

RFP Notice No. HO/03/IT/2022-23/13



Request for Proposal
Micro ATM
For debit card green gin generation

Baroda U.P. Bank
Head Office: Buddh Vihar Commercial Scheme
Taramandal, Gorakhpur - 273016

TENDER NOTIFICATION

Baroda U.P. Bank
Head Office: BuddhVihar Commercial Scheme
Taramandal, Gorakhpur - 273016

Baroda U.P. Bank, Gorakhpur, hereby invites sealed Proposals from experienced Firms for Supply, Installation, Implementation, Configuration, Commissioning and Maintenance of Micro ATMs for Debit Card Green PIN generation, regeneration & Transaction. The Proposals should be submitted accordingly to two cover System consisting of Technical Bid and Commercial Bid. The Request for Proposal Document can be downloaded from the Bank's website <http://www.barodaupbank.in> from 14.07.2022. The last date of submission of Bids is scheduled till 05.08.2022 1700 Hrs.



IMPORTANT DATES

RFP REFERENCE NO	HO/03/IT/2022-23/13
ADDRESS FOR RECEIPT/SUBMISSION OF BIDS	General Manager, (IT) Baroda U.P. Bank, Head Office Buddh Vihar Commercial Scheme, Taramandal, Gorakhpur 273016 (U.P.)
CONTACT PERSON FOR RFP RELATED QUESRIES-	Vibhash K Tiwari Manager, Mob.- +91-9839483023
RFP ISSUANCE DATE	15-07-2022
VENDOR QUERIES/PRE BID MEET	30-07-2022 till 17:00Hrs.
LAST DATE OF SUBMISSION OF RFP RESPONSE	05-08-2022
ELEGIBILITY CUM TECHNICAL BID OPENING DATE	10-08-2022 at 11:00Hrs.
EARNEST MONEY DEPOSIT	Rs. 50,000.00 (Rs Fifty Thousand Only)
Application Fee	Rs. 2500.00
METHODOLOGY OF SELECTION OF VENDORS	By Quality and Cost Based Selection(QCBS)
NO. OF PAGES	47



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INTRODUCTION

Baroda U. P. Bank, a premier Regional Rural Bank having presence in 30 districts of Uttar Pradesh wishes to procure Micro ATMs for Debit Card Green PIN generation for use at various fixed outlets operated by Bank in the Service Areas/Sub-Service Areas (SSA) allotted to the bank.

Bank is looking for the deployment of the device with a minimum of following capabilities/features:

1. Connecting to the server through Bank CBS/FI Gateway.
2. Green PIN generation/authentication & Balance Enquiry
3. PIN &/or OTP based authentications & Transactions
4. Standardization Testing and Quality Certification STQC certified
5. Requisite certification for RuPay debit card transactions.
6. Signed RuPay chip PIF
7. LOA certificate
8. PCI -DCI form (Mandatory)
9. EMVco letter of Approval L1 (Mandatory)
10. EMVco letter of Approval L2(Mandatory)
11. Rupay dev PIF (Mandatory)
12. Rupay chipV PIF
13. PCI PTS certification (Mandatory)
14. The devices should comply with all specifications and standards for encryptions/decryptions as laid down by IBA/IDRBT/UIDAI/RBI/GOI/NPCI.

Bank will be deploying these devices anywhere in bank service area of Uttar Pradesh (at all kind of locations Rural, Semi Urban, Urban) and vendor needs to

provide for installation, commissioning, maintenance, repair, replacement etc support for the same.

Bank has planned to procure initially 500 devices and may extend/reduce the order for more/less number of devices depending on any future changes or requirement. Sealed bids under two bids concept (Technical Bid and Financial Bid) are invited for supply of the devices as described in this document. A Firm/Company/Organization submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder. Interested Bidders, who are dealing in Supply of such devices referred above, meeting the following Eligibility Criteria may respond.

ELIGIBILITY CRITERIA

- a. The Bidder should have yearly turnover of more than Rs.25 Crores in two years in last five financial years.
- b. The Bidder should have a permanent office/Service Centre in Uttar Pradesh.
- c. The Bidder should have a minimum 3 Years of Business Experience of manufacture/supply & maintenance of devices enabled with required functionalities in India preferably to scheduled commercial banks. Document evidencing such experience will have to be produced along with the technical bid.
- d. The bidder should be in operating profit for at least three of the last five financial years.
- e. Before giving Purchase orders of the machines to successful bidders, Bank will ask for successful testing/live-POC of the offered device integration with Bank's CBS/FIG server(s) and successful Green PIN generation/other operations at Bank's Head Office (or any other location within Banks service area). In case of failure in testing, Bank may cancel the bid(s) of successful bidder.
- f. Bank will conduct commercial bid opening only after successful compatibility testing for proposed devices.
- g. The bidder should have branch and service centers at prominent places in Uttar Pradesh. List of branch / service center with full details of Name, Address / Telephone No should be attached with the bid.
- h. The bidder should have exclusive support infrastructure for timely maintenance of deployed device/inbuilt part(s) in all Urban/Semi-urban and Rural centers in Uttar Pradesh. The bidder should have their own support offices or residential authorized engineers at least in 2 to 3 such centers at Bank service area, capable of providing services and support in time to all such centers.

- i. The Bank also reserves the right to inspect any previous installations & service centres while evaluating the Bid.
- j. ISO 9001 & ISO27001 Certification for manufacturing facility from where the equipment will originate will be given preference

Criteria Documents Required

As proof of compliance of the above criteria, following credentials/papers are to be submitted:

- Audited Balance Sheet and P & L Account for the last three years.
- The Bidder should be an Original Equipment Manufacturer (OEM) or an authorized dealer of OEM. In case of authorized representatives, bidder has to submit the authorization letter from the OEM as per Annexure C to bid on their behalf along with technical bid.
- Certificate of experience of doing business for last three years.
- Performance reports from at least two Clients should be submitted stating the number of devices deployed in their instance so as to certify the performance of the machines.
- The companies or firms bidding for the above tender should have not been blacklisted by any of Govt. Authority or Public Sector Undertakings. The bidder shall give an undertaking (on their letterhead) that they have not been blacklisted by any of the Govt. authority or PSU. In case, in the past the name of their company/firm was blacklisted by any of the Govt. Authority or PSU, the name of the company or organization must have been removed from the blacklist as on date of submission of the tender. Otherwise, the bid will not be considered.
- The Bidder should be able to provide qualified service engineers for attending the problems, if any, during the Warranty/AMC period. The availability of services of the engineers for the proposed locations should be a qualified Engineer and employee of the company/firm. The Bidders to furnish their existing service centre infrastructure details (In Uttar Pradesh) like contact details with postal address, contact nos. and names of engineers, jurisdiction of the engineer etc. (As per Annexure A2)

Before submission of the offer, the Bidders are requested to read the following instructions and the terms and conditions.

SCOPE OF WORK

The broad scope of work for the vendor under this RFP shall be-

- The bidder should supply, install/re-install, configure, testing commission and technical support for 500 Micro ATMs for Debit Card Green PIN generation/regeneration fitted with STQC certification/PCI DSS compliant PIN PAD as per the specifications given in this RFP, including warranty, required/guaranteed uptime, handholding etc.
- Bidder has to install/re-install application (provided by bank) on the device to perform basic banking services and PIN based RuPay card transactions. Bidder has to install/re-install certificated/security key on the device, if required, which will be provided by the bank
- Bidder has to provide adequate training and operational guidelines to designated bank personnel including the business correspondent of the banks whenever and wherever required by the bank/BCs at mutually agreed date, time and location.
- Accessories required, if any, during installation, testing, commissioning of the supplied equipment will be arranged by the bidder.
- The bidder will be required to provide warranty for two years and thereafter AMC for next three years, if bank desires. The bidder should maintain an uptime of 99.5% on monthly basis for the proposed device.
- Proposed device(s) should be compatible with bank's existing applications and infrastructure. Bank's applications are CBS/FIG and PIN-based RuPay transaction.
- The bidder should give undertakings to provide service within 48 hours at all locations where device(s) are deployed.
- The bidder should have exclusive support infrastructure for timely maintenance of the deployed device at all centres.
- Bidder should have their own support office or residential authorized engineers at multiple centres of Bank Service area to provide necessary service and support in time to all such centres.



- The bidder should be able to provide efficient and effective support in time at all centres so as to meet 24x7 hrs service support with maximum working day response time.
- The bidder shall bear all costs associated with the preparation and submissions of its bid and the bank will in no case be responsible or liable for these costs, regardless of the conduct for outcome of the bidding process.

GENERAL RULES & INSTRUCTIONS TO BIDDERS

1. BIDDING PROCEDURE

1.1 Contents of the bid

1.1.1 Contents of the Technical Bid:

- a. All pages of this RFP as downloaded from the website should be duly signed
- b. Masked price bid. This should be a photocopy of the actual Price Bid (Annexure D) with prices masked
- c. Bidder's Covering letter. This should be as per Annexure A with list of clients where the model quoted is supplied
- d. Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents (where applicable)
- e. Authorization letter for attending the bid opening as per Annexure B
- f. Earnest Money Deposit (EMD) must be submitted along with the technical offer in the form of Demand Draft or Bank Guarantee issued by a scheduled commercial bank favoring Baroda U. P. Bank (DD-payable at Gorakhpur (UP)). In the event of non-submission of EMD of Rs. 50000.00, the proposal will be rejected.
- g. Description of the methodology and work plan for performing the assignment as well as the work schedule
- h. The technical solution proposed.
- i. Profile of the Company / Firm as per Annexure A1 and A2.
- j. Documents in support of all eligibility criteria.
- k. Technical Compliance Statement and model quoted as per Annexure A3.
- l. Technical Offer as per Specifications given in Annexure E should be complete with all the columns filled in.
- m. Technical Documentation (Product Brochures, leaflets, manuals, drawings). An index of technical documentation submitted with the offer must be enclosed
- n. Media containing the detailed pictures of the machine its dimensions and functioning of the machine etc.
- o. A detailed list of the other site requirements for machine operational and functioning of the machine covering temperature, power requirement and other safety precautions.
- p. It is mandatory to furnish the make & model of the machine quoted.

1.1.2. Contents of the Financial Bid:

Sealed financial bid as per Annexure D which should contain all price information, including AMC details-

2. Submission of Bids

2.1. Technical Bid

The Technical Bid for the device(s) for Debit Card Green PIN generation/regeneration is to be sealed in a separate Envelope super scribed on the top of the cover as “RFP-HO/03/IT/2022-23/13 Dt. 15-07-2022 Technical Bid for Micro ATM for Debit Card Green PIN generation/regeneration,

The Technical Bid must contain EMD/ Bank Guarantee. The bids submitted without EMD will be rejected. Placing of EMD in any other cover i.e. financial bid will make bid invalid and Bank shall disqualify such bids.

1.2.2. The Technical Bid should be completed in all respects and must contain all information sought for the technical bid and should not contain any price information. The technical Bid should be completed to indicate that all products and services sought for are mentioned appropriately.

2.2. Financial Bid

The Financial Bid for the device for Debit Card Green PIN generation/regeneration is to be sealed in a separate envelope super scribed on the top of the cover as “RFP-HO/03/IT/2022-23/13 Dt. 15-07-2022 Financial Bid for Micro ATM for Debit Card Green PIN generation/regeneration, Financial Bid (also called price bid) shall be submitted as per Bill of Material and other terms and conditions of RFP on prices.

The Financial Bid should give all relevant price information as per Annexure D. The Financial Bid must not contradict the Technical Offer in any manner.

Under no circumstances the Financial Bid should be kept in Technical Bid Covers. The bids will be rejected in case the placement of Financial Bid in Technical Bid covers.

1.2.4. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leafleted should not be submitted in loose form. All the pages of the bid should be paginated with Name, Seal and Signature of the Authorized Signatory. Signing on all pages of RFP will be treated as a confirmation by bidder of having agreed to the given conditions.

1.2.5. The separately sealed envelopes containing Technical Bid and Financial Bid for Micro ATM for Debit Card Green PIN generation/regeneration, shall be placed and

sealed in another big outer envelope superscripted on the top of the envelope as “Offer for Supply of Micro ATMs for Debit Card Green PIN generation/regeneration referred above in response “RFP-HO/03/IT/2022-23/13 Dt. 15-07-2022. The Name of the Bidder and date of submission is to be specifically mentioned on the top of the envelope.

1.2.6. The bid/s should be dropped in the tender box placed at Baroda U. P. Bank, Head Office, Buddh Vihar Commercial Scheme Taramandal, Gorakhpur - 273016, Uttar Pradesh. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. No offer will be accepted by email or Fax.

1.2.7. Bidders / their authorized representatives are requested to be present during the opening of the bids. If any of the Bidders or all the bidders are not present during the specified date and time of opening, it will be deemed that such Bidder is not interested to participating in the opening of the Bid/s and the Bank will proceed further with opening of the technical bids in their absence.

1.2.8 All the Bids shall be submitted in English Language in Font size not below 11.

3. Opening of Bids

1.3.1 The Technical Bid shall be opened in the presence of the Bidder’s representative’s present on 10-08-2022 at 11:00 hrs. at Head Office, Baroda U. P. Bank, Buddh Vihar Commercial Scheme Taramandal, Gorakhpur - 273016, Uttar Pradesh.

Bidder’s authorized representative may be present in the venue well in time along with a copy of authorization (Original as per the format Annexure -B enclosed in Technical Bid) and sign in Tender / RFP Register during opening of Technical Bid.

1.3.2 The bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or holiday, then the bid will be opened at 11:00 hrs at the same venue on the next working day.

4. EVALUATION PROCESS

The Bank will allot scores for evaluating the technical bids as per the following criteria:



S. No	Criteria	Marks
1	Annual Turnover:	
	>100crores	10
	>50crores-<100crores	5
	>=25crores	2
2	Human Resource Strength	
	>1500	10
	<1500->500	5
	<500	2
3	No. of years of experience in supply/maintenance of Micro ATM	
	>8years	10
	<8years->5years	5
	>=3years	2
4	ISO Certificate	
	ISO 9001 & ISO 27001	10
	Only ISO 9001	5
	No ISO certification	0
5	Presence in Uttar Pradesh	
	>11districts	10
	4-7	5
	<4	2
6	No. of Micro ATMs deployed	
	>15000	10
	<15000->5000	5
	<5000	2
7	Micro ATM implementations for clients	
	>7	10
	<7->5	5
	>=2	2

8	Approach Methodology	30
	Weightage will be given based on solution design, integration approach, project implementation plan etc.	30
	Maximum Marks	100
	Minimum score for technical evaluation	50

Maximum 3 of the highest qualified scorers from the technical evaluation will be selected for the commercial evaluation on QCBS (Quality Cost Based Selection) basis. Following is the evaluation methodology:

Technical weightage- 70%

Commercial weightage-30%

Final Score, $S = (ST \times 70\%) + (SC \times 30\%)$

ST=Technical Score of Bidder

SC=Commercial Score, where

$SC = 100 \times (LC / C)$

LC=Lowest Commercial

C=Commercial Under considerations

5. OFFER VALIDITY PERIOD

3.1 The Offer submitted and the Price quoted therein shall be valid for 12 Months from the date of opening of RFP i.e. technical bid and for such further period as may be requested for by the bank, and agreed to in writing by the bidder.

6. PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank and shall not be returned to the bidder.

7. MODIFICATIONS AND WITHDRAWALS OF BID(S)

Offer cannot be modified or withdrawn by a Bidder after submission of Bid/s. In case any modification required on account of clarifications in Technical bids, such modifications can be done with the prior approval of the bank.



8. VENDOR'S QUERIES

All queries with regards to this bid, if any, must be sent to the Chief Manager (IT), Head Office - Baroda U. P. Bank, Buddh Vihar Commercial Scheme Taramandal, Gorakhpur - 273016, Uttar Pradesh on or before 1700 hrs of 30-07-2022 (e-mail IDs- digitalbanking@barodauprb.co.in & atmcell.bupgb@barodauprb.co.in).

9. SCRUTINY OF OFFERS

9.1 The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP.

9.2 The Technical Bid will be evaluated only for those bidders who will submit EMD in the same cover.

9.3 The Technical Bid submitted by the bidder will be evaluated based on the stipulated eligibility criteria and RFP Terms.

9.4 The bidders who comply with the eligibility criteria will be qualified for further evaluation and such pre-qualified bidders may require obtaining a test certificate from any National Test House for the model offered by them.

9.4.1. The cost of testing charges, transportation, insurance and any related expenses will have to be borne by the bidders and no reimbursement will be made to any of the bidders.

10. CLARIFICATION OF OFFERS

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank, failing which the bids will be liable for rejection

11. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER

11.1. The Bank is not bound to accept the lowest bid or any offer / bid or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers / Bids without assigning any reason thereof whatsoever.

11.2. The Bank will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.

11.3. The bidder including those, whose RFP is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by

them through or in connection with his submission of RFPs, even though the Bank may opt to modify/withdraw/Recall the RFP.

12. INCOMPLETE OFFERS WILL BE REJECTED

10.1. The incomplete offers will be rejected without any further reference. Such rejections may take place in case of non-adherence to the format or partial submission of technical information as per the format given in the offer or not furnishing the information sought for.

13. ERASURES OR ALTERATIONS

Offer shall be submitted on prescribed Format only, the documents downloaded from website have to be duly filled and submitted and no other format shall be used, except for format which shall be submitted on the letter head. Wherever required, particulars can be submitted in annexure, but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed in this document shall be liable for rejection. The applicant shall submit an under taking (as per Annexure I) stating that no changes, alterations are made in the offer documents made available by the Bank or downloaded from the website.

14. ALTERNATIVE OFFERS /BID(S)

A Bidder/s should specifically quote for one model as per specifications and no alternate models should be quoted. Any bidder with multiple quoting for multiple models will be rejected. The model quoted should be mentioned in Annexure A-3 and Annexure D.

15. EARNEST MONEY DEPOSIT

15.1 The bidder shall furnish Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) by way of Demand Draft drawn on any scheduled bank in favour of Baroda U. P. Bank, payable at Gorakhpur (UP) or BG (as per Annexure F) for the same value in favor of Baroda U. P. Bank.

15.2 No interest is payable on EMD.

15.3 The EMD should be placed in the Technical Bid only.

15.4 The EMD of the Bidders not qualified under Technical Bid and unsuccessful bidder in the final process will be returned after the bid.

13.5 The EMD of all the bidder shall be returned within 7 days after signing of agreement / depositing of the Security Deposit as per terms & conditions of the RFP by the successful bidder (whichever is later).

15.6 The EMD may be forfeited in the following instances:

15.6.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

15.6.2. If the successful bidder fails to sign the agreement and / or fails to furnish Performance Guarantee/ Security Deposit in accordance with the terms of this RFP within 10 days from the date of receipt of the Purchase Order from the Bank.

16. TERMS AND CONDITIONS

16.1 EFFECTIVE DATE

The contract shall come into effect from the date of receipt of purchase order by the successful bidder.

16.2 SCOPE CONTRACT

The scope of purchase contract shall include Supply, delivery of the device securely packed in good condition, providing training to the officials on operation of the device and maintenance of device for 3 years (excluding warranty) thereof under the jurisdiction of Baroda U. P. Bank.

This RFP consists of following requirements.

1. Supply of the device(s), confirming to the Technical Specifications as per Annexure E and maintenance for 3 years (Excluding warranty period) 500 Nos (Five Hundred Only)
2. It may be noted that the requirement given in this RFP is indicative only and Bank will have the option to purchase 20% more or less than the quantity specified in this RFP at the same price and the Terms & Conditions of the RFP. Making the Devices operational should be carried out by the bidder for free of cost.
3. Definitions: The definitions of the words used shall be as follows:
Bidder- Firm participating for subject RFP
Bank- Baroda U. P. Bank
Device- Micro ATM for Debit Card Green PIN generation/regeneration
Contract- Agreement / Order between Bank and Successful bidder
Vendor- Successful bidder on whom the Purchase Order is placed by Bank

16.3 TIME PERIOD

3.1 The supply has to be completed within a period of 5 weeks and complete installation/functioning of the Device within 7 weeks from the date of receipt of the Purchase order by the bidder.

3.2. Time is the essence of the Contract. Time Period for delivery and making the Devices operational shall be firm and binding on the bidder / vendor.

3.3. The delay in making the machine operational will attract Liquidated Damages as per clause 16.7 of the 'Terms & conditions' of RFP.

3.4 The warranty period will start from the date of Devices made operational as certified by the Bank in writing.



16.4 PRICE

4.1. The Price/s quoted for supply of the devices/AMC must be made in Indian Rupees only and shall include the following:

- a. All duties and importing cost.
- b. All the Tax except GST.
- c. Cost of any other miscellaneous items supplied by the Bidder for functioning of the machine if any.
- d. Packing, Transportation and Forwarding charges to the site.
- e. Making the machine operational without any additional cost.
- f. Local levies in the country of origin and shipment
- g. Minimum of Two-Year Comprehensive On-site Warranty from the date of the machine operational at site.
- h. Future Up-gradations of the machines as per Bank/RBI requirement & specifications for total 2 (two) years.

4.2 If the bidder fails to include any other expenditure/item in the RFP, no claim thereof will be considered by the bank afterwards.

4.3 The AMC prices shall be firm and binding without any escalation whatsoever for entire period of 3 years of contract after warranty period of two years. No escalation in price is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract i.e. supply, testing, and operationalize the device, warranty period and AMC period.

16.5. AGREEMENT The Successful bidders shall sign an agreement on bank's prescribed format as per Annexure G with the Bank within 10 days from the date of receipt of Purchase Order.

16.6. DELIVERY

6.1. The delivery has to be made at the location details that will be intimated by the bank subsequently.

6.2. The order will be deemed as incomplete if any component of the devices not delivered or are delivered but not operational or not acceptable to the Bank after acceptance testing / examination. In such an event, the supply and making the Device operational will be termed as incomplete and the devices will not be accepted and the warranty period will not commence. The devices will be accepted only after making devices operational.

6.3. If the Bidder fails to deliver and / or make the devices operational within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. Partial supply of the ordered quantity shall also be considered as breach of contract. In such case, the Bank may invoke the proportionate amount of Security Deposit / Bank Guarantee.

6.4. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of machine to the place of delivery and the Bidder is required to make the arrangements for delivery of Devices to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required. Import / Export license, if any required shall be arranged by the bidder only on his own, at his own cost &

expenses. Failure to obtain required license from the competent authority will not be considered as Force majeure.

6.5. Making the device operational will be deemed as complete only when the same is certified by the concern branch/RO in accordance with the Terms & Conditions of this RFP.

6.6. Post Delivery Test: The Bank reserves the rights to test i.e. both technical and stress test at least one out of 10 machines after delivery at site. The selection of the machines for testing shall be at random basis at Banks discretion. The cost of such testing and related expenses shall be borne by the Bank. Any failure of the machines to meet the rules, terms and conditions of RFP as a result of post-delivery tests either fully or partially, will Empower Bank to reject all the machines supplied to Bank against the purchase order of this RFP.

In such events the bidder shall replace it by new machines on the same rules, terms and conditions of the RFP without any additional cost. Any delay due to such failure will attract Liquidated Damages as stipulated in this RFP and no extensions will be permitted.

16.7. LIQUIDATED DAMAGES FOR DELAY

16.7.1. If the bidder fails to deliver and operationalize the Devices within the specified time, the Bank shall have the option to accept or reject the Devices delivered by the bidder after the expiry of the time period specified in the RFP. In case of acceptance of the delayed operational of the machine, the bidder shall be liable to pay the Bank the following amount as Liquidated damages at the rates specified below, for each completed week of delay or part thereof, on the cost price of the Devices as per item 1 of BOQ. Liquidated Damages per week of delay or part thereof 0.5% of the cost of the Devices (i.e. item 1 of Bill of Quantities) per week subject to a maximum of 10% of the cost per machine (i e item 1 of BOQ)

16.7.2. The bidder agrees and considers that the liquidated damages set out herein above are fair and reasonable and that he will raise no objection or dispute with regard to the bank's right to recover the liquidated damages.

16.7.3. The liquidated damages shall be deducted / recovered by the bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by encashment of bank guarantees or otherwise from bidder.

16.8 .TERMS OF PAYMENT

The following terms of payment shall be applicable to this contract.

16.8.1. Bank will not pay any advance.

16.8.2. 40% of the invoice value will be made on delivery of the Devices

16.8.3. 50% of the Invoice value against completion of all work against submission of the following:

a. Purchaser's Inspection and Test certificates.

b. Devices receipt and testing Certificate signed by the Authorized Officials as per Banks approved format.



16.8.4. 10% of Invoice value on completion of 12 months of satisfactory functioning and submission of certificate from concern branch/RO as per bank's approved format OR alternately release of payment of 100 % of the invoice value against operationalizing and submission of above documents and a Bank Guarantee (as per Annexure-H) from a Scheduled Bank other than Baroda U. P. Bank, for 10% invoice value for a period of 12 Months from the date of machine operational at site. In case of payment against BG, Bank shall reserve the right to invoke the BG if machine fails to function satisfactorily during these 12 months.

17. SECURITY DEPOSIT

17.1. The successful bidder should submit a Security Deposit for 10 % value of the contract within ten days from the date of receipt of the Banks' purchase order. If the Security Deposit is not submitted within the stipulated time, Bank reserves rights to cancel the order and forfeit the EMD.

17.2. The successful bidder should submit Security Deposit by way of DD drawn on any scheduled Bank or Performance Bank Guarantee issued by a Scheduled Bank in India other than Baroda U. P. Bank. No interest shall be payable by the Bank on the above security deposit. The format of performance BG shall be as per Annexure H.

17.3. Security deposit, if submitted, in the form of Performance Bank Guarantee, the guarantee period should be valid for 27 months from the date of placing the order or till expiry of warranty period, whichever is later.

17.4. The security deposit / bank guarantee will be returned to the bidder / vendor within 15 days after completion of warranty period/AMC period subject to satisfactory performance of the Devices as per the RFP rules, terms & conditions and deducting the recoveries, if any.

17.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due.

17.6. The Bank shall invoke the Bank guarantee before the expiry of validity, for breach of contract and/or if the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the Bank.

18. ORDER CANCELLATION

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non-performance of the contract:

18.1. Fails to accept the purchase order within the specified time (3 days from date of Purchase Order).

18.2. Fails to sign the agreement within the specified time.

18.3. Fails to deposit the Security deposit /performance guarantee within the specified time.

18.4. Delay in delivery beyond the specified period.

18.5. Partial Delivery.

18.6. Serious discrepancies noted in the items delivered.

18.7. Breaches in the terms and conditions of the Order.

In addition to the cancellation of purchase order, the Bank shall invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate the damages to the extent of number of Devices not delivered, defective Devices, and Devices without its accessories.

SOFTWARE, DRIVERS AND MANUALS:

10.1. The bidder shall supply along with each Device ordered, all the related documents and necessary media of the software loaded in the machine without any additional cost. The media and documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.

10.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

19. WARRANTY

19.1. The entire Devices including its accessories etc. shall be under Comprehensive Onsite Warranty covering all parts, maintenance or support for its proper operation, performance and output as specified in the RFP for a Period of 24 months from the Date of satisfactory operation of the Devices and Certified by the concern branch/RO in writing.

19.2. The supplied Devices should be free from defective material and workmanship and any shortfall/defect that may appear/be detected within 24 months from the date of site acceptance, which in the opinion of the Bank has arisen from bad design, material and/or workmanship, should upon intimation to the bidder, be made good at the bidder's own risk within 3 days.

19.3. During the said warranty period of 24 months, the bidder shall, without any extra cost, carry out all routine and special maintenance of the Devices and attend to any difficulties/effects/replacements that may arise in the operation of the system.

19.4. The Bidder should further guarantee that the Devices shall be brand new based on proven and established technology and shall be suitable for Indian conditions.

19.5. The defective or replaced parts shall be returned to the Bidder upon request and at his cost and responsibility. The Bank will, however, render such assistance in the matter as will expedite the same.

19.6. If the Bidder on account of the defects and/or repairs replaces certain items by changing the design or materials, such change should not reduce the performance of the equipment as per the technical specification.

The issue of Device operational, certificate/inspection certificate/approval by the Bank shall in no way relieve the Bidder from the provisions of this clause.

19.7. If the bidder does not rectify either by repair or replacement, such defects and put back the Devices into satisfactory operation within 3 working days from the date of notice by the Bank or does not complete the said rectification with reasonable diligence, a penalty of Rs.500/- per day per machine subject to a maximum of cost of machine will be levied and deducted from the security deposit or such other/any other sums payable to the bidder. If the Devices cannot be repaired within the stipulated time, the bidder shall arrange for a standby machine. The bidder will

provide all necessary Telephone number/Mail ID/website with for Complaint lodging/ lodging repairing/service calls by the Bank.

19.8. Bank reserve rights to forfeit the Security Deposit of the vendor in case of any breach / deviations on part of vendor on any service related issues or warranty issues or any breach in the contract during warranty period.

19.9. The performance of the vendor will be reviewed on yearly basis to ascertain vendor's capability during the period.

19.10. If found unsatisfactory, the contract may be terminated by giving 3 months' notice period at any point of time. However, during the notice period, the vendor is expected to deliver the same level of services as prescribed in the RFP and same payment terms will be applicable.

20. ANNUAL MAINTENANCE CONTRACT

20.1. The Bank, at its discretion may enter into Annual Maintenance Contract with the successful bidder.

20.2. The support for maintenance of DEVICE supplied should be available for a minimum period of 3 years after expiry of warranty period.

20.3. The Bidder shall quote his rates per year per Device for all inclusive (comprehensive) maintenance service inclusive of Taxes, Charges Fee /Service tax/GST after the expiry of Warranty period, for minimum period of 3 (Three) years.

20.4. The rate of AMC must be quoted both in words and figures in the Financial Bid separately (which shall cover replacement of defective parts) for 3 years after the expiry of warranty.

20.5. The AMC Charges should cover the regular maintenance of the Devices, cost of the replaced parts, consumables and also the manpower cost except electrical power and connectivity charges, if any. It may be noted by the bidder that Bank will not provide any kind of assistance in the form of men/material and the Bidder will have to make his own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. These rates shall remain firm and valid for a period of Three years from the date of expiry of the warranty period. Repairs to the Devices and trouble shooting of software in the event of any breakdown, the scope of the contract shall include all costs, transport, handling, insurance charges and including all taxes, duties, levies for the following:

20.5.1. Maintenance like periodical servicing, trouble shooting, settings, adjustments, cleaning, at periodical intervals to ensure (i) smooth and trouble free working of the system and (ii) the performance of the Devices at the contracted capacity.

20.5.2. Troubleshooting, settings, adjustments including cost of repair/supply of spares/ components/ sub-systems.

20.6. AMC Payment will be made once in a quarter on receipts of Bills, after satisfactory completion of service during the period.

20.7. Any breakdown of the Devices/ shortfall in its performance will be intimated to the vendor by the Bank and the vendor shall attend to the fault and rectify the same within 3 working days of reporting the fault. If the machine is not put back into satisfactory operation within 2 working days, a penalty at the rate of Rs 500/- per working day per machine subject to a maximum to the extent of cost of the Device

will be imposed and the same will be deducted from the AMC charges payable or from the security deposit/performance guarantee.

20.8. The Bank shall have the option to terminate the service contract any time during the contract period by giving a written notice of 3 months, without assigning any reason thereof. However, the contractor shall commit to the service contract for a minimum period of 3 years (AMC period), unless the service contract is terminated by the Bank and vendor will have no right to terminate the contract within this period.

20.9. Bank reserve rights to forfeit the Security Deposit of the vendor in case of any breach / deviations from the vendor side on any service related issues or any breach in the contact during AMC period.

21. LOCAL SUPPORT

The bidder should be capable of meeting the service & support standards as specified in this RFP. Service support should be available at all SA/SSA points during Bank working days/ hours.

22. PATENT

The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Device.

23. PUBLICITY

Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

24. GUARANTEES FOR SOFTWARE

The bidder should guarantee that the Devices delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. All hardware and features must be supplied with their original and complete printed documentation.

25. SPARE PARTS

The bidder will make the spare parts for the Device available for a minimum period of 3 years after warranty period. If any of the peripherals / components is not available during the warranty / AMC period, the substitution shall be carried out with peripherals / components of equivalent or higher capacity.

26. NEGLIGENCE

In connection with provisions of General Terms, if the bidder neglects to execute the order with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank

may after giving notice in writing to the bidder, calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the losses at the risk and cost of the Contractor.

27. RESPONSIBILITY FOR COMPLETENESS

Any supplies and services which might not have been specifically mentioned in this RFP but are necessary for the design, engineering, manufacture, supply and operationalizing, completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the machine under Indian condition. The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by them/him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the bank.

28. FORCE MAJEURE

The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Under no circumstances the bidder will be entitled to any compensation, damages or extra cost. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

29. RESOLUTION OF DISPUTES

All disputes and differences of any kind whatsoever, arising out of or in connection with this offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond

or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. In case the Proposal is not received as required above on or before the said date and time, Bank shall presume that bidder is not interested proceeding with the dispute. The venue of arbitration shall be at Gorakhpur, Uttar Pradesh.

30. JURISDICTION

The Purchase Contract / Annual Maintenance Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Courts in Gorakhpur, India.

31. AUDIT BY 3rd PARTY

The Bank, at its discretion, may appoint third party for auditing the activities of on-site Services and operations of entire services provided to the Bank.



ANNEXURE - 'A'
Covering letter format
(In Bidder's Letter Head)

Offer Reference No:

Date:

To
The General Manager,
Baroda U. P. Bank
Head Office, Baroda U. P. Bank
Buddh Vihar Commercial Scheme
Taramandal,
Gorakhpur - 273016
Uttar Pradesh

Dear Sir,

RFP Ref: HO/03/IT/2022-23/13 dt 15-07-2022

Having examined the RFP document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, and carry out operationalizing for Device, in conformity with the said RFP in accordance with the schedule of prices indicated in the Financial offer and made part of this offer. If our offer is accepted, we undertake to complete delivery operationalizing and handing over the Hand Held devices to the Bank within five weeks for all locations as specified in the offer document. We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. Fifty Thousand in favour of Baroda U. P. Bank as EMD.

We agree to abide by this offer till 12 months from the date of opening of the RFP and for such further period as may be requested for by the bank, and agreed to in writing by us. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfill all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you

or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the purchase contract for supply of the Device.

We enclose a list of clients in India (giving their full addresses) where the model quoted by us now have been supplied by us and the name and addresses of our Bankers.

We also confirm that we have not been disqualified by any PSU bank for supply of the Device, further, we confirm that we have not been blacklisted by the Govt. authority

or PSU in India or any financial institution as on date and we were never involved in any legal case that may affect the solvency/existence of our firm or in any other way that may affect capability to provide/continue services to the bank.

Our PAN number for Income Tax is _____, we are registered with the Sales Tax/Service Tax authorities and our registration numbers are as follows.

Sales Tax/VAT/GST Registration Number is _____.

GST Registration Number is _____.

We accept all the Instructions and Terms and Conditions of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2022

Signature
(Signature of the Authorized Signatory with date & seal)

ENCLOSED: 1) EMD: DD No'sdated.....

BG No.....dated.....



ANNEXURE - A1
Particulars of Bidders / Manufacturer
A Company/Bidder Profile

Sl No	Particulars
1.	Name of the Bidders/Firm Company
2.	Constitution
3.	Date of Establishment/Incorporation
4.	Address:- Registered Office Corporate Office Telephone No FAX No E-mail Address Website
5.	Sales Turnover
6.	Domestic Customer Base (Number of Devices installed in India)



7.	Service Net Work (Number of Service Centres / service engineer in) (Please mention district wise)
8.	Human Resource Strength

B. Manufacturer's Profile

1. Name of the Manufacturing Company
2. Constitution of the Manufacturing Company
3. Date of Establishment/Incorporation of the Manufacturing Company
4. Address of the Manufacturing Company
Registered Office
Corporate Office
5. Telephone No
FAX No
E-mail Address
Website
6. Nature of Relationship of your company with the Manufacturing Company.
-Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others
(Please Specify)
7. Experience of the Manufacturing Company in Device Machines

Signature of the Authorized Signatory with date & seal



ANNEXURE - A2

Details of Offices/ Branches /Service Centres in Uttar Pradesh

Sl No	Place Postal Address Contact	Details (Including Name of In charge and his contact no .email etc.)	Service Facilities Available (Describe)	No of Engineers	Jurisdiction

Signature of the Authorized Signatory with date & seal

ANNEXURE - A3
Technical compliance Statement
(In bidder's Letter Head)

Declaration

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document.

We certify that the systems / services offered by us for RFP conform to the specifications stipulated in the RFP form.

We have quoted for the Model.....

Signature of the Authorized Signatory with date & seal



ANNEXURE-B
Authorization letter format (In letter head)

To
The General Manager,
Baroda U. P. Bank
Head Office
Buddh Vihar Commercial Scheme
Taramandal,
Gorakhpur - 273016
Uttar Pradesh
Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP NO: - _____ dated _____.

This has reference to your above RFP for supply of _____.
Mr./Miss/Mrs. _____ is hereby authorized to
attend the bid opening of the above RFP _____ dated _____ on
_____, on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Seal and Signature of Authorizing Authority / Attesting Authority

Name of Authorizing Authority/Attesting Authority



ANNEXURE-C
Manufacturer's Authorization Form

No. _____ dated. _____

To
The General Manager,
Baroda U. P. Bank
Head Office, Baroda U. P. Bank
Buddh Vihar Commercial Scheme
Taramandal,
Gorakhpur - 273016
Uttar Pradesh

Dear Sir,

RFP Reference No. _____

We _____ who are established and reputed manufacturers of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for RFP offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment and services offered against this invitation for RFP offer by the above firm and will extend technical support for a period of 5 years from the date of submission of this RFP.

Yours faithfully

For and on behalf of
M/s _____
(Name)
(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.



ANNEXURE- D
Bill of Material and Price Schedule

Supply of the Device

Model Quoted: _____

SL	Item Description	Qty	Unit Rate
1	Device (with 24 months of warranty and service during the warranty all as per this RFP)	500	
Annual Maintenance Contract			
3	AMC for the 1st year (after warranty period of 24months)	500	
4	AMC for the 2nd year	500	
5	AMC for the 3rd year	500	
	TCO1		
6	GST		

- The Price should be inclusive of all [taxes](#) and duties [excluding](#) GST.
- GST should be separately shown at the current rates

Authorized Signature
on behalf of the Bidder with full Name

Notes:

1. This bill of material including these Notes, duly filled up and signed, shall be submitted as Financial Bid in a separate sealed envelope as detailed in Instructions to Bidders. A photocopy of the Financial Bid with the prices masked shall be attached in Technical Bid as “masked price bid”. Technical Bid without “masked price bid” will be liable for rejection.
2. Bidder must take care in filling price information in the Financial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
3. All the above prices should be inclusive of all imports cost , duties, excise duty, Applicable Taxes, except octroi & entry tax which will be paid by Bank on actual.

The AMC charges shall be inclusive of all taxes and/or charges & fees except GST. We confirm that we have quoted for 3 years post warranty AMC rates (as per terms and conditions of the RFP), giving the rates/price in our Financial Offer.

Date:

Place:

Signature (name)
On behalf of

(Name of the bidder)



बड़ौदा यू.पी.बैंक
Baroda U.P. Bank

Annexure - E
TECHNICAL SPECIFICATIONS



Technical Specifications of Device		
Particulars	Specifications	Whether Complied: YES/No
Connectivity	The device must provide for two channels (of service provider's choice) of network connectivity.	
Security	2048-bit PKI, 256-bit AES, Base64, SHA-256 for full compliance with Aadhaar Authentication API specifications (9).	
Non-volatile storage	Must be capable of storing audit trails of at least 1000 transactions.	
Printer	Must be able to print out transaction status and balance enquiry of at least the last 10 transactions. Receipts and other printed items must be legible for at least two months from the date of printing.	
Battery	Rechargeable battery, with minimum 4 hours battery life.	
Power Adaptor	AC/DC Adaptor with surge protection.	
Environment	Operating temp: 0°C to 50°C.	
Storage not including battery:	0°C to 55°C.	
Mag-stripe reader and PIN pad	As per specifications below	
Speaker	A facility should be provided for voice confirmation of the transaction.	
Location	The terminal should have the capability to communicate its location(Industry	



	standard 16 channel NMEA Compliant GPS support or Cell Tower Location or any other dynamic method for approximate Lat-Long location)	
EMV Compliance	Compliance certification	
NFC reader	Contactless smart card readers compliant to ISO 14443 A and B cards (for all four types of NFC tags) and ISO/IEC 18092.	
Other Specification	As per the industry standard	

Annexure - F
BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

Bank Guarantee No..... dated.....
Amount of Guarantee Rs.....
Guarantee cover from Dated: To Dated:
Last Date for Lodgment of claim:

To:
The General Manager,
Baroda U. P. Bank
Head Office, Baroda U. P. Bank
Buddh Vihar Commercial Scheme
Taramandal,
Gorakhpur - 273016
Uttar Pradesh

WHEREAS _____ (Name of bidder) (hereinafter called "the bidder ") having their registered office at _____ has submitted its RFP dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the RFP") in favour of Baroda U. P. Bank hereinafter called the " Employer ";

KNOW ALL MEN by these presents that we, _____ Bank, a Scheduled Commercial Bank having its Head Office at _____ amongst others a branch at _____ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the bidder withdraws its RFP during the period of RFP validity specified in the RFP; or
- (b) If the bidder having been notified of the acceptance of his RFP by the Employer during the period of RFP validity;
 - (i) Fails or refuses to execute the Agreement, if required; or
 - (ii) Fails or refuses to furnish the performance security or security Deposit, in accordance with clause 9 of Terms and Conditions of this RFP.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided

that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein,

1) Our liability under this Bank guarantee shall not exceed

Rs _____ (Rupees _____ only)

The bank Guarantee is valid up to _____ and

2) 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 _____ (mention period of the Guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 20____

SIGNATURE WITH SEAL OF THE BANK



ANNEXURE - G
AGREEMENT FORMAT
FORM OF AGREEMENT

This agreement made on the _____ day of the month of _____ in the year 2022 BETWEEN, Baroda U. P. Bank a RRB constituted under Regional Rural Bank's Act, 1976, having its Head Office at Buddh Vihar Commercial Scheme Taramandal, Gorakhpur - 273016, Uttar Pradesh, represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONEPART; and

*Sri _____ S/D/o _____
resident of _____ the sole proprietor of
M/s _____ having office at the following address

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorized partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorized Managing Director, Shri _____ and (hereinafter called the vendor which term shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous to purchase 500 Nos Device, for their Bank branches across service area of Uttar Pradesh as detailed in this RFP Dated----- and opened on _____ furnished by the Vendor for the supply, operationalizing and performance of such supply has been accepted by the Employer on the terms and conditions as set out therein and inter alia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not in consistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting RFP
 - b) General Rules and Instructions for the guidance of Bidders
 - c) Terms and conditions of the RFP
 - d) All Annexures of the RFP
 - e) The details submitted in technical bid, design, technical brochures, drawings and such other details etc.
 - f) Price/Commercial bid
 - g) The Purchase order, Letters from & to the Vendor, if any, leading to and prior to issue of purchase order.

3. In consideration of the payments to be made by the Bank to the Vendor, the Vendor hereby covenants and agrees with the Bank to supply the items, perform the supply in conformity in all respects and subject to all terms and conditions/rules as mentioned in this RFP as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties here to have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Vendor, _____

_____ to
the Bank _____ in the presence of:

Signature of Vendor (with seal)

Signature of Authorized representative of the Bank/Accepting Authority

Witness (Signature, Name & Address):

- 1)
- 2)



ANNEXURE - H
SECURITY DEPOSIT FORMAT
BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

Bank Guarantee No..... dated.....
Amount of Guarantee Rs.....
Guarantee cover from Dated:
To Dated:
Last Date for Lodgment of claim:

To:
The General Manager,
Head Office, Baroda U. P. Bank
Buddh Vihar Commercial Scheme
Taramandal,
Gorakhpur - 273016
Uttar Pradesh

In consideration of Baroda U. P. Bank, an RRB, established under the Regional Rural Banks, Act,1976 (hereinafter called "Beneficiary") having agreed to exempt, (name of the vendor), having its Registered Office situated at (herein after called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees..... only) under the terms and conditions of an agreement dated..... (here in after called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees..... only), at the request of the obligator, we _____, a scheduled commercial Bank having its Head Office at _____ amongst others a branch at _____ (herein after referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.

3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Notwithstanding anything contained herein:

(i) Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees..... only)

(ii) This Bank Guarantee is valid up to and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE:

SIGNATURE WITH SEAL

ANNEXURE - I
Undertaking letter in your letter head with technical bid

To,
The General Manager,
Head Office, Baroda U. P. Bank
Buddh Vihar Commercial Scheme
Taramandal,
Gorakhpur - 273016
Uttar Pradesh

SUBJECT: HO/03/IT/2022-23/13 dated: 15-07-2022

Dear Sir,

This has reference to your above RFP published in your banks website. We hereby state that we M/s _____ have submitted the above offered documents duly filling at the appropriate places without making any alterations, corrections, omissions in the offer issued by the bank or downloaded from the web site.

Signature & Name of the Bidder