

Clauses in RFP

Sr N o.	Clause in RFP	Clarifications/ Changes made
	2. RFP Response terms	2. RFP Response terms
1	4.5.8 Payment Terms Corporate Office will place the orders and delivery will be at our Branches / admin offices across the country as per the orders placed. The successful Vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc. The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item. The payment will be released as follows: a) Delivery, Installation and maintenance of	4.5.8 Payment Terms For Biometric Attendance System Software: The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the Bank during the course of the assignment, the Bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item. The payment will be released as follows: a) Software Licenses • 30% of the license cost on
	Biometric Finger Print Capture Device ☐ 70% of the total cost on delivery of HW plus 100% of GST. The required documents to be provided along with original invoice:	plus 100% of GST. The required documents to be provided along with original invoice: a) Original delivery Challans dully stamped and signed by the Bank
	 a) Original delivery Challans dully stamped and signed by the Bank Official. 	Official.
	b) Original receipt of Octroi / entry tax etc wherever applicable.	b) Original receipt of Octroi / entry tax etc wherever applicable.
	☐ 20% of total cost after three month of successful delivery and satisfactory functioning of the hardware and applicable Service Tax (if any).	 40 % of the license cost after go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
	☐ Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 14 Bank Guarantee for	40 % of the license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final



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	early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months (i.e. one month beyond the warranty period). b) AMC / ATS – At description of Bank after the expiry of warranty period, subject to review at the beginning of each year. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank. The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank 4.5.8	Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off b) Implementation Cost (OTC) 70% of the implementation cost after golive sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.

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- c) 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.AMC / ATS – Payable quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager
- d) Onsite Support Charges Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Project / Operation Manager

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by IT Dept., BCC as per above payment terms on submission of mentioned supporting documents.

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

For Biometric Devices:

Corporate Office will place the orders and delivery will be at our Branches / admin offices across the country as per the orders placed. The successful Vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc. The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such



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		withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item. The payment will be released as follows: a) Delivery, Installation and maintenance of Biometric Finger Print Capture Device
		☐ 70% of the total cost on delivery and Installation of Hardware end locations plus 100% of GST. The required documents to be provided along with original invoice:
		a) Original delivery Challans dully stamped and signed by the Bank Official.
		b) Original receipt of Octroi / entry tax etc wherever applicable.
		☐ 20% of total cost after three month of successful delivery and satisfactory functioning of the hardware and applicable Service Tax (if any).
		□ Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 14. Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months (i.e. one month beyond the warranty period).
		b) AMC / ATS – At discretion of Bank after the expiry of warranty period, subject to review at the beginning of each year.
		There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank. The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed



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		invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved. The invoices for claiming the payment should be submitted along with the following documents: ☐ Original delivery challans / duly signed original Inspection Reports by the branch officials and engineers of the successful Vendor (as the case may be).
		☐ Confirmation letter from OEM mentioning the serial number of the product and that the Biometric Device supplied is under three years back to back warranty.
		☐ In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.
	4.5.5 Warranty	4.5.5 Warranty
	The entire HW covering all components will	For Hardware
2	remain under, onsite, comprehensive maintenance warranty for a period of three years. The product support during warranty period shall be for all HW and accessories supplied. Vendor will have to provide a post-installation warranty as per the terms mentioned below: □ Comprehensive Warranty for 12 Months	The entire HW covering all components will remain under, onsite, comprehensive maintenance warranty for a period of three years. The product support during warranty period shall be for all HW and accessories supplied. Vendor will have to provide a post-installation warranty as per the terms mentioned below:
		Comprehensive Warranty for 36 Months from the date of installation or 37 months from the date of the delivery whichever is earlier.
	coordination with the banks team. In case of significant failures of specific component entire Biometric Finger Print Capture Device has to be replaced with new ones in proactive manner. The proactive action	 Vendor will have to upgrade the OS (in case of requirement) during warranty period at no cost to Bank. Patch updation, security patch updates etc to be done (as and when required) preferably quarterly / half yearly in coordination with the banks



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	has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Bidder is required to ensure that this kind of situation never arises.	 In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.
		In case of significant failures of specific component entire HW has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor is required to ensure that this kind of situation never arises
	Annexure 11–Technical Requirement Scope of Work	Annexure 11–Technical Requirement Scope of Work
3	5. In case of branches connected through V-SAT, in the event of lack of connectivity, server should be able to save the logs till connection to main server is restored. The local server should have a minimum capacity of saving 1 million logs, before connection to main server is restored.	5. This clause is removed Technical Specifications requirements: a) Scratch proof optical sensor b) Authentication Mode: Fingerprint c) The reader should have audio sound (voice in English/Hindi) to provide various tone sequences to signify access granted, access denied, etc. High-intensity light bar should provide a clear visual status indication in red, green. d) The biometric machine should comply with any of the quality/safety certification such as CE/FCC certifications. e) Separate IN-OUT identification for attendance f) Operating Temperature: 0°C - 45°C g) Language: Hindi/English

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4	10 Certification STQC	h) Large LCD display with min 2 rows or higher i) Multi finger enrollment feature (min 2 finger) j) Biometric Attendance system should have security features like SSL Advanced Security features
	In case of branches connected through V-SAT, in the event of lack of connectivity, server should be able to save the logs till connection to main server is restored. The local server should have a minimum capacity of saving 1 million logs, before connection to main server is restored.	There should not be provision of the intermediate local server and logs should not be stored on the biometric devices.
5	Storage of attendance information at the central server BANK Data Centre as well as in Bank Branches & Offices. In case of Link disconnection, the data should be saved on local system and the data should be ported to central server as the connectivity restores.	Storage of attendance information should be at the central server Bank Data Centre/DR site.

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	Annexure 15 Commercial Bid & Masked Commercial Bid The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes,	Annexure 15 Commercial Bid & Masked Commercial Bid The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost
6	duties, levies etc. except Service Tax, VAT/CST & Octroi/ entry tax (wherever applicable) will be paid extra. Octroi/ entry tax will be paid on actual on production of original receipt	The Prices to be in Indian Rupee (INR) only. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount, GST percentage and HSN/SAC No. in their commercial proposal. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
7	Technical Bid Evaluation The number of Implementations carried out (In the last 3 years starting from 01-04-2014 till RFP submission date) **	The number of Implementations carried out (In the last 3 years starting from 01-04-2014 till RFP submission date) by the bidder/OEM

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8	Annexure 02 - Eligibility Criteria The bidder should have experience in supply and maintenance of the offered product during last 2 years for banking or non-banking sector in India	The bidder /OEM should have experience in supply and maintenance of the offered product during last 2 years for banking or non-banking sector in India
	The bidder should have supplied, installed and commissioned similar type of Biometric Attendance System Solution and Biometric devices (Software & Equipments) to any of the Banks / Insurance Companies / Government Organisation / Financial Institutions in India in the last two (2) financial years.	The bidder /OEM should have supplied, installed and commissioned similar type of Biometric Attendance System Solution and Biometric devices (Software & Equipments) to any of the Banks / Insurance Companies / Government Organisation / Financial Institutions in India in the last two (2) financial years.
	The Bidder has registered a turnover of at least Rs.45 crores per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last three (3) financial year i.e. 2013-14, 2014-15 & 2015-16, (not inclusive of the turnover of associate companies) as per the audited accounts.	The Bidder has registered a turnover of at least Rs.45 crores per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last three (3) financial year i.e. 2014-15, 2015-16 & 2016-17, (not inclusive of the turnover of associate companies) as per the audited accounts.
	Technical Scoring Sheet: In case of branches connected through V-SAT, in the event of look of connectivity.	To be removed.
9	SAT, in the event of lack of connectivity, server should be able to save the logs till connection to main server is restored. The local server should have a minimum capacity of saving 1 million logs, before connection to main server is restored.	

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Addendum to the following Annexures:

- a) Annexure 2 Eligibility Criteria
- b) Annexure 11 Technical Requirement (Project Scope)
- c) Annexure 15 Commercial and Masked Commercial Bid Format

All other Terms & Conditions are same as per our RFP no. BCC:IT:PROC:109:105 dated 23rd Dec 2017 for Request for Proposal - Supply, Installation & Maintenance of Biometric Attendance System and Biometric Devices.

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