200+ branches, 148 Regional Offices (ROs), 18 Zonal Offices and other 1 head office and 1 corporate office.

While bank has a vast network of branches, Bank's operations are fully automated and customers of the Bank avail various alternate delivery channels. As part of automation and enhancing customer experience, Bank proposes to install fresh new 2000 Digital Signage Solutions (DSS) on OPEX/RENTAL model at various location for customer awareness and product promotion at branches and e-lobbies. Selected bidder is expected to make all efforts and commit all resources to make this project meet its objective.

The Bank proposes for end to end implementation including Supply, Installation, Customization and Commissioning & Maintenance of 2000 Digital Signage solution as per specification mentioned. The DSS should be under OPEX/RENTAL Model, the total infrastructure including network equipment is to be managed by bidder at Bank premises / remote location on quarterly rental basis.

4.2. 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

SCREEN AND SOLUTION ON OPEX

1. Bank intends to deploy 2000 Digital Signage systems (DSS) with built-in Ethernet and built in media player on OPEX/RENTAL model which will receive the information (static display streaming as well as video clips) from the central software solution on real time basis at various locations/ premises like Railway Station/Metro/Shopping Mall/Public Places etc. across PAN India identified by Regions/Marketing Department.
2. Information that has to be displayed on the screens would be created centrally by the Bank and the system will have the capability to broadcast the information from a centralized location.
3. The connectivity medium would be Internet. Supply & Installation of Internet Dongles with requisite data plan to enable connectivity between screen and server(DC/DR) would be the responsibility of the bidder.
4. Connecting the Screens to the Digital Signage Server and pushing content onto screens as directed by the bank.
5. Providing Enterprise grade, Server based Digital Signage with good uptime of the server. Bank desires to have a very high uptime of services with extremely low breakdown / downtime in the solution and the turn-around time for repair and maintenance must be minimum
6. Providing Content Management service for all the screens.
7. Providing on-site support for the screen and the solution for 5 years. Providing on call and field support where required to take care of any disruption in operation of the Digital Signage Network. Providing periodical reports and insights on the contents displayed, screen time, server performance etc as required by the bank. Providing on-line real time health/usage status of each machine and the vendor to provide for a web based portal for lodging / raising trouble ticket with asset tagging for each machine. Besides the web based trouble ticketing system, we expect the bidders to clearly indicate the fault resolution process including the process for lodging complaints for break downs or other problems encountered by branches in the functioning of the Digital Signage Solutions
8. The selected bidder shall take total responsibility for supply and installation of screens and successful deployment of end-to-end solution, operation, maintenance and monitoring of Digital Signage System (DSS) on OPEX/RENTAL model for a period of 5 years on a Quarterly rental basis with effect from the date of project sign off. Removal and return of Screens and dongles from the branches at the end of the contract period.
9. Buyback of old DSS already installed, as per the terms & conditions mentioned in this RFP. Bidder requires to buy back old DSS as part of replacement by new DSS. Bidder should mention the buyback price in the commercial proposal. The buyback value given by bidders would be considered for determining the TCO of the tender.
10. Bank is looking for a bidder who is required to Supply, Installation, Customization and Commissioning & Maintenance of 2000 Digital Signage solution as per specification mentioned. The DSS should be under OPEX/RENTAL Model, the total infrastructure including network equipment is to be managed by bidder at Bank premises / remote location on quarterly rental basis.
11. Bank shall at its sole discretion exercise its right to continue for further period of one year. Installation of DSS would cover all centers i.e. Metro, Urban, Semi Urban and rural. Bank reserves the right to change the number of DSS to be deployed in zones at any time, at its sole discretion. The bidder/ applicant should be ready and have the capacity to implement the Project across the length and breadth of the country. The Bank may increase or decrease the number of DSS to be deployed during the period of the contract.
12. Bank at its discretion may re-allot, interchange or withdraw the scope of work defined in the RFP from assigned Zones or geography to the successful bidders during the

currency of the contract, in view of the business requirements or if the performance of the bidder is not as per SLAs defined or the concerned bidder's infrastructure is not supportive in any particular geography. Bank shall not pay any amount for takeover / migration of the sites or any resultant expenses. All costs related to such takeover / migration shall be borne by the outgoing bidder in such eventualities.

13. Successful vendor/s should be capable to deploy and Manage Services of DSS under the contract immediately. They should also have a clear action plan to ramp it up to deploy/handle number of machines given to them. The responsibility of collecting all the required information and customization to communicate with the regional/Zonal office shall be with the successful vendor and must be carried out by the successful vendor without any additional cost to the Bank. The recurring expenditure relating to connectivity shall be borne by the successful bidder. Cost of licenses/software/ hardware/ services required to run the project will be borne by the successful bidder.
14. The bidder shall also provide documentation as required by BOB and provide post installation support service. The entire scope of work must be completed in all respects and made usable as per BOB requirements. Also, the bidder should bid for and provide the entire end-to-end solution as a whole and not for any parts thereof in a piecemeal fashion. The bidder should account for and include costs of any hardware, software and service components which constitute the complete solution irrespective of whether they are included here or not. The comprehensive scope of work is as mentioned below

NOTE:

- a) The detailed specifications are furnished in Annexure – E.
- b) The bidders are required to propose an appropriate solution ensuring compatibility of all hardware and software components.
- c) All necessary cables, connectors, power adapters etc. will also be supplied by the bidder along with the displays.
- d) The Commercial bid should be all-inclusive and should account for all the materials, services, accessories, incidentals, licenses etc. necessary to deploy fully functional Digital Signage at the locations mentioned in by the bank in quantities as mentioned irrespective of whether they are explicitly mentioned in this RFP.

In order to deliver the above, the scope would include:

A) Business/Functional Functionalities

- Bidder is responsible for procurement, installation and maintenance of DSS across the length and breadth of the country as per Banks business requirement at on-site, off site locations and E-lobbies as per the Technical Specifications mentioned in this RFP document. The DSS should be maintained by the Bidder for the full **5-year** contract period.
- Maintenance of all DSS equipment's is the responsibility of the Bidder which includes support/repair/replace/shifting/maintain all parts of the equipment's in order to keep the DSS in working condition.
- Display all electronic advertisement and/ or informational content decided by the bank time to time as case may be across all the display kept at bank's branches / offices or other location identified by bank for the purpose.
- The bidder shall be responsible for mounting the display at each branch/office either as wall-mounting if wall space is available or stand mounting. All accessories have to be provided by the bidder. Power point at sites for installation of Digital signage unit is required to be undertaken by bidder. Vendor should install concealed Power Points.
- Internet Connectivity should be secured wireless using latest technology like 4G/5G(Dongles) or higher wherever is applicable. The bidders are expected to carry out a thorough analysis of the service footprint of different service providers available in each state to ensure the high availability and good signal strength.
- The content stored in central servers should be stored locally in India based as per banks IT/IS security.

- Generate necessary audit-trails and dashboard/ analytics to monitor performance on SLA parameters.
- Maker checker functionality should be available to upload the contents with audit trail.
- Facility to view web-casts/integration with social media (Twitter, Facebook, YouTube etc.) for bank's official contents from banks administrative offices/corporate office.
- Network fine-tuning, patches/IOS /OS/Firmware updation, any other up gradations etc should be done by the bidder.
- Bank reserves right to request diversion of machines from one site to another either in transit or yet to be dispatched except for diversions from non- entry /road permit state sites to states that require entry /road permit. If any such of 100 machine are yet to be shipped or are in transit the vendor shall bear the entire expenditure incidental to such diversion. For any machine delivered and installed at the initial location Vendor should undertake the shifting of signage units upon request from the bank. The shifting will include all work incidentals to shifting including dismantling, packing, loading, unloading, unpacking and transportation and satisfactory reinstallation at the new site. The shifting charges to be borne by the bidder.

B) Deployment of DSS Units & Dongles

- The Service Provider shall deploy DSS unit & Data Dongle with activated sim cards at every Bank designated location. The Bank shall issue suitable instructions to the location owners to allow the designated personnel of the Service Provider access to install the Screen and to deploy the DSS, Dongle and the Metal Jacket for security.
- The Bank will also instruct the location owner to acknowledge the deployment of Screen and Dongles at the designated location by signing and stamping the Installation Report with details of the Location, Location contact person who is responsible for switching ON & OFF the Digital Signage Screen.
- The Bidder shall provide training and instruction to the designated location personnel on how to switch ON, OFF and report problems with the Digital Signage Service at the Location.
- The signed & stamped copy of the Installation Report in case of new installation will be submitted to the bank by the Service Provider as a proof of Installation. The date of installation as recorded on the Installation Report shall be the Start Date for the application of the Service Fee in relation to the DSS deployed at the designated location.
- The Bidder shall provide 4G or above capable Data Dongles and SIM cards.
- In order to secure Dongle, it is to be placed inside a metal jacket wherever possible mounted on the wall or secured in other suitable ways to prevent unauthorized access to Dongle as well as to prevent theft of Dongle
- Procure and Manage the Internet Data Plan for all the Dongles deployed for the purpose of Digital Signage Service in consultation with the Bank.
- In case there is any problem with any of the Dongle report the same to the Bank and take necessary curative action with coordination with the ISP in order to make the DSS live as per the Service Level agreed upon elsewhere in this Agreement.

C) Content Display

- The supplied system should be capable of displaying multiple formats of video and graphics like but not limited to MP4, AVI, MKV, FLV, MOV, PPT, PPTX, PDF, jpeg, png, BMP, TIFF etc.
- The system should be capable of dividing the display screen into various zones so that content can be displayed on each zone independently.
- Ability to form various groups of displays based on various criteria like but not limited to geography, customer-segment, etc. The formation of groups is to be non-exclusive where the same display is part of multiple groups, appropriate conflict resolution algorithm must be in place to resolve conflicts
- The system should provide option to either schedule content or display it immediately.
- The content should be stored in the display device so that it can function in low/no

bandwidth.

- The contents are to be administered from both banks corporate offices as well as control delegated to Zonal/Regional offices. Location to be decided by the bank from time to time. The system should provide the capability to administer (choose what and how to display) either/both centrally or/and through Local Head Offices.

D) Inbuilt Media Player within the Display

- Preloaded with Player Software
- Preloaded with suitable operating system supported by the proposed Digital Signage Software. OS should be able to handle all types of media and all the functionalities mentioned. The cost for OS license, upgrade, etc for entire duration of the project has to be included. Windows/ Android/ Linux /SOC(Must be supported by the proposed Digital Signage Software)
- Preloaded with client component of Digital Signage Software
- Loaded with required driver for the proposed Data Card device

E) Help/Support Desk Requirements

- 12 * 7* 365 days per year, online support facility (08 AM to 08 PM) including auto call logging mechanism.
- Maintenance, Repair, Rectification of DSS Server, DSS & Dongle shall be the responsibility of the Service Provider and the Bank shall pay no additional cost for the same for such maintenance. In case the Service Provider is not able to rectify the problem with any of these equipment for any reason, the equipment shall be replaced by the Service Provider at no extra cost to the Bank.
- Deploy at least one trained personnel for 1000 machines each (hereinafter referred to as "Resource Person") on roll of the bidder and to be placed at the Banks office/premises decided by bank for providing Content Management Services, Monitoring the Digital Signage Network, Troubleshooting, Coordinating Defect Rectification, Providing Reports on the performance of the Digital Signage Server and any other relevant tasks that the Company requests. The timing of the support engineer can be staggered as per the requirement of the Bank
- The expected time of response and resolution should be average 60 minutes per call and 4 hours respectively.
- Escalation process should be in place for unresolved issues
- Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc.

F) Web portal and mobile based application for Monitoring

- The Service Provider should be able to remotely reconfigure, maintain and monitor all digital signage hardware and software components at regular intervals and provide health reports as per BOB guidelines. This should include switching on and off of the equipment on a daily basis at stipulated times.
- The Service Provider shall provide dedicated web based portal and also mobile based application to Bank that enable us to provide real time monitoring of sites enabling branches/controlling offices to lodge complaints of failure breakdowns etc. and monitor status.
- Web based portal and mobile based application should be capable to provide status of Up/down sites with individual equipment age wise.
- Vendor is also required to integrate with Bank's ESQ system.
- There should be a provision for sending email and SMS containing fault information to respective custodian of digital signage units, in case it's not working
- Tickets should be automatically raised instead of waiting for manual raising of tickets in case of non-working of DSS unit and tracking of status of the raised ticket to be made available.
- To provide live view of sites in web portal which can be changed on rotational basis.

- To provide different type of reports in the portal.
- To be able to generate the penalty calculation report, if required by the Bank.
- Vender to provide a Mobile app to Manage signage application wherein ones should be able to get real-time, relevant and informative content with digital signage apps. And be able to monitor your signage network. Field engineers to register screen, monitor health and do basic troubleshooting from their mobile device.

G) MIS Report Generation requirement

- Able to provide User-defined / Customization reports as decided by bank from time to time without any additional costs to bank.
- The vendor will ensure to provide Management Information systems (MIS) reports as per the Bank's requirement on a daily/monthly basis. Bank should be able to know the health and usage status of display units installed at all locations.
- Preventive Maintenance report: Service Provider should submit preventive maintenance report duly signed by branch official (in case of onsite) (Quarterly).
- Uptime Report of System: Service Provider should provide uptime report of DSS system to the Bank on (daily/weekly/monthly/quarterly).
- Site Audit report: Service Provider should provide site audit report having details of all assets deployed by the Bank at site (Monthly/quarterly).
- The MIS reports will be generated in the central server for digital signage solution. Any application required for MIS generation as per the Bank's requirement should be provided by the vendor.
- Any other report as desired by bank: Service provider should provide customized reports and dashboards as per the requirement of the Bank with any subsequent modifications as may be required due to changing necessity without any recourse of any cost revision.
- Content upload/Content play back report/summary
- Billing reports should be generated, and Respective official should able to verify online by providing the dashboard.
- downtime reports
- SLA reports (call logged and closed) and sign-off by branches
- Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc.

H) Performance Requirements

- DSS should be always up with high availability during the branch banking hours/timing. The services should not be down for than 4 (Four) hours and issue should be resolved in 24 hours.

I) Relocation of equipment

- In case of relocation of equipment from one premise to another, the bidder will arrange decommissioning of the equipment, transport equipment and re-install at the new location without any additional cost to bank.
- The cost of the relocation must be included in the Operation, Maintenance and Technical support service charges to be quoted by the bidder. Due to administrative and business requirement, Bank may shift the site location. Bidder need to shift and install the digital signage Unit at new location within 1 week from the date of instruction.
- The Bank intends to re-install DSS at existing locations or that is in close proximity (within 10 KM radius) to the existing locations or any other potential location decided by Bank as per business requirement. In case of shifting/closure of any site, entire expense for shifting/closure related activity will be borne by the bidder.

J) Scalability Requirements

- The services should be scalable as per Bank's future requirement to extend in branches at other locations/cities.
- The Hardware proposed should be sized initially for 3000+ machines with further scalability

to accommodate more number of machines in future.

- If at any stage during these five years, the performance degrades due to any reason, the vendor shall be responsible for taking corrective steps with respect to Software up gradation, customization etc without any additional cost.

K) Regulatory requirements/Compliance with Bank's IS Security policy

- Responsibilities for data and contents and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- Physical Security of the facilities
- Password Policy of the Bank Data Encryption/Protection requirement of the Bank
- All requisite licenses for the software etc. should be made available to the Bank by the bidder.
- Solution should comply with bank's IT/IS policy and applicable regulatory/statutory compliances.
- Certificate from Cert-In empaneled vendor for assurance in IS perspective as per bank's IS/IT policy. It needs to be submitted by service provider at a frequency which will be as per bank's IS/IT policy and communicated to successful bidder(s).

L) Preventive Maintenance

- Bidder shall carry out preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and necessary repairing of equipment) at least once in a Quarter to ensure that the equipment is in efficient running condition. Reports for the same must be submitted to BOB and also present in the MIS so that the same can be monitored upon.
- Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours from the time of fault occurrence. No charges will be borne by the bank in case the preventive maintenance is not carried out as per the stipulated conditions.
- In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of BOB is not affected.
- The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.

M) Insurance

- Necessary insurance has to be obtained by the bidder for their devices/ equipment/ services etc. deployed in the bank or their location. No extra cost will be paid by bank.

N) Sample Solution

- The successful vendor should provide One DSS of same configuration/features as a test DSS to the Bank, which will be shifted to address advised by Bank after successful testing, without any extra cost to bank. For review prior to issuance of purchase order. Installations can only be carried out by the bidder after successful review of the sample solution by BOB. Every component of the sample solution should be exactly the same as that of the proposed solution.
- The bidders are preferably required to arrange the demonstration at BOB office in Baroda Bhavan, Vadodara
- The bidder has to give a demonstration of their proposed product at their cost. This will be a part of technical assessment to ensure compatibility with bank's systems/requirements.

O) API Integration/Advanced Features

- Should support various forms of API integration with Banks data sources, automation and

business flow. Digital signage software should feature an API. Should have out of box functionalities like Queue management system, QR code Generation, etc.

P) Buyback of Old DSS

- Bidder should remove the old DSS and AGS PRIMUS External Media Player as per buyback rate finalized through this RFP
- The selected Bidder should offer best rate to buyback 1000 old DSS (400 DSS bought at 2014 and 600 DSS bought at 2016) which are deployed at various branches/ ATM lobby/ ELobby across India as is basis along with the AGS primus media player.
- The locations of these DSS will be shared with the selected bidder. Bidder should mention the buyback price in the commercial proposal. The buyback value given by bidders would be considered for determining the TCO of the tender.
- Specifications of these Display are as follows

Brand	Model	Size	Quantity	Installation Year
LG	49SM5KC	49"	600	2016
LG	LS33A	47"	400	2014

Bidder Presentation

The evaluation, if required, will be mainly based on the bidder's understanding of our requirements, approach for implementation as mentioned in the scope. The bidder(s) may be asked to make the presentation on the desired date, covering all the requirements for evaluation including the security aspect.

The presentation should also include the proposed team composition with their experience in IT field and exposure to the proposed solution and relevant citations.

4.4 Terms of execution of work

- 1) The Bidder should implement the Digital Signage solution within 3/5 week (basis on the permit/non-permit location) of specifying of locations by the Bank. All 2000 DSS should be installed as per bank's instruction.
- 2) Vendor is required to submit at least three sets of OEM's complete technical documentation in soft as well as hardcopies.
- 3) For each site, the vendor is expected to install the DSS unit and provide documentation for equipment including software license certificate. For each site, the vendor is expected to provide client software and documentation for equipment including software license certificates, job card, manual etc.
- 4) Bidder is required to support such installations and will have to enter into SLA for end user uptime guarantee of minimum 97.00%. Service Level Agreements (SLAs) and Non-Disclosure Agreement (NDA) will have to be entered with the Bank with uptime guarantees for all installations. The documents would be shared with successful bidder.
- 5) The vendor would be responsible for timely applying/loading of all the software patches, operating systems updates etc. in all the individual Digital Signage Systems during the Warranty and Contract period. This job has to be done, without any extra cost/visit charges to bank.
- 6) Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Vendor must provide warranty to all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank

- 7) During the contract period, the vendor will have to undertake comprehensive support/services of the product or specified hardware/software and all new versions, releases, and updates for all standard product, services or specified hardware/software to be implemented/installed/deployed/supplied to the Bank at no additional cost. During the support and services period, the vendor shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. The vendor shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), and customization, compliance of security requirements and transport charges from and to the Site (s) in connection with the repair / replacement of product or specified hardware/software.
- 8) The vendor must ensure before delivery that operating system is hardened to block the services which are not required. The vendor should provide necessary controls for Digital Signage Systems to take care security link virus attacks.
- 9) The vendor should not use any passwords, which is not known to Bank staff/ central monitoring team.
- 10) DSS should have protection from pests, rats, rodents etc. starting from the date of delivery till the contract period. Vendor will replace the damaged part during the contact period in case of any loss due to Pests, Rats, rodents. Bank will not entertain any claim of any part damages by Pests, Rats, rodents.
- 11) The vendor to obtain transit insurance cover for the DSS from their factory/warehouse to the Bank site and such insurance cover should be available till installation of the DSS or till 15 days post-delivery, whichever is later.
- 12) 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 invoice and original installation report to Bank.
- 13) All repairs and maintenance services described herein shall be performed by qualified maintenance engineers totally familiar with the equipment. Bank shall arrange to maintain appropriate environmental conditions such as those relating to temperature, power supply, dust, within the acceptable limits. It shall be the responsibility of Bidder to monitor such environmental conditions and bring to the notice of the Bank changes required, if any, well in advance to arrange for such rectification.
- 14) Service Level Agreements (SLAs) will have to be entered into with the Bank with uptime guarantees for all installations. SLA has to be entered after issuance of LOI/Purchase Order.
- 15) The bidder will either repair or replace the displays, Dongles as necessary within the stipulated resolution time as stated in service level agreement without any additional costs to Bank.
- 16) Any future upgrade/enhancement necessitated to meet any regulatory / government compliance shall be carried out without any extra cost to Bank. Further, no visit /service charges will be borne by the Bank for up gradation of the software/replacement of hardware component pertaining to SSPBP Kiosks for the purpose of enhancing their functionality to meet regulatory/ government compliance. Any up-gradation should be completed within 60 days from the date of request from the Bank.

- 17) No additional visit charges will be paid by the Bank, whatever the reason may be.
- 18) Weekly review of complaint status should be facilitated.
- 19) Updation of patches and antivirus is vendor's responsibility and it should be done centrally.
- 20) During the contract period, the bidder will apply patches and upgrades of all concerned software/hardware from time to time without any additional cost to BOB.
- 21) Any Updation prescribed by RBI/any other regulatory authority should be done free of cost.
- 22) Server requirement specifications should be given clearly.
- 23) Preventive Maintenance (PM) reports of each quarter should be submitted by **10th of first month of next quarter**, failure to do the same will result in levy of penalty charges.
- 24) Monthly meeting with Bank's regional representatives should be facilitated and signed copy of minutes of meeting by all the members present should be shared by 10th of next month, failure to do same will result into penalty charges.
- 25) Monthly report of location wise engineer assigned and single point of contact should be shared with Bank. Also, monthly review of number of engineers allotted to follow 24 hours TAT should be facilitated.
- 26) The Bidder shall be responsible for maintaining uptime as defined in the Service Level Agreement (SLA).
- 27) The Bidder should provide adequate training and operational guidelines to designated bank personnel.
- 28) The Bidder should develop a project implementation plan indicating milestones and deliverables to the Bank and submit this to Bank for approval.
- 29) All software should be legally purchased and necessary document / certificate should be supplied along with machines.
- 30) The vendor shall undertake complete end-to-end installation & operationalization of Digital Signage Systems.

4.5. Locations to be covered

- a) Vendors should note that the equipment being procured shall be deployed at various locations as per requirements of business and the Vendor shall be required to support all such installations in the country. Tentative list of Cities is enclosed as per **Annexure-N**.
- b) Bank will communicate to the selected Bidder, the list of the locations to install DSS (as per specifications provided by the Bank and other peripherals as per technical specifications mentioned in this RFP) as and when the sites are identified in each city/place of zone spread across country. The Bank reserves the right to change locations by giving prior notice.

4.6. Training

- a) Vendor shall provide onsite training for one day (on the day of successful installation) to staff of Bank at each site along with the manuals for user/administrators besides training to the central administration team consisting of 3 staff members for two days.

- b) The training should cover features of the machine including hands-on tips for basic troubleshooting.
- c) At the request of the Bank, the Vendor should provide more rounds of user/administrative training at select locations, without any extra cost to ensure utilization of these machines. However, bank would restrict such request to a minimum number.

4.7. Availability of Product and Spares

- a) The product/configuration offered should be available during the validity of the purchase order including extended period. Product brochures and details should be enclosed in technical documents.
- b) Spares for the product offered should be available for entire contract period of 5 years from date of installation.
- c) In case the product/configuration offered is discontinued in the meantime, the vendor should provide DSS of the new model (higher configuration with requisite compatibility) at the same price. If the vendor is unable to services the already installed DSS due to non-availability of spares as the said product/ model is discontinued by the OEM, then the vendor will have to replace the said DSS with new DSS for which spares and support services are available at no additional cost to the Bank, and the replaced DSS should be as per the Bank's stated specification.

4.8. Warranty

- a) Vendor has to ensure that the equipment's delivered to the Bank are brand new (not refurbished), including all components and provide a letter signed by authorized signatory in this matter to Bank.
- b) The vendor should also ensure that all the software supplied by the vendor is licensed and legally purchased.
- c) The offer must include comprehensive on-site warranty of Three year from the date of installation and commissioning of the equipment's including the replacement of spare parts/ replacement of machine. This will include visit of engineers for repairs and replacement of spares without any additional costs to bank.
- d) Bidder/Vendor will be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc.
- e) Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. Vendor shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank. The vendor should replace the part, in case of requirement without any cost to Bank within maximum two days from the date of call logged over phone or otherwise.
- f) If any particular DSS is frequently going out of order for mechanical reasons for more than three times and/or downtime is found to be more than 3 days, the vendor has to make immediate arrangement for standby system and if system has reached maximum ceiling (more than 6 downtimes in a quarter), vendor shall replace the DSS without any additional cost to Bank.
- g) Warranty shall not become void on account of Bank installing UPS/uninterruptible power supply etc. to the Digital Signage Systems. In case the Digital Signage Systems is down due to non-functional UPS then vendor shall not be held responsible for the downtime and such downtime shall not be considered for calculation of penalty.

4.9. Annual Maintenance Contract

- a) The vendor is expected to maintain the equipment supplied for at least 4 years after the expiry of warranty period. The same maintenance standards and terms observed during warranty period are expected during contract period also.
- b) At the same time, the vendor is also expected to make available the spare parts for the systems for at least 4 years after the expiry of warranty period.
- c) During the contract period, the Successful Bidder shall replace all the spares parts which are required to be replaced without any cost to Bank during the entire tenure of the contract. However, cost of replacement of spares in case of Force Majeure incidences shall be borne by Bank. If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such condition and the cause thereof. The vendor shall have to provide sufficient evidence to support the reasons for Force Majeure up to the satisfaction of Bank.
- d) If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no charge to the Bank, during the entire contract period.
- e) Monthly Rental charges for each year over a span of 5 Years should be covering all parts, service, and visits to the concerned branches and should be mentioned in the Annexure-F. Rental charges will be at fixed for the entire contact period.
- f) Bank will have option to extend Contract beyond the 5-year period on same terms and conditions for 1+1 year.

4.10 Installation

The installation service to be provided by the bidder shall cover the following:

- 1) **Installation:** The bidder is responsible for supply, delivery, unpacking, inspection, installation and testing of Digital Signage Solution PAN India at deployment locations mentioned by Bank. Installation of all the hardware/ equipment including unpacking of cartons / boxes, mounting of the hardware/ equipment's and installation will be the responsibility of Bidder. Bidder will have to install the hardware/ equipment sand hand it over to Bank for acceptance testing. Bank reserves the right to shift any hardware / equipment to new location/s and warranty and Contract will continue to be in force at the new location also.
- 2) **Provisions:** The bidder shall check all provisions (like power) prior to installation at each location and take necessary action if any of the items are damaged or missing or malfunctioning. Any tools required for installation, testing and inspection shall be arranged by the bidder. The bidder shall check and confirm the site readiness prior to delivery and installation of equipment at the location PAN India.
- 3) **Cables:** All cables of the Digital Signage Solutions shall be neatly dressed and appropriately labelled. Power and other cabling supporting Digital Signage services should be protected from interception or damage. Bidder should follow stringent guidelines and injury preventions practices to protect the system from unauthorized access and wiretapping.
- 4) **Damage:** In case of any damage to any of the Digital Signage premises during the delivery and installation of the Digital Signage which is attributed to the bidder, bidder has to take corrective action to compensate for the damages.
- 5) **Service Level Agreement:** The bidder shall be responsible for maintaining uptime as defined in the Service Level Agreement (SLA).

4.11 Implementation Plan and Schedule

The Bidder has to provide all Services specified hereunder and in the Technical, Operational and functional specifications. If the Bank finds that any of the staff of the Bidder assigned to work at the purchaser site is not responsive then the Bidder will be notified, the Bidder should resolve the issue to the satisfaction of the Bank.

The project rollout should be within 5 weeks from date of Purchase Order in modules as hereunder:

Delivery	Within 3 weeks from date of Purchase Order
Installation	Within 4 weeks from date of Purchase Order
Go-live	Within 5 weeks from date of Purchase Order

Section 5: Payment Terms, Support Services & Miscellaneous Terms/Requirements (PAYMENT PLAN)

BOB will issue a Purchase Order for the project covering the entire scope of work as stated. Payment will be as per the terms described below.

Rental charges for all the Digital Signage equipment will remain unchanged for a period of 5 years with effect from the date of project sign off.

PAYMENT TERMS

1. No advance payment will be made.
2. The selected bidder will be paid rental charges for the equipment; operation and maintenance charges on quarterly basis for the services rendered in the previous quarter upon the submission of the invoice by corporate office or by the respective Zonal Offices of the BANK under whose jurisdiction it falls against the invoice raised by the SERVICE PROVIDER after verification of uptime report submitted and deducting the penalties if any along with complaint resolution performance for the said period.
3. The quarterly billing for rental charges, operation and maintenance service shall be done after the project implementation work is completed and the project is signed off. The service provider has to provide the IR certificate duly signed by the bank official and vendor (installation report) to the Bank as a proof for successful installation/implementation.
4. The payments shall be made on quarterly basis (in arrears on pro rata basis) only for the services provided by the service provider as mentioned in the scope of work.
5. The payment should be made exclusive of all Taxes, like GST and levies i.e. Octroi, Local Body Tax, Entry Tax etc. which shall be reimbursed/paid as per applicable rates or on producing original receipts. In case the Service Provider is enjoying any Tax exemption for any particular component or components and if the tax exemption ceases during the tenure of contract, Bank shall not pay the exempted tax component which is levied due to cessation of exemption.
6. Payment will be made after deducting TDS as per Income Tax Rules and any other Govt. dues/taxes which may be levied in future
7. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
8. Service Provider should submit the bills within 7 days at the end of the Quarter along with the uptime report and other reports as mentioned in Scope of work. The payment shall be made after the date of final clarification submitted/ queries resolved by the SERVICE PROVIDER with regards to invoices.
9. All expenses, duties, stamp duty, taxes (including GST), other charges / expenses if any, which may be levied in connection with execution of this Agreement shall be borne by the Service Provider only.
10. All payments shall be made in Indian Rupees only.
11. The Bank may withhold payment of any amount that it disputes in good faith for the

- services rendered, related to erroneous invoice and may set-off penalty amount which service provider owes the Bank under this Agreement.
12. 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.
 13. If any penalty is imposed for non-payment of octroi/ local taxes etc., the same shall be borne by the vendor.
 14. If machine was not installed within 15 days from the delivery of DSS due to reasons attributable to the Bank, then it will be treated as deemed installation.
 15. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

Support Services

1. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
2. Bidder shall ensure upload/store/play/display of authorized contents through digital signage services uploaded by bank's authorized officials.
3. Bidder shall implement patches/ upgrades/ updates for hardware/software/ operating System / middleware etc. as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
4. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ operating system /middleware etc. in case the Bank chooses not to upgrade to latest version.
5. Bidder shall maintain hardware/ software/ operating system/ middleware over the entire period of contract.
6. All product customization as per bank's requirement time to time, updates, upgrades & patches shall be provided/implemented/installed/deployed by the Bidder/ Vendor free of cost during warranty and contract period.
7. The selected Bidder shall service and support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.
8. During the contract period, the Bidder will have to undertake comprehensive support/services of the product or specified hardware/software and all new versions, releases, and updates for all standard product, services or specified hardware/software to be implemented/installed/deployed/supplied to the Bank at no additional cost. During the support and services period, the Bidder shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. The Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), and customization, compliance of security requirements and transport charges from and to the Site (s) in connection with the repair / replacement of product or specified hardware/software.
9. In case of failure of services, the Bidder shall ensure that services are made operational to the full satisfaction of the Bank within the given timelines.
10. The vendor will warrant products against defects arising out of faulty design etc. during the specified support and service period. Bank will not pay any charges for it.
11. Prompt support shall be made available as desired in this RFP during the support and services period at the locations as and when required by the Bank.
12. Bidder's support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
13. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

Section 6: Centralized Call Login Facility and web based solution along with Mobile App

The vendor should provide a centralized web-based call login facility for reporting any problem faced during installation/usage or report generation.

Vendor should also provide web based platform for lodgment of complaints including below mentioned functionalities:

- a) Complaint lodging
- b) Complaint tracking – In portal all events/steps should be captured in chronological order and should be available at any given time for later review.
- c) Complaint status
- d) Service report of calls attended, quotations and corresponding proofs and Preventive Maintenance (PM) reports should be uploaded and available in portal.

Vendor shall provide a technical person to Bank at centralized location to train the staff on configuration, content distribution, template preparation and technical / any other issues that are faced by user during the implementation phase i.e. 6 to 12 months. Bank will not pay any additional charges for this support and it should be included in overall quoted price.

Section 7: Manuals and documentation

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

Section 8: Pre-delivery factory inspection

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

Section 9: Right to Alter Quantities

Bank reserves the right to alter quantity and will be free to either reduce or increase the quantity, at its sole discretion on the same terms and conditions.

Bank can order separately for additional spare parts for existing Digital Signage Solutions as per the rate quoted in current offer apart from the units quoted in Bills of Materials. The vendor must execute the same without any demur.

Section 10: Repeat Order:

In case Bank complete the entire deployment of 2000 DSS and based on business requirement, at the sole discretion of the bank, bank would have option to place further order till a maximum of 50% of the initial quantity (i.e. additional 1000) for deployment at various centers at same terms and conditions. The vendor should endeavor to provide value proportion by add on services and ease of operations to develop business requirements.

Annexure–A - RFP Application

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

Date:

To
The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007

Dear Sir,

Sub: Request for Proposal for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model.
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:

Parameter	Response – Specify Bidder or OEM, wherever relevant
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	
PAN Number of the company	
TAN Number of the company	
TIN/VAT Number of the 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 2018-19	
Year 2019-20	
Year 2020-21	
No. of own Support Centers in India	# Cities (list to be provided)
No. of Support Centers of Channel Partners / franchisee	# Cities (list to be provided)
No of employees working in- 1. Sales 2. Administration 3. Technical 4. Implementation /Support Engineers	
Certifications 1. With any Government /its agencies	

2. With any other agency	
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.

1. While submitting this Bid, we certify that:

- A. The undersigned is authorized to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed to this letter.
 - B. We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
 - C. Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - D. The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - E. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - F. The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
2. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.
 3. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
 4. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
 5. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
 6. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 7. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
 8. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
 9. It is further certified that the contents of our Bid are factually correct. We also accept that in the

event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.

10. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
11. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
12. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
13. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
14. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document. Dated this day of 2020
15. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the last date for submission of tender document to the Bank.
16. We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.
17. We enclose Demand Draft/Bank Guarantee for Rs. **48,00,000/- (Rupees Forty Lakhs only)** favoring Bank of Baroda and payable at Baroda, towards bid security, details of the same is as under:
 - a. No:
 - b. Issuing Date:
 - c. Name of Issuing Bank:
 - d. Expiry Date:

SIGNATURE

(Name & Designation, seal of the firm)

Annexure-B – Compliance of eligibility criteria for the service provider

The Bidder must fulfil all the eligibility criteria as indicated below for their technical and commercial bids to be considered. Bidders not satisfying one or more of the eligibility criteria will be disqualified and their bids rejected. Attested photocopies of relevant documents / certificates/ proof of experience etc. should be submitted as support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

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

Sr. No.	Eligibility Criteria (Details of proof submitted Detailed /specific document to be submitted)	Compliance (Y/N)
1	The Bidder/ Original Equipment Manufacturer (OEM) should be an Indian firm / company/ organization registered in India under Companies Act 1956/2013. (Certificate of Incorporation issued by Registrar of Companies and Certificate of Commencement of Business)	
2	Bidder/ OEM should have a minimum Average annual turnover of Rs. 8 crores or above during last three financial years i.e. 2018-19, 2019-20 and 2020-21*(Not inclusive of the turnover of associate companies) from Sales/Services/ Maintenance/ Facility Management of Digital Signage System equipment and peripherals. Group company turnover will not be considered. (Audited Financial statements for the financial years 2018- 19, 2019-20 and 2020-21 along with Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.) (* If 2020-21 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2017-18 along with an undertaking letter from the bidder that the 2020-21 Statements are not audited.)	
3	The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on '31/03/2021 and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on '31/03/2021'. (**Net worth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) –(Accumulated Balance of loss + Balance of deferred revenue)	
4	The bidder should be the Original Equipment Manufacturer (OEM) or their authorized representative in India. In case the bidder is an authorized representative of the OEM, an authorization letter from manufacturer (OEM) to this effect must be furnished. This letter of undertaking must specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would perform the obligations on behalf of bidder. (Manufacturer/OEM's Authorization Letter as per Annexure C) (Bidder can only offer one brand and model of screen and one brand of Digital Signage Solution)	
5	Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners should not participate in the bid process. (Declaration to this effect has to be submitted by the Bidder.)	
6	The bidder should have filled Tax audit report as per section 44AB under the provisions of Income tax act, income tax returns, VAT/CST returns, Service Tax returns for last 3 financial years and GST returns applicable till date. (Copy Of Supporting Documents)	
7	Project Implementation and Deployment Methodologies (Documents on deployment framework, tools, templates & utilities, PERT etc. to be provided.)	
8	The Bidder /s must have DSS monitoring system, which will be provided to the Bank to monitor the functionalities of the Machine from the Bank's Head Office, Zonal/Regional Offices and any of the office of the Bank in India. (DSS Monitoring system: User Manual containing screen shots of the solution to be provided)	

9	<p>Bidder should have minimum 3 years of relevant experience as on 30/06/2021 in providing the similar kind of Digital Signage solution and services. The bidder should have installed at least 1000 Digital Signage Solutions (CAPEX or OPEX managed Services contract) and such services during the last 3 years with one or more installations of minimum 500 DSSs in a single organization. The experience of 3 years should be reckoned prior to the date of bidding.</p> <p><u>(Documentary evidence in the form of Masked Purchase Orders Copies to be provided/ Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.</u></p> <p><u>(Bank wise / Organization wise list of DSSs as per Annexure D)</u></p>	
10	<p>The Bidder should have experience in handling, installations, maintenance and services support of Digital Signage Solution in at least 2 (Two) large scale organizations like Scheduled Banks/ Public Sector Undertaking/ Airports, Railways Stations, Government Organizations in India under CAPEX or OPEX managed Services contract (for scope of work for machines as contained in this RFP) as on 30/06/2021 and operationalized currently.</p> <p><u>(Certificate/Reference letter from client as per format in Annexure I)</u></p> <p><u>(Bidder should submit proof of implementation along with Purchase orders and letter from user organization mentioning successful implementation / migration along with staff strength. POCs done will not be treated as experience of the Bidder)</u></p> <p><u>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past (At least 2 (Two) client references letters from head office/Central office are required)</u></p>	
11	<p>All hardware and software infrastructure for DSS must be deployed in India with dedicated servers (DC and DR) / portal/ applications uptime > 97%. Bidder to confirm that no data of the Bank is going out of India through any medium</p> <p><u>(Copy of documentary proof to be submitted.)</u></p>	
12	<p>BIS Certificate for proposed Commercial Display unit is mandatory from Bidder/OEM</p> <p><u>(Certificate to be attached in Technical bids)</u></p>	
13	<p>The Bidder should have 24X7 support center in India with help line number and Managed Services Infrastructure Pan-India in at least 50 of the 65 locations identified by the bank (Annexure-N) including all the State Capitals in India as mentioned in the list to provide 24x7 support. Bidder should be able to provide support to Bank's Machines at all the locations within India. And level 3(highest escalation) locally in India.</p> <p><u>(List of branch / service center / franchises with full details of Name, Address / Telephone Numbers should be attached.)</u></p>	
14	<p>The Bidder / Support Vendor should not have been blacklisted / terminated by any Government/ Public Sector Organization /PSU Bank/IBA/RBI/any regulatory authority for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, at any point. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.</p> <p><u>(A self-declaration letter on the Company's letterhead should be submitted along with technical bid as per ANNEXURE Q)</u></p>	
15	<p>The Bidder / Support Vendor should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of THREE years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.</p> <p><u>(A self-declaration letter on the Company's letterhead should be submitted along with technical bid.)</u></p>	

16	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Support Vendor /Suppliers / Contractors observe the highest standard of ethics during the procurement, execution and continuation of such contracts in pursuance of this policy. Further, all bidders to submit an “Integrity Pact” (as per ANNEXURE-O) on non-judicial stamp paper of requisite value. <u>(“Integrity Pact” as per Annexure O on non-judicial stamp paper)</u>	
17	The Authorized signatory signing the bid on behalf of the bidder should be duly authorized by the Managing Director/Board of directors of the bidding company to sign the bid and the contract on the behalf. <u>(Certificate from the Managing Director of the bidder certifying that the bid signatory is authorized to do so)</u>	
18	There are no pending cases against the bidder / OEM involving cheating /fraudulent activities. Details of such activities, if any, must be furnished to the Bank. <u>(Certificate from company secretary or external auditor to be submitted)</u>	
19	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith. <u>(Undertaking as per Annexure R and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed documents from authorized representative of bidder& OEM))</u>	
	Mandatory Requirements	
	Minimum 55” inch Full HD with built in media player, built in Wi-Fi and internet connectivity should be using wireless technology minimum 4G or 5G using dongle. The screen should be tamper and vandalism proof.	
	Should support currently available multiple video, audio and picture formats for display with appropriate adjustment to aspect ratio. Also able to display live Foreign Exchange rates, Twitter feeds, RSS feeds, Gold rates etc. It should support multiple layout template with a dedicated layout design	
	Central playlist creation module with data composition during content distribution.	
	Web based central administrator module MIS/ report generation features.	
	The content/application stored in dedicated server (DC and DR) based data center in India as per bank’s IT/IS security.	

Note:

- 1) Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
- 2) The bidder will also have to provide Technical/ Functional requirements as specified in Annexure E (Part A & Part B) to fulfil the RFP terms.
- 3) 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.
- 4) All certificates, reference letter, undertaking should be in English, duly complete with signature, name and stamp of the issuing authority and their organization.
- 5) Once the bidders qualify the eligibility criteria, they will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfill all or any of the above eligibility criteria are liable to be rejected.

SIGNATURE
(Name & Designation, seal of the firm)



Annexure-C: MANUFACTURER’S AUTHORIZATION LETTER

Ref No.:

Date:

To

**The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007**

Dear Sir,

Sub: Request for Proposal for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model.

Bank’s RFP No:..... Dated.....

We, M/S XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (Name of OEM), who are established and reputable manufacturers of _____(Name and Descriptions of goods offered) having factories at _____(Address of factory) do hereby authorize M/S _____(Name and address of the agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Request for Proposal (RFP).

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

(a) Such Products as the Bank may opt to purchase from our authorized representative in India, provided, that this option shall not relieve our authorized representative in India of any warranty obligations under the Contract; and

(b) In the event of termination of production of such Products:

1. Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
2. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We hereby extend our full comprehensive guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP.

We also undertake that in the event of our authorized representative failing to perform its obligations under the Contract for supply, installation and maintenance of the above product and associated services for any reason whatsoever, we shall perform all the pending obligations as if the contract were between the Bank and us.

SIGNATURE

(Name & Designation, seal of the firm)

Annexure D - List of Banks / Institutions where Digital Signage Systems are currently operational

S. No	Name of the Bank / Institution	No. of DSS operational
City 1		
1		
2		
Sub Total for City 1		
City 2		
1		
2		
5		
Sub Total for City 3		
City 3		
1		
2		
3		
7		
Sub Total for City 3		
Grand Total for all Cities		

Note: Vendor can add more cities/products, if required.

SIGNATURE

(Name & Designation, seal of the firm)

Annexure E: PART A - Functional Specifications:
Functional Criteria of Central Server, Application Software and DSS Unit

How to use guide (User Manual) and product brochure, please mention the page number of these documents wherever confirmation regarding availability of features is present

Functional Specifications: Digital Signage Systems and the software to be provided should have minimum capability of performing the following functions:

The Bidder will mark codes (A, C and N) in the Table in bidder's Response Column

Available as a standard product offering	A
Not Available but will be a customization at the Bidder's own cost	C
Not Available and will not be provided	N

Sr. No.	Required Functionalities/ Features	Bidder's Response (A/C/N)
1.	LED TV size 55" and details as per Annexure E: PART 1 - Display Specifications: Minimum Requirement: Displays with built in media player.	
2.	Internet connectivity should be wireless using latest technology (Dongle) like 4G/5G or higher wherever is applicable. Ability to function in low internet bandwidth	
A.	<u>Hosting Capabilities</u>	
3.	The content/application stored in central servers should be stored locally in India as per bank's IT/IS security.	
4.	Manage signage screen network from anywhere without worrying about IT Infrastructure and scalability	
B.	<u>Scalability</u>	
5.	The Digital Signage Software must support unlimited number of DSS Units subject to availability of adequate computing and storage capability on the server as and when required by the bank.	
6.	Central Server capacity to handle/manage more than 3000 DSS unit centrally with authorized Software Application. Specification of Central server, Hardware, Software to be provided.	
C.	<u>Cross-Platform Solution</u>	
7.	On the client side, the Software should run on popular SOC platforms like SSSP6, Tizen4, WebOS 4, Android 9 (or higher), Microsoft Windows 10 IOT.	
8.	Supports content push from server or pull from the media player. Content push should be done by button click or at a predefined interval or when content changes. Content pull should happen at predefined periodic interval. Both these feature should support sync scheduling to avoid network usage during working hours.	
9.	Content that has to be displayed on the screens should be created and pushed centrally through the central server only and other means (USB) should be disabled, so that content should be pushed through any other medium to the machine	
10.	Module at the central location shall have intelligence to check the network usage and then accordingly transmit content i.e. store and forward.	
11.	The solution should support Screens in both landscape and portrait modes	

12.	The solution should provide standard media transition effects, like Fade in / Fade Out / Fly in / Fly out etc.	
13.	The solution should allow playing selected Media files in Full Screen Mode during playback. The solution should allow playback in the exact aspect ratio of the media or stretch / contract it to fill the entire region / zone it is mapped to.	
14.	The solution should support Multiple File types in a Loop (Multiple file formats in a Playlist).	
15.	The solution should provide unique identity to each screen and allow naming of screens / groups based on logical parameters like location, orientation etc.	
16.	The software should Connect the screen to the server on “as-and-when-needed” basis (pre-defined interval)	
D.	<u>Location specific content- (Multi Regions/ Zones)</u>	
17.	Content would be targeted to multiple demography (geographic region, product line, business size, etc.) which would be pushed from central server.	
18.	Logical grouping Signage Screens / Media player by Location / Zones / Region / Subsidiaries etc. Group displays and schedule same content at once on all displays in the group. Ability to divide the available display into various zones, each having independent content.	
19.	Will be able to divide them with the screen as required & populate images, videos, flash, etc. using drag-and-drop facility.	
20.	Ability to display content in multiple languages (<u>Vernacular language Support</u>)	
E.	<u>Content Scheduling</u>	
21.	Easy and intuitive interface for scheduling content on as per time, date, display, layout, etc. Option for scheduling content on hourly, daily, weekly, and monthly basis.	
22.	Ability to schedule display of content as per bank’s requirement, as it enables user to set-and-forget their digital signage content, and they don’t have to allocate time each day to deal with content updates.	
23.	Should Stretch/Skew any video or image to occupy entire display region without leaving bands at the sides, top or bottom.	
24.	Facility to archive old digital signage content on the server	
25.	Add gadgets like clock, weather, calendar, etc.	
F.	<u>Advanced scheduling</u>	
26.	Calendar view with better and clear visibility for schedule management	
27.	Options to set your default schedule, when no contents are scheduled on the display	
28.	Should support Overriding of scheduled or current content on the screen(s) with emergency messages	
29.	Local Playback: Download and store content locally on the player. Play earlier scheduled content in case of lost network connection.	
30.	System messages on the client: Never see warnings/errors/update messages of OS or any other application on the screen.	
31.	Schedules can be edited in terms of date time and insertion/deletion of contents on a real-time basis.	
G.	<u>Supported Media Format –</u>	
32.	Display authorized graphical/audio contents at various branches. All types of commonly used media files to be supported for playing. Ability to display/playback all media formats like but not limited to mp4, Flash movies, mpeg4. 4k content, mkv, ppt, doc, docx, pdf etc. with all major codecs supported.	

33.	Video Formats: <ul style="list-style-type: none"> • MPEG (.mpg,.mpeg,mpeg4..m1v,.mp2,.mpa), • Windows Media(.avi,.wmv,.wma,.wm,.asf) • Real Media(.ra,.rm,.rmj,.rms) • Quick Time (.mov) 	
34.	Html Files:.html,.htm,.mht,.mhtml,HTML5,HTML packet widgets	
35.	Audio : Mp3,WAV	
36.	PowerPoint Files : .ppt,.pps,.pptx,.ppts	
37.	Image Formats: jpg,jpeg,bmp, png, gif, tiff,	
38.	Flash Format: swf,.flv	
39.	Text: Show static as well as scrolling text (Tickers)	
H.	<u>Supported dynamic data</u>	
40.	Webcasting: Website, Show feed of live events received via a streaming server or Embedded HTML	
41.	Integration with social media sites (Twitter, Facebook, YouTube etc.) for bank's official contents. Ability to display live content like text, data feed, video-streaming etc.	
42.	Should be able to automatically relay foreign exchange rates, RSS Feeds, Twitter Feeds, Gold Rates, stock market updates as per bank's requirement.	
I.	<u>Ticker Messages and Characteristics:</u>	
43.	Ability to display customized tickers at individual branches based on automatic addition of branch names to the ticker from a database.	
44.	Tickers Should support UNI code(Multi-lingual support) & can customize font name, font size, font type, foreground color and background color (Gradient & solid) & can scroll in any direction (Right to left, left to right, top to bottom and bottom to top).	
J.	<u>Time Sync-</u>	
45.	Date and time should be standard even after system restart.	
K.	<u>Group, role and user management</u>	
46.	Provision for console admin to create multiple groups, roles and rights with restricted access. Users associated with particular group will be able to manage screens associated with that particular group only.	
47.	Roles - Administrator can define roles for specific function and the role definition can be at the level of view, add, update, delete for each module. The administrator access should be available to multiple users as per role defined by bank.	
48.	User - Administrator can add his team members with appropriate roles and groups as per need. Each user will have unique credentials to login and manage their screen and content.	
49.	Ability to manage the Digital Signage System for content distribution based on Maker Checker concept. (At server/ content distribution and storage).	
L.	<u>Monitoring and Control Module-</u>	
50.	Ability to manage/monitor the Digital Signage screens centrally. Dashboard capabilities to display system up-time and drill-down reports group-wise.	
51.	See content being played on any remote display in real time. Ability to view the preview content by Bank central team before final upload. Tool to create display design preview before publishing.	
52.	Ticketing system to auto-register non-functioning displays and trigger automated diagnostics for malfunction with appropriate escalation capabilities in case of non-resolution.	

53.	Content administration capabilities from Corporate Centre and delegated control to Head Offices, Regional Offices etc. This will be on the basis of groups where each display could be a part of multiple groups.	
54.	Provision to identify Display Unit not getting updates due to power off, network issue etc.	
55.	Ability to manage the content in terms of time to display, screen split, duration of display, etc. It should have capability to play video, audio and ticker simultaneously	
56.	Content Repository facility for reusing the content Transmitting / downloading /deploying content to a logically grouped branches / locations	
57.	An email & SMS alert to the bank official if the Digital Signage software service on the central server is not up and running	
58.	Ability to manage the display layout / design on individual screen from a centralized location based on clustering. Single screen or split screen. Facility of Scrolls, crawls images/videos to separate regions on the screens.	
M.	<u>Smart downloading:</u>	
59.	Option to schedule downloading for better bandwidth management.	
60.	Should support files to be sent in fragments to avoid load on bandwidth. Bigger Media Content are downloaded into small part and then transmitted from the server to the respective DSS Units.	
61.	Content distribution module should be able to compress the content during transmission and decompress it at the DSS Unit at a particular installation	
62.	Delta file downloading - Contents are downloaded in an incremental fashion which means if a file is downloaded half way and after sometime if there is any network error then this file gets auto regained from the last point it had stopped the download.	
N.	<u>Reports:</u>	
63.	<u>Proof of Play</u> - Report of screen wise media play. PoP should tell when content was played, where it was and how many times it was played.	
64.	All reports should be available in daily and monthly format. (csv/excel format)	
65.	Reports should be customized as per bank requirement.	
66.	Reports should be sent to pre-configured email id for better monitoring.	
67.	Upload time elapsed for content upload and playback, etc. (daily/ monthly/ quarterly/ yearly and on demand)	
68.	Solution shall provide access to bank officials to generate reports and view dashboards w.r.t. the digital signage i.e. downtime, uptime, ticket logged, content created, content deployed, digital media/LED's working status, etc.	
69.	Bandwidth utilization report for upload and download of video files. These reports can be Daily/Weekly/Periodic.	
70.	Users can generate customized reports such as display uptime, number of times, and duration of a played content and other matrices for business requirements	
71.	Complete Audit log to be maintained of the information added/modified/deleted in the system by user/IP address, with backup facility.	
72.	Information about the contents upload time from the server to respective DSS unit.	
73.	Network connectivity status between the DSS units and the central server, Players current IP Address, last access & last download.	
74.	Number of devices connected to the server at current time. Memory utilization on server.	
75.	The solution should provide Logs for Status of the screens (Start / Shut time), date and time last connected with the server etc.	

O.	<u>Security</u>	
76.	Communication to and from Mobile App/ Web Portal is to be restricted only to app manager through a secured channel.	
77.	Transmission between the server and the DSS Unit should be encrypted using SFTP/HTTPS/FTPS protocols providing end-to-end encryption of data transfer.	
78.	Certificate from Cert-In empaneled vendor for assurance in IS perspective (VAPT) as per bank's IT/IS policy	
79.	Antivirus Management on all DSSs and the solution.	
P.	<u>Complaints Handling / Management</u>	
80.	Ability to create tickets for non- functioning of display units at branches/ Regional Office through web portal provided for monitoring.	
81.	Generate escalations on non- resolution of non-functioning of DSS units.	
82.	24 x 7 Online Help/Support Desk for complaint register and capability of prompt resolution	
Q.	<u>MIS/Billing Reports (as per bank's requirement)</u>	
83.	Quarterly bills should be generated branch/ location wise wherever services have been rendered. The necessary logs/audit trails should be available for verification of the bills.	
84.	Bank should able to enter the billing parameter and penalty calculations parameter (it should not be hard coded into the system/application/solution). Penalty/monthly rental charges calculation tools/utility with access to the bank officials as per applicable penalty clause in RFP.	
85.	A Billing summary report for payment office is to be made available.	
86.	Monitor and report SLA parameters like system-uptime, fault-resolution duration, gap between content	
87.	The solution should create MIS reports to verify the billing of screens that were live / not-live.	
R.	<u>Playlist Creation& Modification</u>	
88.	Should support creation of text and media playlist of static images, web pages and movies.	
89.	Create aggregate playlists that help organize and manage your content within sub-playlists.	
90.	Playlist should have an option to play the items in sequential or shuffle manner.	
91.	The solution should allow muting of the Audio for each Media file in the playlist apart from the ability to control the volume of the screen from the server.	
92.	Should support individual playlists for different parts of the screen	
93.	Users can group and organize similarly themed content or content for particular occasions into a single playlist. Instead of scheduling each piece of content one-by-one, users can select a playlist and assign it to a specific screen in just a few clicks.	
S.	<u>System Automation</u>	
94.	Ability to power ON/OFF Screens from a centralized location or at a set times and time synchronizations occur in the back ground without interrupting the active display.	
95.	Automatic distribution of data at scheduled times to targeted DSS.	
96.	System should be configurable for holidays and working timings of each branch/location so that the Digital Signage System can also have the day off.	
97.	View active players on your network & enable or disable any player on the network at any time. Set the different shutdown time and reboot time for all days of a week for the remote players. Reboot on a button click available.	
T.	<u>Software Upgrades</u>	

98.	Should allow software updates on client remotely from central server without any cost to bank.	
U.	<u>Manage signage application</u>	
	<i>Web Portal:</i>	
99.	The access to the Content Management Server should be through a browser based web application to manage the content. It should not require any special application to be installed to manage content other than a browser like chrome / Firefox / edge etc.	
	<i>Mobile App:</i>	
100.	With mobile app, one should be able to monitor your signage network and should be able to get real-time, relevant and informative content with digital signage apps. Field engineers to register app and, monitor health and do basic troubleshooting from their mobile device. Screen owners/managers to monitor screens, check what's running on the screen and also publish content, emergency messages on the go.	
	TOTAL	

SCORING CRITERIA FOR FUNCTIONAL SPECIFICATIONS

"A" will carry 5 marks, "C" will carry 3 marks and "N" will carry 0 marks.

The total score obtained by the bidder will be having weightage in the evaluation criteria.

Code Category	Category wise count of codes mentioned against each item by the SI in the above table.	Multiplier	Score
A		5	
C		3	
N		0	
TOTAL SCORE			/500

Bidder Presentation-The evaluation, if required, will be mainly based on the bidder's understanding of our requirements, approach for implementation as mentioned in the scope. The bidder(s) may be asked to make the presentation on the desired date, covering all the requirements for evaluation including the security aspect.

The presentation should also include the proposed team composition with their experience in IT field and exposure to the proposed solution and relevant citations.

Annexure E: PART- B Technical Specifications: Minimum Requirements

Compliance with the hardware specification is mandatory and non-compliance will be grounds for rejection of the bid.

Commercial Display with Built in Media Player and built-in Wi-Fi.

HARDWARE/TECHNICAL SPECIFICATION: Minimum Requirement			
S. No	Parameters	Minimum Requirements	Compliance (Yes/No)
1	Screen size	55" or Above Commercial Grade	
2	Warranty	3-year limited commercial warranty suitable for 24*7*365	
3	Minimum life span of display	50,000 hours.	
4	Display Brand	Reputed Brands	
5	Model Name/Year	latest in market	
6	Panel Technology	IPS	
7	Display Technology	LED	
8	Operating System	Linux, Android, WebOS, HomeOS,etc	
9	Display Orientation	Portrait and Landscape	
10	Native Resolution (Pixels)	3840*2160(UHD/4K)	
11	Brightness (Nits)	450 Nits or higher	
12	Response Time	8 ms	
13	Aspect Ratio	16:9	
14	Contrast Ratio	1000:1 or above,	
15	Viewing Angle(H x V)	178*178 degree	
16	Refresh Rate	50 Hz or above	
17	Mounting option:	Wall/roof mounting or fit into the stand	
18	In Built Speakers Capacity	20 watt or more	
19	Supports Bluetooth Technology:	Yes	
20	Built In Wi-Fi	Yes	
21	BIS Registration and RF Registration	Required	
22	Operating Temperature	0-40 Degree centigrade	
23	Remote Control Type	IR, Bluetooth	
24	Temperature Sensor	Should be present	
25	Dust proof IP Rating	IP5x or higher	
26	Power requirements	100-240V AC, 50-60 HZ	
27	Manufacturer Certification	BIS/FCC/IEC/ UL/ cUL/ FCC Class "A" / CB/ TUV / CE / KC etc. as per Manufacturer.	
28	Energy Star Rating	Energy Star 5.0 or Above	
29	Supported Image Type:	All types of images(ex-TIFF, GIF, PNG, JPEG)	
30	Supported Media Format	All types of media files(ex AVI, Blu-ray, DVD, MPEG, WAV, WMA, MPEG, MPEG2, MPEG4)	
31	Supported Audio Format	All Types of audio format (ex-Mp3_audio, Wma)	
32	Operating Distance	Minimum 7 feet	
33	Connectivity(Input/Output/External Control)	Number of HDMI Ports : Minimum 2 Number of USB Ports: Min 2(to connect hard	

	(The ports should not be accessible to the public, it should only be accessible through an admin module requiring either a password or mapping of a utility.)	drives and other USB devices)	
		USB, Built-in Wi-Fi, HDMI,VGA,DVI-D,DP,AUDIO, Ethernet,VGA,Wi-Fi	
		RJ 45:1,RS232,IR In	
34	InBuilt in Media Player (SOC)	Media Player Option Type- All-in-one display solution with built in Media Player and Must be Wi-Fi enabled(To support 4G/5G), no need for external media players. It should support HDMI video with low power consumption (less than 10W)	
		Software Compatibility : Content Management Software should be compatible Control and Monitoring Software should be compatible	
		Media Player Processor: Quad Core 1.1 GHz or higher Graphics Processor Unit (GPU) – Integrated GPU Memory – Minimum 2GB DDR3 Internal Storage: 8 GB local storage or above. WiFi : 802.11	
35	Internet Data Card	Should be minimum 4G or higher (5G) and Unlimited Internet Access	
36	Make	Make in India	

Annexure F: Indicative Commercial Bid

The Indicative Commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification “**Indicative Commercial Bid for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model**”.

Name of the Bidder:

Indicative Commercial Bid Template

Sr. No.	Description	Qty. (A)	Unit Price (B)	Total Price C = (A)*(B)
1.	Monthly Subscription Charges for Supply & Installation, Maintenance and Removal of Screens (at the end of contract period of 5 years), Server Based Digital Signage Solution including Server & Client Software, Content Management Service, and Dongle based Connectivity Charges per screen & Data Plan between Server and Screen. (as per Annexure “F-1”)	2000	XXX	
2.	Less : Buyback of 1000 DSS , installed by previous vendor (Specification Provided in SOW)	1000	Rs 3000 or higher*	
3.	Total cost of ownership for evaluation = Total price of 1-2	XXX	XXX	
	Amount in Words			

NOTE:

* Minimum Rs 3000 should be quoted as buyback price, bidders may quote higher price.

** Bank may or may not sale the old DSS units on the price quoted by the vendor.

(Note – All software are required to be purchased, latest and licenses provided to bank. The cost shall be inclusive in above commercials).

Total Price in words: (Rs.) _____

Annexure – (F-1) – Schedule for Monthly Charges (part of Commercial Bid)

(Include in Price Bid Only - Not to be included in Technical Bid)

Sr. No	Particulars	QTY(A)	Monthly Charges Per Display Unit/Installation per month (As Applicable) (B)	No of monthly Payments in 12 Months for each site	No of monthly Payments in 60 Months for each site
1.	Digital Signage Solution and Services (Display Unit with inbuilt media player and wireless internet services as per technical specifications mentioned with all necessary connectors, cables, remote, speakers and associated accessories) Cost per display/installation.	2000	50		
	TOTAL (Rs.)				

All the DSS are procured on rental basis and for the entire contact period you are required to repair/replace the damage parts without any cost to Bank. **The spare parts rates are payable in only "Force Majeure" cases only.** "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.

Vendor is required to store the critical parts required for functioning of DSS in all his support centers and replace the spare parts by next working day. Non-resolution of complaint within the given time frame will attract penalty as prescribed in the agreement/Purchase Order/ letter.

The bidder may quote the best competitive price in the commercial bid as Bank may or may not opt for Reverse Auction and in case Bank does not opt for Reverse Auction, the commercial bid submitted by you will be opened and will be used for evaluation purpose. Our Bank's Business Rules and Terms & Conditions of Reverse Auction will be applicable. Please note the contents and comply with the requirements of the same. Bidders are requested to ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event.

All prices quoted by the bidder shall be exclusive of taxes

TOTAL COST OF OWNERSHIP (TCO):

Please note that TCO shall encompass but not be limited to the following:

- 1) TCO will be considered for arriving L1 in order to select the successful bidder to award the contract.
- 2) The prices quoted should be exclusive of all Taxes like Service tax, CST, GST, VAT and levies i.e. Octroi, Local Body Tax, Entry Tax etc. which shall be reimbursed/paid as per applicable rates or on producing original receipts. In case the Bidder is enjoying any Tax exemption for any particular component or components and if the tax exemption ceases during the tenure of contract, Bank shall not pay the exempted tax component which is levied due to cessation of exemption.
- 3) These rates are inclusive of Installation, dismantling, packing, lifting, transportation,

assembling, re-installation, shifting, testing at new location, and onsite resources for support, making live at new location and training to staff at new location. The rates as mentioned above will be applicable for the entire contract period from the date of SLA.

- 4) Monthly Rental charges for 5 years. Rates should be inclusive of supply, installation, licensing, Transportation, Insurance, Internet dongles and plans, Resource person deployed onsite, Training, shifting, licenses. Spares Maintenance charges including duties, levies, taxes if any but exclusive of GST,
- 5) The Price should be quoted as per Indicative Commercial offer and Price Composition mentioned in this RFP.
- 6) In case of discrepancy in TCO, unit prices multiplied by quantity will be considered for competition of TCO.
- 7) The number specified is solely for computing TCO, actual requirement may be more or less depending on Bank's requirement and vendor has to execute on the finalized rate.
- 8) Stamp duty and other cost incurred on execution of Agreement with Vendor, as advised by Bank's Legal Department.
- 9) Insurance to cover the equipment for and from transit period till installation or 15 days after delivery at the locations specified, whichever is later.
- 10) Cost of system/software up gradation for the entire period of contract.
- 11) 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.
- 12) The decision of bank would be final and acceptable to all bidders.

SIGNATURE

(Name & Designation, seal of the firm)

Annexure G: “Template for “Technical/Functional Evaluation”

Technical/Functional Parameters and their Respective Weightage for technical evaluation
In case of implicit or vague answers and in the absence of supporting information, certificate/ declaration sought, marks will not be provided.

S. No	Parameters and Scoring	Max Score	Marks obtained
1.	The Bidder should have experience in handling, installations, maintenance and services support of Digital Signage Solution in at least 2 (Two) large scale organizations like Scheduled Banks/ Public Sector Undertaking/ Airports, Railways Stations, Government organizations during last 5 years Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned).	10	
	Up to 2 – 5 Marks		
	More than 2 and up to 5 – 7 Marks		
	More than 5 –10 Marks		
2.	Bidder/ OEM should have a minimum annual turnover of Rs. 8 crores or above during last three financial years i.e. 2018-19, 2019-20 and 2020-21 from Sales/Services/ Maintenance/ Facility Management of Digital Signage System equipment and peripherals.	10	
	Up to 8 Crores – 5 Marks		
	More than 8 and up to 10 – 7 Marks		
	More than 10 – 10 Marks		
3.	Bidding company has been in existence and operating for 3 or more years	10	
	Up to 3 Years – 5 Marks		
	More than 3 and up to 5 – 7 Marks		
	More than 5 – 10 Marks		
4.	Installed at least 1000 DSS units in minimum 2 bank/organization centrally with authorized Software Application and displays. Specification of Central server, Hardware, Software, displays to be provided within last 5 years.	10	
	Up to 1000 DSS in 2 organizations each – 5 Marks		
	More than 1000 and up to 1500 in 2 organizations each – 7 Marks		
	More than 1500 in 2 organizations each – 10 Marks		
5.	Score Obtained out of 500 in functional Specifications (Annexure E- Functional Requirements)	20	
	Upto 450 – 10 Marks		
	More than 450 and upto 480 – 15 Marks		
	More than 480 – 20 Marks		
6.	Score on basis of Technical Specifications (Annexure E- Technical Requirements)	15	
	TV size 55” or Higher with built in media player and internet connectivity should be wireless technology(dongle) minimum 4G or 5G using dongle and as per Annexure E		
7.	Marks to be allotted by Technical Evaluation Committee for	25	

	Presentation/Demonstration/Site Visit/POC (i.e. Proof of Concept).		
	Successful demonstration of proposed solution, specifically: 10		
	Technologies used - hardware, software:10		
	Support facilities, Site Visit and resources:5		
	Vendor's Combined OVERALL TOTAL MARKS for Technical Evaluation	100	

The Bidder has to submit relevant supporting documents for above information.

NOTE:

- 1) **Bidders who succeed to score at least 70 marks as mentioned above shall qualify in Technical Evaluation and their financial bids would be considered.**
- 2) Other lower scoring bids would not be considered further. In case sufficient number of bids do not technically qualify, the Bank at its discretion, lower the qualifying technical score appropriately.
- 3) 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, install and maintain DSS in bank.

**Annexure- H-Compliance Certificate
(On letterhead)**

Dated

To
The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007

Dear Sir,

**Sub: Request for Proposal for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model.
Bank's 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 supply, install and maintain Digital Signage Systems 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)



Request for Proposal for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model.

Annexure- I: Reference Letter from Commercial bank/Organizations

Dated:

To
The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007

Dear Sir,

Sub: Request for Proposal for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model.

Bank's RFP No:..... Dated.....

This is to certify that _____(name of the vendor/OEM) has installed.....no. of Digital Signage Systems (Please specify the model and function) in the Bank during the period

_____.
The performance of the above said Digital Signage Systems is satisfactory and there are no adverse observations as regards to the performance of the machine and the services rendered by the _____(Name of the vendor/OEM) is prompt and complete.

SIGNATURE

(Name & Designation, seal of the Bank)

Contact Numbers
For reference call by the Bank.

Landline:
Mobile:

Annexure - (J): Information/Supporting documents to be submitted by bidder for eligibility and Technical evaluation.

1. Organization structure
2. Names of the Board of Directors/key persons of the Company.
3. Business Profile & Strategy for expansion in India of OEM and bidder
4. Write up on following for bidder and OEM:
 - a) Management practice & procedure
 - b) Other products & services practice area and core competency
 - c) Expertise in handling customization/adaptation to regional languages
5. Copies of the audited and published financial reports.
6. If an authorized representative/ channel partner is responding to this RFP, an authorization letter from manufacturer (OEM) that the company is their authorized representative in India and a copy of agreement. Manufacturer/OEM's Authorization Letter as per Annexure C. (Bidder can only offer one brand and model of screen and one brand of Digital Signage Solution)
7. Certificate of Incorporation issued by Registrar of Companies and Certificate of Commencement of Business.
8. Letter from the Bank/s on letter head where bidder/OEM has previously implemented DSS. The letter should be signed by an official in the rank of AGM or above in the department dealing with the procurement/implementation of DSS. (Annexure I)
9. Copy of the purchase order / agreement as proof of worldwide deployment, Bidder should submit proof of implementation along with Purchase orders and letter from user organization mentioning successful implementation / migration along with staff strength. POCs done will not be treated as experience of the Bidder.
10. Audited Financial Statements (Balance Sheet & Profit & Loss statement) for the FY 2017-18, FY 2018-19 and FY 2019-20 along with complete Auditor's certificate / qualifications.
11. Number of DSS installed in Banks in the last 3 years (Year, Bank name, no. of DSS supplied. Major functions) to be supported with certificate from Banks along with comments on SLA. (as per format in Annexure D)
12. List of support centers, stocking centers, residential engineers with addresses, contact persons, contact numbers and email-ids and their mapping with States in India and centers listed in Annexure N.

Annexure - (K) - 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.	Minimum locations to be covered		
5.	Training (at site & central location)		
6.	Availability of Product and Spares		
7.	Warranty and annual maintenance contract/ <u>Monthly Rental charges</u>		
8.	Maintenance Standard during Warranty & Contract Period		
9.	Bid cost included		
10.	Bid security included		
11.	Technical specification/details provided		
12.	Duly filled commercial template		
13.	Erasures or alterations, if any, in the proposal submitted		
14.	Offer validity period as per requirement		
15.	Right to alter quantity terms acceptable		
16.	Price freezing terms acceptable		
17.	Payment terms, Support Services & miscellaneous Terms /Requirements acceptable		
18.	Penalty/ Liquidated damages terms acceptable		
19.	Order cancellation terms acceptable		
20.	Centralized Call login facility and web based solution as suggested in this RFP		
21.	Manuals & documentation to be provided as specified		
22.	Pre-delivery factory inspection terms acceptable		
23.	Repeat order terms acceptable		
24.	Dispute Resolution and arbitration terms acceptable.		
25.	All other terms and conditions specified in the RFP are acceptable.		

SIGNATURE

(Name & Designation, seal of the firm)

Annexure L - Reference Site Details

(Two working site reference required preferably from different organizations of having rank of Assistant General Manager or above and equivalent, where the DSS is working satisfactorily)

	Reference
Name of the Bank	
Address of the Bank	
Contact Details (At least two contacts are to be provided for each reference)	
Contact 1 Name:	
Designation:	
Landline no.:	
Cell no.:	
E-mail id:	
Contact 2 Name:	
Designation:	
Landline no.:	
Cell no.:	
E-mail id:	
Total Number of DSS supplied	
Ref. no and date of order	
Quantity ordered	
Quantity supplied till date	
Quantity installed	
Quantity operational	

Note: Non availability of working system, 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 M: Format for Bid Guarantee

Date:

To
The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007

1. M/s , having its registered office at (herein after referred as 'the vendor')..... , has inter-alia agreed to furnish a bank guarantee from a scheduled bank for Rs **48,00,000/- (Rupees Forty Eight Lakhs Only)**, as security for compliance with the vendor's obligation in accordance with stipulation of RFP No..... dated..... issued by Bank of Baroda.
2. On request of the vendor we (hereinafter called the issuing bank) do hereby undertake to pay to you an amount Rs **48,00,000/- (Rupees Forty Eight Lakhs Only)**, against any non-compliance with conditions contained in the RFP.
3. We (the issuing bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by you by reasons of any breach by the said vendor of any of the terms or conditions contained in the RFP by reason of the vendor's failure to perform the terms thereof. Any such demand on us during the currency shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount **not exceeding Rs. 48,00,000/- (Rupees Forty Eight Lakhs Only)**
4. Any notice by way of demand or otherwise hereunder may be sent by courier, or registered post to our local address of the issuing Bank and if sent accordingly it should be received and duly acknowledged by the bank on or before the expiry date of the guarantee.
5. We (the issuing bank)....further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till satisfactory compliance of the terms and conditions thereof by the vendor or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said vendor and accordingly discharge the guarantee or till expiry date whichever is earlier.
6. This bank guarantee shall remain in operation from the date of issue and we shall not revoke this guarantee during the currency except with your previous consent in writing. You may enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws of India.
7. We (the issuing bank)....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.

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

Notwithstanding anything contained herein

- a) Our liability under this bank guarantee shall not exceed Rs. **48,00,000/- (Rupees Forty Eight Lakhs Only)**.
- b) This bank guarantee shall be valid up to.....;and
- c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before..... .

SIGNATURE

(Name & Designation, seal of the firm)

Annexure N: Availability of Service/Support Centers

Sr No.	List of Major Centers	Service Center? (Yes / No)	Details of Service Center (Postal Address, Contract Number and Number of Service Engineers)
1	Agra		
2	Ahemdabad		
3	Ajmer		
4	Aligarh		
5	Allahabad		
6	Anand		
7	Aurangabad		
8	Bangaluru		
9	Bareilly		
10	Baroda		
11	Bharatpur		
12	Bharuch		
13	Bhopal		
14	Bhubaneshwar		
15	Bikaner		
16	Bulsar		
17	Burdwan		
18	Chandigarh		
19	Chennai		
20	Coimbatore		
21	Dehradun		
22	Delhi		
23	Ernakulam		
24	Faizabad		
25	Faridabad		
26	Ghandidham		
27	Ghaziabad		
28	Gurgaon		
29	Guwahati		
30	Haldwani		
31	Hyderabad		
32	Indore		
33	Jabalpur		
34	Jaipur		
35	Jalandhar		
36	Jamnagar		
37	Jamshedpur		
38	Jodhpur		
39	Kanpur		
40	Karnal		
41	Kolkata		
42	Kota		

43	Lucknow		
44	Ludhiana		
45	Madurai		
46	Meerut		
47	Mehsana		
48	Moradabad		
49	Mumbai		
50	Muzzafarpur		
51	Nagpur		
52	Navsari		
53	Noida		
54	Panaji		
55	Patna		
56	Pune		
57	Rae Bareli		
58	Raipur		
59	Rajkot		
60	Shahjahanpur		
61	Sultanpur		
62	Surat		
63	Udaipur		
64	Varanasi		
65	Visakhapatnam		

Note: If the Bidder has more than one Service Center in any of the cities listed above they may specify with serial Number.

SIGNATURE

(Name & Designation, seal of the firm)

Annexure-O: PRE CONTRACT INTEGRITY PACT

[To be printed on Stamp paper]

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 Baroda Bhavan, R C Dutt Road, Alkapuri, Baroda – 390007, 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 **Supply, Install, Testing, Operations and Maintenance of Digital Signage Solution on OPEX/RENTAL model** and the BIDDER/Seller is willing to offer/has offered the said services and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1) The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2) The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

Commitments of BIDDERS

- 1) 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) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 4) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 5) BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 6) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 7) 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.
- 8) 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.
- 9) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 10) 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.

- 11) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 12) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 13) 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.
- 14) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

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

Earnest Money (Security Deposit)

- 1) While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favor of Bank of Baroda
 - (ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 2) The Earnest Money/Security Deposit shall be valid up to a period of 6 months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 3) In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4) No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

- 1) Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - b) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - c) To immediately cancel the contract, if already signed, without giving any compensation

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

Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / 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.

Independent Monitors

- 1) The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr Harishwar dayal (email id: dayalagra@gmail.com)
- 2) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 3) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 4) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6) The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The

BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

Facilitation of Investigation

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

Law and Place of Jurisdiction

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

Other Legal Actions

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

Validity

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

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

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Chief Executive Officer /Authorized Representative

Designation

Name of the Officer:

Designation:

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Annexure-P: NON-DISCLOSURE AGREEMENT

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

NDA format is provided below.

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

To
The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007
[Date]

Dear Sir,

Re: Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for **Supply, Installation and Maintenance of Digital Signage Solution on OPEX/RENTAL/RENTAL sharing model**, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary and shall use at least the same degree of care used by us to protect the unauthorized use, disclosure, publication or dissemination of our own confidential information, but in any case no less than a reasonable degree of care (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:
 - To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of MS Vendor;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory

- authority with which we are bound to comply; and
- To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
 7. This Agreement shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - Is already in our possession prior to its disclosure to us; and
 - Is independently developed by us.
 8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
 9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
 10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
 11. We acknowledge that all the Confidential Information disclosed to us by the Bank shall at all times remain the sole and exclusive property of the Bank and nothing in this Agreement shall be construed to confer upon us and/or our employees and/or our professional advisers, any right or license in or to the Confidential Information or Intellectual Property of the Bank.
 12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Vadodara courts. In the event that any of the provisions of this Agreement shall be held by the court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect
 13. We hereby agree to indemnify and keep BANK OF BARODA indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or our employees and/or our professional advisers and shall immediately reimburse and pay to BANK OF BARODA on demand all damages, loss, cost, expenses or any charges that BANK OF BARODA may sustain suffer, incur or pay in connection therewith.
 14. Unless the bank otherwise agrees in writing, bidder's duty to protect Confidential Information expires one year from termination / expiry of this Agreement.
 15. We acknowledge that a breach of our obligations under this Agreement could cause irreparable harm to the BANK OF BARODA for which monetary damages may be difficult to ascertain or an inadequate remedy. We therefore agree that the BANK OF BARODA will have the right, in addition to its other rights and remedies, to seek injunctive relief and reserve right to take any appropriate remedial action against us for violation of this Agreement.

INDEMNITY

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

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

SIGNATURE

(Name & Designation, seal of the firm)

Annexure Q – Non-Blacklisted Undertaking

Undertaking by the Bidder in their letter head

Date

To
The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007

Dear Sir,

Sub: Request for Proposal for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model.

Bank's RFP No:..... Dated.....

- With reference to your RFP on DSS, We, M/s _____, the undersigned, hereby confirm that we have read and understand the eligibility criteria and fulfill the same.
- We further confirm that all the information as per requirement of the Bank have been included in our bid.
- Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI in last 5 years.
- No legal action is pending against us for any cause in any legal jurisdiction.

SIGNATURE

(Name & Designation, seal of the firm)

Annexure R -Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

Date

To
The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007

Dear Sir,

We, M/s ----- are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----
----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

Further in case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by20

SIGNATURE

(Name & Designation, seal of the firm)

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

Annexure S – Application/ Bid Fees Letter

To
The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007

Dear Sir,

Sub: Request for Proposal for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model. Bank's RFP No:..... Dated.....

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

Amount: Rs. _____ /- (Rupees _____ Only)
Mode: Online Transfer Payment
Type: RTGS (Real Time Gross Settlement) /NEFT (National Electronics Fund Transfer)
UTR / Txn ref. No. _____
Txn Date: _____
Remitting Bank: _____
Remitting Bank IFSC Code: _____
Beneficiary Account: Bank of Baroda, Bank Account No. 02000400000062
Beneficiary Bank IFSC Code: BARB'0'ALKAPU Fifth Character is ZERO
Account Name: BANK OF BARODA, HO OFFICE ADM

The details of the transaction viz. scanned copy of the receipt of making transaction/payment advice or Micro and Small Enterprises (MSE) Certificate (if EMD not applicable) to be enclosed.

The Bank may, at its discretion, reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

Dated this.....by20

SIGNATURE

(Name & Designation, seal of the firm)



Annexure T - Conformity Letter

To
The General Manager
Digital Banking Department,
Bank of Baroda,
1stFloor, Baroda Bhavan,
RC Dutt Road,
Alkapuri Vadodara –390007

Dear Sir,

Sub: Request for Proposal for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model. Bank's RFP No:..... Dated.....

Further to our proposal dated in response to the Request for Proposal (Bank's response No. hereinafter referred to as "**RFP**") issued by Bank of Baroda ("**Bank**") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original response documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

SIGNATURE

(Name & Designation, seal of the firm)

Annexure – U - CERTIFICATE OF LOCAL CONTENT

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.)

Date:

The General Manager
Digital Banking Department
Bank of Baroda
1st Floor, Baroda Bhavan,
R. C. Dutt Road, Alkapuri,
Vadodara – 390007 Gujarat

Dear Sir,

**Re: Request for Proposal for Selection of Vendor for Supply, Installation, Operations and Maintenance of Digital Signage Solution for Bank of Baroda on OPEX/RENTAL Model.
Bank's RFP No:..... Dated.....**

Bidder Name: _____

This is to certify that proposed _____ is having the local content of _____ % as defined in the above mentioned RFP and amendment thereto.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020.

Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal

Counter-signed:
Bidder