Request for proposal for Supply, Implementation and Maintenance of Server Security Solution for a period of 5 Years

Bank of Baroda

RFP/Tender ref. No.: BCC:IT:PROC:114:08

07th March, 2022

[A] Important Dates:

	Schedule of RFP	
A.1	Tender No.	BCC:IT:PROC: 114:08
A.2	Date & Time of Viewing Tender	03:00 PM on 07th March, 2022
A.3	Last Date of receiving request for clarifications before the Pre-bid Meeting	04:00 PM on 16th March, 2022
A.4	Date of Pre - Bid Meeting	11:30 AM on 17th March, 2022
A.5	Pre–Bid Meeting details	o Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) o Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com cc to anupam.bharti@bankofbaroda.com along with pre-bid clarification. o Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.
A.6	Last Date & Time of Submission of Bids	03:00 PM on 04th April, 2022
A.7	Date & Time of opening of Part-I Eligibility cum Technical Bid	03:30 PM on 04th April, 2022
A.8	Date & Time of opening of Part-II Commercial Bid	To be communicated later
A.9	Application Money	25,000
A.10	Earnest Money Deposit	1,00,00,000
A.11	Website Address for online submission of bids (Technical as well as commercial bids)	Mode: Online URL: https://www.tenderwizard.com/BOB
A.12	Website Address for opening of bids	Mode: Online

			URL: https://www.tenderwizard.com/BOB
A.13	Contact Details of e-procurement portal helpdesk/Support Team		ITI Limited, Tenderwizard Helpdesk Team Email:eprocurebob@etenderwizard.com Phone: +91-11-49424365 For more details, check under Contact us at home page of e-procurement portal https://www.tenderwizard.com/BOB
A.14	RFP Coordinator Name, Contact details (Bank)		Anupam Bharti, Manager (IT), +91-22-66981554, rfp.it.procurement@bankofbaroda.com, anupam.bharti@bankofbaroda.com

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. OEMs means "Original Equipment Manufacturers"
6. Support means Support & Services to be provided as part of the Scope of Work
7. MSP means Managed Service Provider of the Bank for Data Center
8. ATP means Acceptance Test Procedure
9. AMC means Annual Maintenance Contract
10. SLA means Service level Agreement
11. SBA means Saving Bank Account
12. DEM means Data Exchange Model

Please note:

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.

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 vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors 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.

Contents

1. Introduction

- Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8,100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.

- Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for Supply, Implementation and Maintenance of Server Security Solution for a period of 5 Years.

2. Project overview and scope of work

- This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a bidder for Supply, Implementation and Maintenance of Server Security Solution for a period of 5 Years.

- The detail scope of work is mentioned in the Annexure - 12. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

3. Contract period

The bank shall enter in to an agreement with the selected bidder for a period of 05 Years from date of delivery of the licenses which may be extended with mutual consent. In case of warranty/AMC of any product/services the agreement deemed extended the last delivered hardware/services or support to be provided whichever is later from the date of placing purchase order. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder. The Bank will have the right to renegotiate these prices at the end of the contract period.

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure - 02) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in Annexure - 12, may submit their bid through Bank's e-tendering service provider website https://www.tenderwizard.com/BOB on or before the time line stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Annexure - 01.

5. Application Money

A non-refundable Application Money of as mentioned in "[A] Important Dates – Application Money" must be deposited through RTGS (Real Time Gross Settlement) / NEFT. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid submission. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

This non-refundable fee is to be submitted through the electronic mode to the below mention account.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS**

6. Bid Security (Earnest Money Deposit)

Bidders are required to give an earnest money deposit of an amount as mentioned in "[A] Important Dates" at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee (Annexure 06 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS.**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.

b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or

  ‣ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

  ‣ To comply with any other condition precedent to signing the contract specified in the RFP documents.

Unsuccessful Bidder's - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

Exemption for application money and EMD amount

Exemption from submission of EMD and application money shall be given to bidders, who are Micro & Small Enterprises (MSEs) / Startups. The bidders who are MSEs have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized 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 along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSEs/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

7. 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 of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage & relevant documents as per eligibility criteria (Annexure - 02).

8. Performance Guarantee

The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure - 16 to the extent of 3% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

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 Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

9. Payment Terms

The payment will be released as follows:

a) Software Licenses

- 70% of the license cost on delivery of Software Licenses and 100% of applicable taxes at actuals. The required documents to be provided are original invoice along with Original Delivery Challans dully stamped and signed by the Bank Official & vendor representative.

- 20% of the license cost after implementation sign off from Bank. 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 for 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.

b) Implementation Cost (OTC)

- 20% after SOW sign off from Bank. SOW in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.

- 40% after implementation sign off from Bank. implementation sign off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.

- 40% after -03- Months of implementation sign off from Bank. Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.

c) Annual Technical Support (ATS)

- Payable quarterly in advance against receipt of satisfactory service report from the Bank's Project / Operation Manager for the previous quarter.

d) Onsite Support Charges

- Payable quarterly at the end of each quarter against receipt of time sheet and satisfactory support report of previous quarter from the Bank's Project / Operation Manager. The payment will be released from IT Department, BCC as per the payment terms on submission of related 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 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due

to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

10. Sub - Contracting

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

11. Service Level Agreement and Non-Disclosure Agreement

The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure - 17), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

12. 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 project 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 project. Also, the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. 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. 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.

13. Termination

Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false

information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

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 notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

14. **Audit**

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, 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. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

15. **Grievance Redressal and Dispute Resolution**:

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief Technology Officer at cto@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

<div align="center">

Chief Technology Officer
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

</div>

Dispute Resolution:

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.

If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal

negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

The seat and place of arbitration shall be Mumbai only. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

16. **Governing Laws**:

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

17. **Prevention of Corrupt and Fraudulent Practices:**

As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure - 18 of this RFP.

Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a 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.

18. 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 resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

19. The bid submission by related parties:

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

a) Bids submitted by holding company and its subsidiary company;
b) Bids submitted by two or more companies having common director/s
c) Bids submitted by partnership firms / LLPs having common partners
d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

20. Right to Reject Bids:

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

➢ It is not in conformity with the instructions mentioned in the RFP document.
➢ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
➢ It is not properly or duly signed.
➢ It is received through Telex / telegram / fax
➢ It is received after expiry of the due date and time.
➢ It is incomplete including non- furnishing the required documents.
➢ It is evasive or contains incorrect information.
➢ There is canvassing of any kind.
➢ Submitted by related parties
➢ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ➢ Reject any or all responses received in response to the RFP
- ➢ Extend the time for submission of all proposals
- ➢ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ➢ Visit the place of work of the bidder
- ➢ Conduct an audit of the services provided by the bidder.
- ➢ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ➢ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

21. General Terms and conditions

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

Information Provided: The RFP document contains statements derived from information that is believed to be true and 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 provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

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

Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge 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.

Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document

Only one submission of response to RFP by each Respondent will be permitted.

The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, 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.

All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. 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.

The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision-making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"

Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to

reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document.

All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.

The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.

The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. 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 the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

the bidder covenants and represents to the Bank the following:

It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.

It has the corporate power and authority to enter into Agreements and perform its obligations there under.

The execution, delivery and performance under an Agreement by 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;

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;

The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders

The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

The Bank reserves the right to extend the dates for submission of responses to this document.

Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any

Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

22. **Information 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 to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

23. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 - Guidelines for submission details and E-tendering

Eligibility cum Technical Bid to contain the following (All the Documents should be digitally singed by authorized representative of bidder)

Secti on #	Section Heading	Proforma Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder (regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India)	Annexure 03
3.	Application Money	Bidder to Provide Transaction Details Annexure 04
4.	Bid Security (Earnest Money Deposit)	Bidder to provide Transaction Details or Bank Guarantee as per Annexure 05 For Micro & Small Enterprises (MSEs) / Startups "Bid Security Declaration - As Per Annexure 5A
5.	Bid Security Form	Annexure 06
6.	Letter of Undertaking from Bidder	Annexure 07
7.	Conformity Letter	Annexure 09
8.	Letter of Undertaking from OEM	Annexure 10
9.	Undertaking of Information Security (Bidder & OEM)	Annexure 11
10.	Executive Technical Summary	Bidder to provide
11.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 12
12.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder need to provide (Signed /Digitally Signed documents from authorized representative of bidder)
13.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 14
14.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide

Secti on #	Section Heading	Proforma Given
15.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder need to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
16.	Service Level and Non - Disclosure Agreement Format	Annexure 17
17.	Integrity Pact	Annexure 18

Commercial Bid should be strictly as per Commercial bid format (Annexure - 15). Any commercial bid submitted not in conformity with Annexure – 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.

Guideline for E-TENDERING

1. General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: **www.tenderwizard.com/BOB**
RFP responses received after the deadline for lodgement of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

Helpdesk Contact No.: +91-11-49424365
email: eprocurebob@etenderwizard.com
Primary Contact Number
- Mr. Krunal Mahajan   :   +91-8800907637
Alternate Contact Numbers
- Mr. Sandeep Gautam   :   +91-8800496478
- Mr. Kamal Mishra   :   +91-8800115821
Contact No. for other activities
- Registration Help Desk :   +91-11-49424365
(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to eprocurebob@etenderwizard.com)

- e-procurement queries :   +91-11-49424365

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to eprocurebob@etenderwizard.com)

Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

2. Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

3. Preparation& Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

4. Do's and Don'ts for Bidder

- Registration process for new Bidders should be completed within first week of release of tender.
- The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- Bidders have to prepare for submission of their bid documents online well in advance as

  - The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.

  - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.

- Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.

- Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.

- Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

5. Guidelines to Bidders for Electronic Tendering System

- Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Bidder Help Manuals available under "Help Manuals/ Latest Circulars/ Formats" on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

- Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per *Indian*

Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

- Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement : Windows 7 & above
- Browser Requirement (anyone from following)

    Microsoft Internet Explorer (IE) version 11 and above

    Mozilla Firefox - Latest version

    Google Chrome - Latest version

- Browser settings
1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.
- Supported File Types
1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
2. Files with .EXE, .PSD extensions are not allowed
3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free
- Minimum System Configuration
1. CPU speed of 2.0 GHz
2. USB Ports
3. 2 GB of System Memory (RAM)
4. Anti-virus software should be enabled and updated regularly
- Requirement of utility software
1. Java Run Time Engine (JRE – 1.8.0) or higher.
2. Microsoft Office 2003 with MS Word and MS Excel
3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

6. Steps to participate in the e-Tenders
- Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule

(Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on www.tenderwizard.com/BOB.

- Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via Demand Draft/NEFT/RTGS mode & submit the details in the e-procurement portal.

- Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

✓ Close for Bidding: After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

✓ Online Final Confirmation: After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion.

✓ Short listing of Bidders for Commercial Bidding Process : The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

✓ Opening of the Commercial Bids: The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank's e-procurement portal after the completion of opening process.

✓ Tender Schedule (Key Dates) : The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

7. Important Points:

The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital

Certificate well in advance.

a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number*.*

Annexure 02 –Evaluation Terms

1. Evaluation process

A two-stage process is adopted for selection of the Bidder:

‣ Stage 1 – Eligibility Cum Technical Bid
‣ Stage 2 – Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender 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.

(Bank will first evaluate the eligibility cum technical bids of the bidders complying with preference to 'Make in India' initiative of Govt. of India.

In case two or more than two bidders complying with preference to 'Make in India' initiative are found eligible under eligibility cum technical criteria evaluation, as per Make in India guidelines mentioned in the RFP, then commercial bids of only those bidders will be opened.

In case sufficient bidders complying with preference to 'Make in India' initiative are not found eligible as per eligibility cum technical criteria mentioned in the RFP, then commercial bids of all eligible bidders will be opened)

A. Eligibility cum Technical Bid

Eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	**General**		
1	The bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or limited company.		Documentary Proof to be attached (Certificate of Incorporation)
2	The bidder must be in the business of Supply, Implementation and Maintenance of Server Security Solution in India at least for a period of last 3 years (As on RFP date)		Documentary Proof (Proof of Successful implementation/ref. letters from Clients)
3	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector		Letter of confirmation from bidder

S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	Undertakings (PSUs / PSBs) (As on RFP date)		
4	The bidder to provide information that any of its 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 has not participated in the bid process.		Letter of confirmation from bidder
5	The bidder company/firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.		Letter of confirmation from bidder
6	The bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder
7	The bidder and OSD 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 and OSD is from such a country and have 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 I to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure and Copy of certificate of valid registration with the Competent Authority(If applicable) (signed /Digitally singed documents from authorized representative of bidder & OSD
3	Bidder should have received ISO 9001		Copies of relevant Certificates
B	**Financial**		

S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting Required
B1	**Below clause applicable for the Original Software Developer (OSD) whose products are quoted) or if the OSD is bidding directly**		
1	The OSD must have registered average annual turnover of Rs. 100 Crores or above (from Indian Operations only) during the last three completed financial years – 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies) OR *Below clause is applicable for OSDs who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or a Start-up needs to be submitted by the bidder)* The OSD must have registered average annual turnover of Rs. 50 Crores or above (from Indian Operations only) during the last three completed financial years - 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* AND Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification
2	The OSD must be net profit (after tax) making entity (from Indian operations only) continuously for the last three completed financial years – 2018-19, 2019-20 and 2020-21* OR The net worth of the OSD should be positive as on RFP date AND also should not have eroded by more than 30% (thirty percent) in the last three years. (As on RFP Date)		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* AND 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 financial statement for 2017-18,2018-19, 2019-20 will be considered) along with an undertaking letter from the bidder that the 2020-21 Statements are not audited)			

S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting Required
B2	**Below clause applicable for the bidder if submitting bid as a partner of the OSD (Also the OSD whose products are quoted by the partner to meet the criteria mentioned in B1)**		
1	The bidder must have registered average annual turnover of Rs. 50 Crores or above (from Indian Operations only) during the last three completed financial years – 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies). OR *Below clause is applicable for bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or a Start-up needs to be submitted by the bidder)* The bidder must have registered average annual turnover of Rs. 25 Crores or above (from Indian Operations only) during the last three completed financial years - 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* AND Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification
2	The bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years that is financial years - 2018-19, 2019-20 and 2020-21* OR The net worth of the bidder should be positive as on RFP date AND also should not have eroded by more than 30% (thirty percent) in the last three years. (As on RFP Date)		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* AND Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification

S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	(If 2020-21 Financial Statements of any bidder is unaudited, then financial statement for 2017-18,2018-19, 2019-20 will be considered) along with an undertaking letter from the bidder that the 2020-21 Statements are not audited)		
C	**Technical**		
1	If OSD is bidding directly they cannot submit another bid with any bidder.		Letter of confirmation from OSD in case if OSD is bidding directly
2	The bidder must be an authorized partner of the OSD having the highest or equivalent level of partnership under security solution with the OSD at least for the last 3 years (as on RFP date). In case OSD does not have above mentioned categorization, then OSD needs to submit an undertaking stating that the bidder is an authorized partner of the OSD having authorized partnership for the last 3 years (as on RFP date).		Letter of authorization from the OSD
3	The OSD should be a Class-I or Class-II Local Supplier as defined in the Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2020 by DPIT(PPD)/MoC/GOI AND The OSD needs to comply with Make in India (MII) condition towards "Local Supplier" for Cyber Security Products as defined in the Annexure I & II of the notification vide ref. no. File no.1(10)/2017-CLES by MeIT/ GOI dated 06-12-2019 *(Bank will first evaluate the eligibility cum technical bids of the bidders complying with preference to 'Make in India' initiative of Govt. of India.* *In case two or more than two bidders complying with preference to 'Make in India' initiative are found eligible*		Documentary Proof to be attached as per Annexure II of notification vide ref. no. File no.1(10)/2017-CLES by MeIT/ GOI dated 06-12-2019 (Format for Self-Declaration regarding "local Supplier" for Cyber Security Products). As per GOI MII Guidelines dated 16.09.2020 bidder need to provide Auditor certificate along with self-declaration

S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	under eligibility cum technical criteria evaluation, as per Make in India guidelines mentioned in the RFP, then commercial bids of only those bidders will be opened.		
	In case sufficient bidders complying with preference to 'Make in India' initiative are not found eligible as per eligibility cum technical criteria mentioned in the RFP, then commercial bids of all eligible bidders will be opened)		
C	**Experience and Support Infrastructure**		
1	The bidder should have supplied and implemented server security solution for minimum 500 servers along with operational support & maintenance in at least one commercial bank/ Financial Institutions / Govt. Organizations in India in last 3 years (as on RFP date)		Documentary Proof for implementation of order / contract execution copy / Customer Credentials / Performance Certificate.
2	The proposed OSD's server security solution should be successfully implemented in minimum two organization across 1,000 servers for each organization in Commercial Banks / Financial Institutions / Govt. Organizations in India in last 3 years (as on RFP date)		Documentary Proof for implementation of order / contract execution copy / Customer Credentials / Performance Certificate.
D	**Others**		
1	Bidder should have direct onsite support offices in Mumbai & Hyderabad. In case direct support office of the bidder is not present in Mumbai & Hyderabad then an undertaking to be provided by the bidder stating that direct onsite support would be provided by the bidder at Mumbai & Hyderabad whenever desired by the Bank		Letter of confirmation from the Bidder

S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	without any additional cost (Address details to be provided).		
2	Bidder must ensure that the proposed security solution to be supplied will not be End of Life/ Sale in next 3 years and End of Support in next 5 years		Letter of undertaking from the bidder

The technical bids of only those bidders who qualify the above-mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability as per Annexure – 12.

B. Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 80 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores
Number of implementations carried out (in the last 3 years starting from RFP date) **	For each Implementation 3 marks	15
Technical Proposal on Proposed Solution by the Bidder	Technical presentation will be evaluated on the following parameters: • Dashboard User Interface & Automatic Updates (7 Marks) • Level of Real Time Web Threat Detection, Prevention & Removal (7 Marks) • 24/7 Monitoring & Recording (7 Marks) • Automation Capabilities (7 Marks) • Future Scalability & Additional Features (7 Marks)	35
Product Demo	Demonstration of in-depth understanding of the Bank's project technical and functional requirements.	50
TOTAL MARKS		**100**

*** Implemented for Banking / PSU/ Gov. Organization/Financial Institute Clients in India. Copies of Work order / client reference to be provided. Documentary proof for go live of implementation to be provided.*

The vendor should present and demonstrate the proposed solution which will be evaluated on functional requirement given in the RFP. Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

Proof of Concept (POC)

1. Vendor may need to demonstrate POC of their Solution giving 2 days advance communication. In the POC the vendor needs to demonstrate the proposed solution as per Bank's requirement complying requirement mentioned in Annexure – B at our office as informed by the Bank. Bank has discretion to disqualify the vendor if he doesn't appear for POC on given date and time by the Bank.

    a) The POC would be done to check whether the proposed model meets the technical requirement as mentioned in Annexure - B.

    b) Vendor have to demonstrate complete events based on the test cases provided by the Bank.

2. Any vendor who is not complying with the above POC will be technically disqualified and will not qualify for commercial bid evaluation.

3. The vendor will have to bear all expenses incurred for POC.

4. POC will be conducted on flowing parameters. Bidders are expected to showcase the following use-cases for qualifying the technical criteria.

S. No	Server Security - Features	Use Cases	Result
1	Anti malware	Centralized policy based enabling of feature for target servers	
		Supported scan methods - Real time/Scheduled/Manual	
		Customized remediation actions - Pass/Clean/Delete/Deny/Quarantine	
		Enhanced anti-malware scanning using Behaviour monitoring & Highly accurate machine learning - Policy based	
		Ransom ware protection with backup/restore option	
		File/Folder exclusions for improved scanning	
2	HIPS	Centralized policy based enabling / event monitoring of feature for target servers	
		Inline / Tap deployment flexibility - Policy based	
		Rules available out of box - Vulnerability/Exploit/Smart	
		Automated / Manual scanning of protected servers for exploitable vulnerabilities.	
		Automatically assignment / un-assignment relevant rules to virtually patch the vulnerability on the server.	
3	Application control	Centralized policy based enabling / event monitoring of feature for target servers	
		Monitoring new and changed software	
		Submit known bad hash values	
		Allow or block mode for software changes	
3	Integrity Monitoring	Centralized policy based enabling / event monitoring of feature for target servers	

S. No	Server Security - Features	Use Cases	Result
		Building baseline inventory for detection & monitoring changes on critical servers.	
		Built-in rules to monitor critical areas like file, folder, process, port, service, registry.	
		Automatically recommend rules to be assigned / unassigned for monitoring of servers - Policy based	
		Detecting suspicious changes /malicious activity on server	
		Forwarding events to SIEM server	
4	Log Correlation	Centralized policy based enabling / event monitoring of feature for target servers	
		Automatically recommend rules to be assigned / unassigned for log correlation/inspection for servers.	
		Forwarding events to SIEM server	

In case there is only one vendor having technical score of 80 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 80, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

C. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. The commercial bids submitted by Bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly, the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is as follows:

- The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.
- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

Any component / service for which the payment is a One Time Cost the NPV cost of

the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services will be considered in the year of purchase only and not in subsequent years

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The proposal of L1 (Lowest Vendor) shall be recommended for award of contract.

2. Commercial Bids Terms

a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost

c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation

d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.

e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.

f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the

Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".

h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

3. Price Comparisons

a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.

b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till

the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:

▸ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.

▸ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

Annexure – 03 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*

To

_____

Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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.]"

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 fulfill 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 or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this…………………………………..by ……………………….20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

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

Annexure 04 – Bid Fees (Application Money) Letter

To,

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: RFP FOR……………………………………………………………………….

We …………………………………………… having our registered office at …………………………………… (herein after 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. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro & Small Enterprises (MSEs) / Startups Certificate (if Application Money not applicable) to be enclosed.

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

Dated this…………………………………..by ……………………….20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 05 – Bid Security Letter

To,

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: RFP FOR………………………………………………………………………..

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

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro & Small Enterprises (MSEs) / Startups Certificate (if EMD not applicable) to be enclosed.

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

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We …………………………………………. having our registered office at ……………………………………. (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No. (Company account details**):**

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this……………………………….by ……………………….20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 05A – Bid Security Letter

To,

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: RFP FOR………………………………………………………………………………..

1. I/We, the undersigned, declare that M/s………..is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro & Small Enterprises (MSEs) / Startups which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro & Small Enterprises (MSEs).

<div align="center">OR</div>

2A. As per the tender / RFP no: ……..floated for …….. at para no: ………. a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro & Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

   a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

   b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorised person of ………………to make the declaration for and on behalf of ………… Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of : (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

Pro forma for Bank Guarantee in lieu of EMD

To,   Date DD-MM-YYYY

Bank of Baroda

………………..

Dear Sir,

WHEREAS..(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at .... India (hereinafter referred to as "the VENDOR") proposes to offer its response to   RFP No.. #: (RFP details) …………………………... (hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us, ... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP   response   to   you, WE,..having.. ... Office at..., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ..., through our local office at .... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....................................., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs........................(Rupees ....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or

otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....................(Rupees.. only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of .... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.................(Rupees...................................only) as aforesaid or extend the period of the guarantee beyond the said day of .... unless expressly agreed to by us in writing.

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

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.

14. Notwithstanding anything contained herein above;
   i) our liability under this Guarantee shall not exceed Rs...(Rupees.......................................only) ;
   ii) this Bank Guarantee shall be valid up to and including the date .... 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 the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

NOTE:

1.   VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG

2.   STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

3.   BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:

BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051

IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")

4.   VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

Annexure 07 – Undertaking from the Bidder

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP FOR………………………………………………………………………….

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

   (b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
      i. Name and Address of the Agent - ………………………(please specify NA if not applicable)
      ii. Amount and Currency in which Commission paid / payable - …………..(please specify NA if not applicable)
      iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - ……………………………….(please specify NA if not applicable)

6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this…………………………………..by ………………………..20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 08–Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)
[Please provide your comments in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion that you want to propose as shown below.]

Name of the Bidder:
Contact Person Name:
Tel No:
e-mail ID:

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion
1				
2				
3				
4				
5				
6				
7				
8				
9				

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #
Date:

Annexure 09–Conformity Letter

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

To
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,
Sub: RFP FOR………………………………………………………………………...

Further to our proposal dated ………., in response to the Request for Proposal……………………………………(Bank's tender 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 tender 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.

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 10 - Letter of Undertaking from OEM

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

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP FOR ………………………………………………………………………………..

We ……………………… (Name of the OSD / OEM) who are established and reputable manufacturers / developers of ……………………… having factories at ………, ……… and …………… do hereby authorize M/s ……………………… (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of ………………………………………………… which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s……………… during the 5 year contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s ……………………… not being able to fulfill its obligation as M/s ……………………… Bidder in respect of the terms defined in the RFP, ………………………………… (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 11–Undertaking of Information Security

(*This letter should be on the letterhead of the Bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement*

To
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,
Sub: RFP FOR …………………………………………………………………..

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this…………………………………..by ……………………….20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 12 – Project Details Scope of Work

1. Project Scope

Bank will award the contract to the successful bidder and the bidder should Supply, Implementation and Maintenance of Server Security Solution for a period of 5 Years as per the scope briefed in this RFP.

The Bidder shall perform the following tasks as per Bank requirement and satisfaction as per this RFP, but not limited to:

a) Supply, Implementation and Maintenance of Server Security Solution

b) Acceptance Testing

c) Certification from OEM

d) Training/Handholding

e) Handover to Bank/Managed Service Provider (MSP) with full functionality and technical knowledge transfer to Bank & MSP

f) Completion Schedule, Warranty, AMC and Service Support of Supply, Implementation and Maintenance of Server Security Solution for a period of 5 Years through MSP as part of Warranty and Annual Maintenance Contract

Description of the envisaged scope is enumerated as part of this Annexure however the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

2. Requirement Background

Traditional perimeter-based security models severely lacked the capability to extend unit level protection to data center workloads to keep up with the dynamic threat landscape. To get sufficient visibility into east-west traffic, malware makes its way into the data center, there is little control to block and isolate the attack inside the data center. Additionally, manual security configuration and vulnerability patching remains biggest areas of exposure for corporations as hackers are quick to exploit any holes they can find. And the dynamic nature of today's data centers makes keeping up with basic security even more difficult as workloads are spun up and down and security policies have to be moved or reconfigured with the workloads. As more and more workloads transition from physical infrastructure to the private cloud, the software-defined data center is demanding opportunity for security and automation.

The objective is to implement a robust enterprise-wide server security solution providing a broad range of threat defense techniques to address the evolving threat landscape and compliance guidelines that helps bank to identify, detect and secure the server infrastructure from current and future cyber-attacks and subsequently enhance the operational efficiency & security posture of the bank.

3. Brief Scope of Work

The solution should be deployed in banks DC/DR setup and should strictly not be cloud based. The solution shall provide a centralized architecture with a single agent to deliver the licensed security modules. Additionally, the agent installation and configuration changes shall not require reboot of the protected servers for operational efficiency. The solution should support the most widely used server OS platforms which includes Microsoft Windows and non-Windows platform like Linux (Red Hat, Suse, Rocky, Alma, Ubuntu, Cent OS, Oracle, Debian), Solaris, AIX, HP-Unix, Atalla Key Block, ESXi, Guardian, OVF etc. The solution shall have provision to provide protection against the vulnerabilities exploited by the threat actors. The solution should be managed from a centralized management console and provide capability to monitor, report and configuration related task of the solution for the protected target servers.

The SOW includes (but not limited to) the overview of tasks to establish protection that is best suited for banks environment, sane is mentioned here:

- Operating system (OS) and databases licenses for the solution deployment will be provided by the bank whereas availability of necessary licensed security modules of the proposed server security solution to be provided by bidder.
- Sizing of solution to be done on the basis of server count and feature requirements as stated by the bank, an UAT is suggested to test and validate the solution functionality.
- The solution should be designed in such a way that it covers the current and future scalability as stated in the solution requirement.
- All the patches/versions/upgrades/ should be applied as and when released by the OEM.
- Compatibility of server OS platforms to be verified as per the OEM's official documentation portal.
- Software packages to be offered should be legally valid, licensed and latest version along with the complete set of manuals along with the media.
- OEM will share their generalized APIs with the Bank so that existing as well as future solutions can be integrated without any additional cost to the bank.
- Solution to be deployed and configured as per the best recommendation practices provided by the OEM.
- Solution deployment to be done required feature functionality, performance on a few selective server's during the install phase before rolling out into production. The full testing will be based on the mutually agreed criteria.
- Any performance issue observed during deployment/implementation or new feature requests shall be treated as a regular incident and will be subject to OEM's support review and assistance.

4. Implementation scope of bidder

This section of document describes the overall work that has to be done in regards to the deployment and implementation of server security solution in the bank's environment.

- The selected bidder shall be required to understand the proposed solution and based on requirements specified in the RFP and it's understanding, shall propose

and submit the approach document explaining in detail the solution architecture (physical and logical), its integration with the other solutions of the Bank, management & monitoring of the solution, and project plan with timelines.

- The Bidder has to develop the project plan, get it approved by the Bank and then implement the project based on timelines agreed.
- The solution's architecture deployment & configurations done at the Bank should be vetted by OEM before sign-Off from Bank. In solution design the security best practices should be taken care of by design team.
- The bidder shall commence the implementation of the solution only after the acceptance of the proposal by the Bank.
- The Bidder shall be responsible for preparation and updating (periodically or as and when there are considerable changes) of all the documents pertaining to the solution including (but not limited to) the following:
  - ✓ Logical and physical architecture of the solution
  - ✓ Low & High-Level Design
  - ✓ Standard Operating Procedure (SOP) for various activities pertaining to the management and configuration of the Solution
  - ✓ User and Administrator Guide/manual
  - ✓ Installation & Configuration Documents
  - ✓ Administrative guide / manuals of all proposed solution
- All the above documents (soft copy or hard copy) should be provided by the bidder, vetted by the bank, suggestions incorporated by bidder and then provided to the Bank.
- The Bidder shall ensure that during various phases of implementation of the solution and during the contract period, the performance, security, etc. of the existing setup/network shall not be compromised.
- Bidder would be responsible for all technical support to maintain the required uptime. Initial installation, configuration and integration should be done by the Bidder. The Bidder would be the single point of contact. The Bidder should have necessary agreement with the OEM for all the required onsite support for entire project period. Bidder should have back-to-back support with OEM during the total contract period for necessary support.
- The bidder will maintain enough provisions of additional manpower for managing the absence of any resources due to whatsoever reasons. (Like company policy, work-hour limitations, leave, sickness, recess, interval, training, etc.).
- The bidder should arrange OEM audit post deployment and submit report after the completion of deployment by the bidder and co-ordinate with OEM to assist in fixing any gaps in the deployment found out during the audit.

5. Implementation steps

Following are the procedural steps to be followed for the planning the implementation and maximize the overall solution efficacy:

- Based on the approved solution design & architecture ensure that the necessary prerequisites like network access, rights & permissions and environmental data (like server inventory, point of contact etc.) are ready with required approvals (if any).

- Plan and install the solution components and perform the necessary configuration as per the recommended best practices.
- Validate the security modules are licensed as per the requirement and verify compatible platforms and supported features as per the OEM's official documentation portal.
- Check and confirm for existence of any non-compatible software's like AV, uninstall them if required.
- Finalize the deployment methodology of the agents like manual, script based etc. Confirm and validate the agent connectivity and its activation status with management console.
- Perform the mutually agreed use cases, monitor the console dashboard / events to verify the enabled security modules working status.
- Fine tune the configuration if required based on the results achieved in above step
- UAT sign-off from the bank for selective servers.
- Plan the production roll out in banks environment which includes activities like inventory list, compatibility, downtime if required etc.
- Perform any additional integration task (ex. with SIEM) if required by the bank.
- Generate / Schedule reports as per the bank's requirement.

6. Functional and Technical scoring sheet

Functional & technical scoring will be evaluated on following criteria as part of technical evaluation

- Requirement available as part of solution (RA) – 2 Marks
- Requirement will be provided as customization (RC) – 1.5 Marks
- Requirement is feasible and to be developed (RD) – 1 Mark

Total Marking will proportionate to 50 marks and accordingly bidders "Product Demo" marks will be calculated

S. No.	General Requirement	Marking as per RA/ RC/ RD	Bidders Remarks
1	The proposed server security solution should consolidate multiple security controls including anti-malware, stateful Inspection firewall, Deep Packet Inspection with HIPS, Integrity Monitoring, Application Control, and Log inspection features to ensure optimal security and compliance for critical servers.		
2	The proposed server security solution must support multiple platforms of server operating systems i.e. Windows / Non Windows (i.e. Linux RedHat, Suse, Rocky, Alma, Ubuntu, CentOS, Oracle, Debian, Amazon Cloud , Solaris, AIX etc)		
3	All feature modules i.e. Anti-malware, HIPS, Firewall, Application control, FIM, Log correlation, C&C prevention must be delivered in single unified		

	agent managed through a web based centralized management console.		
4	The solution should offer protection for physical as well as virtual instances.		
5	The proposed solution must support Anti-malware, HIPS, Integrity Monitoring, Host Firewall for the below mentioned server operating system: ✓ Microsoft Windows Server 2008 & 2008 R2, 2012 & 2012 R2, 2016, 2019, 2022 ✓ RHEL 6,7,8 ✓ CentOS 6,7,8 ✓ Alma Linux 8 ✓ Rocky Linux 8 ✓ Ubuntu 16,18,20 ✓ Debian 8,9,10 ✓ Oracle Linux 6,7,8 ✓ SUSE Linux 12,15 ✓ Solaris 10,11.0, 11.1,11.2,11.3,11.4 ✓ AIX 6.1, 7.1, 7.2 ✓ HP-Unix all versions		
6	The proposed solution installation of agent should not require a restart of the server. Also, any changes in policy and configuration should not require server restart/reboot.		
7	The proposed solution should support new Linux kernels as & when they are released.		
8	Bank reserve the right to conduct the onsite POC of proposed solution as a part of technical evaluation in UAT/Live environment. Bank Team may ask to demonstrate all or specific capabilities as per compliance sheet. Bidder/OEM have to arrange POC & License of proposed solution. If Bidder/OEM fails to demonstrate such features, Bank may technically disqualify such Bidder/OEM .		
Host Based Firewall			
9	The solution should support stateful inspection firewalling functionality.		
10	The solution should have ability to run internal port scan on individual servers to know the open ports and will help administrator create rules.		
11	The solution should have Security Profiles allows Firewall rules to be configured for groups of systems, or individual systems.		
12	The solution should provide policy inheritance exception capabilities.		
13	The solution should provision inclusion of packet data on event trigger for forensic purposes.		
14	The firewall shall be bidirectional for controlling both inbound and outbound traffic.		

15	The firewall shall have the capability to define different rules to different network interfaces.		
16	The firewall rules should filter traffic based on source and destination IP address, port, MAC address, direction etc.		
17	Firewall should detect reconnaissance activities such as port scans without any firewall rules.		
18	Firewall rules should be able to support different actions for rules like Allow, Bypass, Deny, Force allow, Log Only.		
19	The firewall should be able to detect protocol violations of standard protocols.		
Host Based IPS			
20	The proposed solution should support Deep Packet Inspection (HIPS/IDS).		
21	Deep packet Inspection should protect operating systems, commercial off-the-shelf applications, and custom web applications against attacks such as SQL injections and cross-site scripting.		
22	Deep Packet Inspection should support virtual patching of both known and unknown vulnerabilities until the next scheduled maintenance window.		
23	Deep Packet Inspection should have Exploit rules which are used to protect against specific attack variants providing customers with the benefit of not only blocking the attack but letting security personnel know exactly which variant the attacker used (useful for measuring time to exploit of new vulnerabilities).		
24	Deep Packet Inspection should have pre-built rules to provide broad protection and low-level insight, for servers. For operating systems and applications, the rules limit variations of traffic, limiting the ability of attackers to exploit possible attack vectors. Generic rules are also used to protect web applications (commercial and custom) from attack by shielding web application vulnerabilities such as SQL Injection and Cross-Site Scripting.		
25	Deep packet inspection should have signatures to control based on application traffic. These rules provide increased visibility into & control over the applications that are accessing the network. These rules will be used to identify malicious software accessing the network.		
26	Virtual Patching should be achieved by using a high-performance HIPS engine to intelligently examine the content of network traffic entering and leaving hosts.		
27	Solution should provide ability to automate rule recommendations against existing vulnerabilities,		

	exploits, suspicious network traffic and dynamically tuning IDS/IPS sensor (eg. Selecting rules, configuring policies, updating policies, etc)		
28	Solution should support creation of customized DPI rules if required.		
29	Solution should have capability to provide recommendation for removing assigned rules if a vulnerability or software no longer exists - E.g. If a patch is deployed or software is uninstalled corresponding signatures are no longer required.		
30	The proposed solution should allow imposing HTTP Header length restrictions.		
31	The proposed solution shall have the capability to inspect and block attacks that happen over SSL.		
32	The proposed solution should allow or block resources that are allowed to be transmitted over http or https connections.		
33	Detailed events data to provide valuable information, including the source of the attack, the time and what the potential intruder was attempting to exploit, shall be logged.		
34	Solution should be capable of blocking and detecting of IPv6 attacks.		
35	Solution should offer protection for virtual, physical, cloud and Docker container environments.		
36	Solution should work in Tap/detect only mode and prevent mode.		
37	Solution should support automatic and manual tagging of events.		
38	Solution should provision inclusion of packet data on event trigger for forensic purposes.		
39	The solution should support CVE cross referencing when applicable.		
40	The proposed solution shall protect against fragmented attacks		
41	The proposed solution should allow to block based on thresholds		
42	The solution should have Security Profiles which allows DPI rules to be configured for groups of systems, or individual systems. For example, all Windows/ Non Windows (i.e. Linux RedHat, Suse, Rocky, Alma, Ubuntu, CentOS, Oracle, Debian, Amazon Cloud , Solaris, AIX etc) servers use the same base security profile allowing further fine tuning if required. Rules should be auto-Provisioned based on Server Posture. De-provisioning of rules should also be automatic if the vulnerability no longer exists.		
	Integrity Monitoring		

43	Integrity Monitoring module should be capable of monitoring critical operating system and application elements like files, directories, and registry keys and values, installed software, processes, listening ports, and running services to detect suspicious behaviour such as modifications or changes in ownership or permissions.		
44	The solution should be able to monitor system Services, installed programs and running Processes for any changes.		
45	The solution should support creation of baseline to identify the original secure state of the monitored server to be compared against changes.		
46	The solution should have extensive file property checking whereby files and directories are monitored for changes to contents or attributes (ownership, permissions, size, etc).		
47	The solution should be able to track addition, modification, or deletion of Windows registry keys and values, access control lists, or web site files are further examples of what can be monitored.		
48	The solution should support any pre-defined lists of critical system files for various operating systems and/or applications (web servers, DNS, etc.) and support custom rules as well.		
49	The solution should have automated recommendation of integrity rules to be applied as per Server OS and can be scheduled for assignment/un-assignment when not required.		
50	The solution should have by default Rules acting at Indicators of Attacks detecting suspicious/malicious activities.		
51	In the event of unauthorized file change, the proposed solution shall report reason, who made the change, how they made it and precisely when they did so.		
52	The solution should have Security Profiles which allows Integrity Monitoring rules to be configured for groups of systems, or individual systems. For example, all Windows/ Non Windows (i.e. Linux RedHat, Suse, Rocky, Alma, Ubuntu, CentOS, Oracle, Debian, Amazon Cloud , Solaris, AIX etc) servers use the same base security profile allowing further fine tuning if required. Rules should be auto-Provisioned based on Server Posture.		
53	The solution should have an intuitive rule creation and modification interface includes the ability to include or exclude files using wildcards filenames,		

	control over inspection of sub-directories, and other features.		
54	The solution should support the following: • Multiple groups of hosts with identical parameters • Regex or similar rules to define what to monitor • Any pre-defined lists of critical system files for various operating systems and/or applications (web servers, DNS, etc) • Ability to apply a host template based on a regex of the hostname • Ability to exclude some monitoring parameters if they are not required • Ability to generate E Mail and SNMP alerts in case of any changes • Creation/Import of custom rules.		
55	The solution must support real time as well as schedule integrity monitoring based on operating system.		
Anti-malware			
56	Anti-malware should support Real Time, Manual and Schedule scan.		
57	The solution should have flexibility to configure different real time and schedule scan times for different servers.		
58	The solution should support excluding certain file, directories, file extensions from scanning (real-time/schedule).		
59	The solution should use a combination of cloud-based threat intelligence combined with traditional endpoint security technologies.		
60	The solution should support True File Type Detection, File extension checking.		
61	The solution should support heuristic technology blocking files containing real-time compressed executable code.		
62	The proposed solution should be able to detect and prevent the advanced threats which come through executable files, PDF files, Flash files, RTF files and and/or other objects using Machine learning		
63	The proposed solution should be able to perform behaviour analysis for advanced threat prevention		
64	The solution should have its own threat intelligence portal for further investigation, understanding and remediation an attack.		
65	The solution deployment should cause limited interruption to the current network environment.		
66	The solution should have Highly Accurate machine learning analysis, document exploit prevention to address known/Unknown threats. Additionally,		

	allows ability to specify custom actions for behaviour Monitoring and Machine Learning.		
67	The solution should have ransomware Protection in Behaviour Monitoring.		
68	The solution should have feature to try & backup ransomware encrypted files and restoring the same as well.		
Log Analysis and Co-relation			
69	The solution should have a Log Inspection module which provides the ability to collect and analyze operating system, databases and applications logs for security events.		
70	The solution should provide predefined out of the box rules for log collection from standard applications like OS, Database, Web Servers etc. and allow creation of custom log inspection rules as well.		
71	The solution must have an option of automatic recommendation of rules for log analysis module as per the OS platform and can be scheduled for automatic assignment/un-assignment of rules when not required.		
72	The solution should have Security Profiles allowing Log Inspection rules to be configured for groups of systems, or individual systems. eg. All Windows/Non Windows (i.e. Linux RedHat, Suse, Rocky, Alma, Ubuntu, CentOS, Oracle, Debian, Amazon Cloud , Solaris, AIX etc) servers use the same base security profile allowing further fine tuning if required.		
73	The solution should have ability to forward events to an SIEM system or centralized logging server for eventual correlation, reporting and archiving.		
74	Log Inspection rules should allow setting of severity levels to reduce unwanted event triggering.		
75	Customized rule creation should support pattern matching like Regular Expressions or simpler String Patterns. The rule will be triggered on a match.		
76	Ability to set dependency on another rule will cause the first rule to only log an event if the dependent rule specified also triggers.		
77	The solution must support decoders for parsing the log files being monitored.		
Application Control			
78	The solution should allow administrators to control what has changed on the server compared to initial state.		
79	The solution should have ability to scan for an inventory of installed software & create an initial local ruleset.		

80	Change or new software should be identified based on File name, path, time stamp, permission, file contents etc.		
81	The solution must have ability to enable maintenance mode during updates or upgrades for predefined time period.		
82	The solution should have option to allow to install new software or update by setting up maintenance mode.		
83	Logging of all software changes except when the module is in maintenance mode.		
84	Should support Windows & Non Windows (i.e. Linux RedHat, Suse, Rocky, Alma, Ubuntu, CentOS, Oracle, Debian, Amazon Cloud , Solaris, AIX etc) operating systems.		
85	Should have the ability to enforce either Block or Allow unrecognized software.		
86	The solution must support lockdown mode: No software is allowed to be installed except what is detected during agent installation.		
87	The solution must support global blocking on the basis of Hashes and create blacklist for the environment.		
Command & Control Prevention			
88	The solution must be able to block all communication to Command & control centre.		
89	The solution must be able to identify communication over HTTP/HTTPS protocols and commonly used Http ports.		
90	The solution must provide by default security levels i.e. High, Medium & low so that it eases the operational effort and The solution must have an option of assessment mode only so that URLs are not blocked but logged.		
91	The solution must be able to detect/prevention communications to Global C&C's and Allow administrators to create user defined list of allowed/blocked URL's.		
Management and Reporting Features			
92	The proposed solution should be managed from a single centralized web-based management console.		
93	The management server of proposed solution should support both Windows and Non Windows (i.e. Linux RedHat, Suse, Rocky, Alma, Ubuntu, CentOS, Oracle, Debian, Amazon Cloud , Solaris, AIX etc) operating system.		
94	The management server should support Active Passive high availability configuration for DC/DR setup.		

95	The management console must support API integration to automate the operational tasks to increase the productivity and improving the security services.		
96	The management console provides the ability to create deployment scripts to ease the task of the security agent deployment.		
97	The management console should allow to define bypass rules to ignore scanning traffic from known VA scanners like Qualys or Nessus.		
98	In case of any module is expired or about to expire the console should automatically show alerts on the dashboard.		
99	The solution shall allow to do all configurations from the central management console like enabling/disabling agents, selecting and applying new policies, creating custom policies, reports etc.		
100	Once the policies are deployed, the agents should continue to enforce the policies whether the management server is available or not.		
101	Agent installation methods should support manual local installation, packaging with third party software distribution systems and distribution through Active Directory.		
102	Any policy updates pushed to the agent should not require to stop the agent, or to restart the system		
103	The solution should be able to automate discovery of new agents that are installed on any servers.		
104	The solution shall have the capability to disable the agents temporarily from the Central Management console & such action should be logged.		
105	The solution shall allow to do all configurations from the central management console including, but not limited to enabling/disabling agents, selecting and applying new policies, creating custom policies, reports etc.		
106	The solution should have comprehensive Role Based Access Control features including controlling who has access to what areas of the solution and who can do what within the application.		
107	Should support integration with Microsoft Active directory.		
108	The solution should allow grouping into smart folders based on specific criteria like OS, policy etc. for easy manageability.		
109	The solution should support the logging of events to a non-proprietary, industry-class database such as MS-SQL, Oracle, Postgres.		

110	The solution shall allow grouping security configurations together in a policy and also allow to apply these configurations to other similar systems.		
111	The solution should support forwarding of alerts through SNMP and E Mail.		
112	The solution should be able to generate detailed and summary reports.		
113	The solution shall allow scheduling and E Mail delivery of reports.		
114	The solution shall have a customizable dashboard that allows different users to view based on their requirement.		
115	The solution should support Web Services if it is required to export data out to other custom reporting solutions.		
116	The solution shall allow creation of custom lists, such as IP Lists, MAC lists etc. that can be used in the policies that are created.		
117	Administrators should be able to selectively rollback rules applied to agents.		
118	The solution should have an override feature which would remove all the applied policies and bring the client back to default policies.		
119	The solution should maintain full audit trail of administrator's activity.		
120	The solution shall allow updates to happen over the internet, or shall allow updates to be manually imported in the central management system and then distributed to the agents. Additionally, the solution must also have an option of defining machine to be Updater relay only.		
121	Solution should have API level integration with public cloud service providers (e.g. AWS, Azure & vCloud Air etc.) from the management console.		

SERVICE LEVELS AND UPTIME GUARANTEE

For details, please refer to Annexure that provides the service levels for the Solution.

DELIVERY

All the Services / Resource(s) should be delivered within -02- months from the date of purchase order. Any deliverable has not been supplied or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

Bidder will have to pay late delivery charges to Bank of Baroda @ 1% of Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of total contract value. If delay exceeds beyond two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.

The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

ANNUAL TECHNICAL SUPPORT (ATS)

ATS services needs to be provided by the successful bidder for all in-scope applications. Successful bidder needs to ensure following services as a part of ATS but not limited to:

- Product upgrades & enhancements
- Maintenance releases
- Statutory and Regulatory Updates
- Patches & bug fixes
- Updates/Upgrades/New releases/New versions need to be notified to the Bank about the same and need to be covered as part of AMC / ATS. Upgrades would include product releases to incorporate technological changes, consolidating all bug fixes, consolidating all enhancement requests made by the Bank.
- Review on yearly basis for version upgrade of in scope applications and report to bank such details in advance along with plan for version upgrade. Intimate the bank for various technology upgrades released by OEM's along with feasibility & impact analysis. Also propose migration plan for technology upgrade due to OEM releases.
- Planning and implementing version up-gradation, migration, testing of the application. In case bank engaging OEM directly for version upgrade, then the successful bidder is required to carry out Program Management Responsibilities to ensure end to end completion of the activities. Post version upgrade, successful bidder is required to manage & support the application along with the IT hardware.
- Develop / customization of in scope applications as per regulatory / statutory requirement.
- Mandates from various interchanges / information security/ enhancement / any other requirement.
- Patch management, release update and upgrade of in scope applications during the contract period, all update or upgrade needs to be done with concurrence of the Bank. The successful bidder to ensure that necessary due diligence in carried out for pre-testing before releasing to UAT (User Acceptance Test).

Technical Support Team should be well trained to effectively handle queries raised by the User. Bank will provide the Service Desk tool for call logging and SLA management.

The bidder should provide an indicative list of reports call login periodically. for example: volume of calls / per day, resolution % per day etc which come out of the box.

The technical bid should cover the support structure available for the administrators and Bank users. A brief write up to be included with regard to how the vendor proposes to address the training needs at multiple levels within the Bank. The bids should inter alia cover the time period for which they would be made available.

The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same. The Vendor needs to provide with the details about all such items considered in the RFP.

Annexure 13–Service Levels

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

➢ Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Vendor.

➢ The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.

➢ Time bound problem addressing team (onsite/offsite) for the complete contract period.

➢ Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities/tax authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Total Available Time – 24 hrs per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.9%	No Penalty
A < 99.9%	Penalty at an incremental rate of 10% of cost of yearly ATS charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly subscription Charges and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.9% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there are no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a Demand Draft / pay order / cheque payable at Mumbai in favour of Bank of Baroda for the same within 15 days from the notice period from the Bank.

Annexure 14–Masked Commercial Bid

S. No.	Description	Total Qty	One Time Cost (OTC) (Rs.)	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost (Rs.)
1	Enterprise License Cost*	4,000	0.00						0.00
2	Implementation Cost	-	0.00						0.00
3	ATS (Annual Technical Support including upgradation)	-		0.00	0.00	0.00	0.00	0.00	0.00
4	Onsite Support Cost**	-		0.00	0.00	0.00	0.00	0.00	0.00
Grand Total (Rs.)									0.00

- *Enterprise License would mean - License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international

- **Onsite Support for the solution will be 24x7 for 5 years and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given as and when required by the Bank. However, for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered. (e.g. In case Bank requires only one person then the cost considered for that person will be Onsite Support Cost provided by the bidder in their commercial divided by 3)

We abide by following terms and conditions

a. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.

b. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.

c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

d. All Deliverables to be supplied as per RFP requirements provided in the tender

e. The Service Charges need to include all services and other requirement as mentioned in the RFP

f. 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.

g. All prices to be in Indian Rupee (INR) only.

h. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). 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

i. Unit wise implementation must be provided by vendor. These prices would be considered for the calculation of TCO (Total Cost of Ownership). The Bank has discretion to avail any of these optional functionalities as per Bank's requirement during the contract period.

j. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name

Annexure 15–Commercial Bid

S. No.	Description	Total Qty	One Time Cost (OTC) (Rs.)	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost (Rs.)
1	Enterprise License Cost*	4,000	0.00	X	X	X	X	X	0.00
2	Implementation Cost	-	0.00	X	X	X	X	X	0.00
3	ATS (Annual Technical Support including upgradation)	-	X	0.00	0.00	0.00	0.00	0.00	0.00
4	Onsite Support Cost**	-	X	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total (Rs.)									0.00

- *Enterprise License would mean - License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international

- **Onsite Support for the solution will be 24x7 for 5 years and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given as and when required by the Bank. However, for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered. (e.g. In case Bank requires only one person then the cost considered for that person will be Onsite Support Cost provided by the bidder in their commercial divided by 3)

We abide by following terms and conditions

k. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.

l. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.

m. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

n. All Deliverables to be supplied as per RFP requirements provided in the tender

o. The Service Charges need to include all services and other requirement as mentioned in the RFP

p. 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.

q. All prices to be in Indian Rupee (INR) only.

r. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). 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

s. Unit wise implementation must be provided by vendor. These prices would be considered for the calculation of TCO (Total Cost of Ownership). The Bank has discretion to avail any of these optional functionalities as per Bank's requirement during the contract period.

t. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name

Annexure 16-Performance Guarantee

BANK GUARANTEE
(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS M/S ……………………………………… (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. ……………………………… dated ………………………… (hereinafter referred to as "PO") for ……………………………
…………………………………………………………………………

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. …………………. Dated …………………….. for …………………………. ……………………………………………………………………… (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs……………………/- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, ………………………………………,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's ……………………………………………… Office at …………… and a branch interalia at………………………………………… India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address) …………………………………………through our local office at ……………………………… India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ……………………………… do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ………................/-(Rupees …………………………………………………………….. only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the

Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.……………./-.(Rupees …………………………………………………… …………………………………………… only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ……......................... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ……………./-(Rupees…………… …………………………………………………… only) as aforesaid or extend the period of the guarantee beyond the said .... (date) unless expressly agreed to by us in writing.

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

6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will

cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.

13. Notwithstanding anything contained herein above;
    a. our liability under this Guarantee shall not exceed Rs. ………………./- (Rupees …………………………………………………only)
    b. this Bank Guarantee shall be valid and remain in force upto and including the date .... 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 the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ……… day of …………………….., 20…..
For and on behalf of
Branch Manager
Seal and Address

NOTE:
1.   VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2.   STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

3.   BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:

BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051

IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")

4.   VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

Annexure 17 - Service Level and Non-Disclosure Agreement Format

This Agreement is made in Mumbai this………. Day of ………….. 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as "Bank" (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at
_____, hereinafter referred to as "the Service Provider" (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as "Party" and collectively as "Parties")

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8,100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider for Supply, Installation & Maintenance of Network Hardware at Bank Branches / Offices and had invited offers.

In response to RFP no ------------------------ dated -------------------------- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of Supply, Installation & Maintenance of Network Hardware. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a --.

It was a condition in the RFP that the Parties would enter into a Service Level and Non Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

   I.   Bank, BOB means 'Bank of Baroda'

  II.   ATP means Acceptance Test Procedure

 III.   AMC means Annual Maintenance Contract

IV.   BFSI means Banking, Financial services and Insurance

V.   DC Means Data Centre

VI.   DR Means Data Recovery Centre

VII.   MSP means Managed Service Provider of the Bank.

VIII.   SLA means Service Level Agreement

IX.   Total Cost of Ownership (TCO)

X.   SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period ----------------, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

4. STANDARDS

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

5. DELIVERY

(Terms mentioned in the RFP)

6. DOCUMENTATION

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/Hindi.

7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No.

Escalation matrix for support should also be provided with full details.

8. PAYMENT TERMS

(Terms mentioned in the RFP)

9. 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 clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

10. COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

(i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or

(ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:

i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.

iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.

v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.

vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade

secrets, copyright and any other proprietary rights in course of providing services hereunder.

viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.

ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.

x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.

xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

11. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.

c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.

e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;

iii. Was disclosed or parted with the prior consent of BOB;

iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

12. INDEMNITY

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or

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

The Service Provider 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 Agreement 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, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Service Provider in the defense and settlement of the claims.

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

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, 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 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 Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change;

Indemnity 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 customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

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

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

13. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

14. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs ----------------------/- (Rupees _____Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of ___months with additional claim period of three months after expiry of validity period.

15. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

breaches any of its obligations set forth in this agreement and Such breach is not cured within 15) Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the 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 Agreement, Bank shall pay to Service Provider, 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 Agreement:

- The rights granted to Service Provider 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 Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

16. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

17. LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India. both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

ARBITRATION

a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.

b) If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.

c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

e) The place of arbitration shall be Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

18. AUDIT

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, 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. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

19. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, 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.

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 Service Provider as part of procurement under the Agreement.

Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

20. PUBLICITY

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

21. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

22. SUBCONTRACTING

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

23. ASSIGNMENT

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

24. NON – SOLICITATION

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The above clause shall not applicable in case the recruitment done through public advertisement.

25. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

26. FORCE MAJEURE

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay 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 explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a 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 Service Provider shall hold consultations in an endeavor to find a solution to the problem.

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses   of confidentiality, indemnity, limitation of liability, and covenants of the parties.

27. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief Technical Officer

Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051
ATTN: Assistant General Manager (IT)

If to the … ……………………………..

Address_____

ATTN: _____

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP _____ , offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda   For

_____   _____

_   _

Name: **Name:**

Designation: **Designation:**

Witness 1 :   **Witness 1 :**

Witness 2 :   **Witness 2 :**

Annexure 18 – Integrity Pact

<div align="center">

PRE CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

</div>

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 provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as "**BOB**"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and..hereinafter referred to as "The Bidder /Bidder"

Preamble

BOB is a one of the nationalized PSU Banks having its presence   through its _____ number of branches and _____ administrative offices throughout India and _____ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Bidder(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of BOB

1. The BOB commits it self to take all measures necessary to prevent corruption and to observe the following principles: -
   a. No employee of the BOB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
   b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular,before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
   c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.

2. If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if the rebeassubs tantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiated is ciplinary actions.

   Section 2 - Commitments of the Bidder(s)/ Bidder(s)

a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

b. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

c. The Bidder(s) / Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Bidder(s). 6-7}

f. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

g. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

3. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (pagenos.8-17).

Section 4 - Compensation for Damages

(1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders I Bidders I SubBidders

(1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.

(2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Bidders.

(3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Bidder(s) /SubBidder(s)

If the BOB obtains knowledge of conduct of a Bidder, Bidder or SubBidder, or of an employee or a representative or an associate of a Bidder, Bidder or SubBidder which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Harishwar Dayal, dayalagra@gmail.com appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Bidders as confidential.

(3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.

(5) The BOB 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 BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word' Monitor' would include both singular and plural.

Section 9 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

Section 10 - contract has been awarded. Any violation of the same would entailed is qualification of the Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders6months after the bidders and exclusion from future business dealings.

If any claims made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB.

Section 11 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to bein valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.

(5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

_____   _____

(For&OnbehalfoftheBOB)(For&OnbehalfofBidder/ Bidder)

(Office Seal)   (Office Seal)

Place--------------
Date--------------
Witness1:
(Name&Address) _____
Witness2:
(Name&Address) _____