



RFQ for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services

Bank of Baroda
Baroda Sun Tower
IT Department
C-34, G-Block
Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

24th May 2023
RFQ Reference: BCC:IT:PROC:115:10

[A] Important Dates:

#	Particulars	Timeline
1.	RFQ Issuance Date	24th May 2023
2.	RFQ Coordinator Name, Contact details (Bank)	1. Mr. Ashish Dubey, Chief Manager (IT) 2. Mr. Sukhpal Singh, Senior Manager (IT) 3. Contact No. - 022-6845-0842 / 839 4. Email: rfp.it.procurement@bankofbaroda.co.in cm.it.procurement@bankofbaroda.co.in 5. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, 603, 6 th Floor, Kohinoor Square, Dadar West, Mumbai – 400028.
3.	Last Date of Written request for Clarifications Before the Pre-bid Meeting	1st June 2023 at 4.00 PM Bidder to submit a maximum of -2- participant's name, contact number, designation and e-mail ID for pre bid meeting on rfp.it.procurement@bankofbaroda.com along with pre-bid queries.
4.	Pre - bid Meeting details	Pre bid meeting will be held at Bank's Premise (Bank of Baroda, Baroda Sun Tower, Bandra East, Mumbai – 400051) on 2nd June, 2023 at 03:00 PM. Bidder representatives will have to be physically present at the meeting venue as per above schedule.
5.	Last Date of Submission of RFQ Response (Closing Date)	03:00 PM on 21st June, 2023 Mode: Online URL: https://www.tenderwizard.com/BOB
6.	Eligibility Cum Technical Bid Opening Date	4:00 PM on 21st June, 2023 Mode: Online on URL: https://www.tenderwizard.com/BOB <ul style="list-style-type: none"> o The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) o Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on rfp.it.procurement@bankofbaroda.com id after RFQ submission time is over
7.	Mode of bid submission & online portal's URL	Mode: Online URL: https://www.tenderwizard.com/BOB
8.	Support details of Online Portal facilitator	ITI Limited, Tenderwizard Helpdesk Team Email: eprocurebob@etenderwizard.com Helpdesk Contact No: +91-80-45811365 & +91-80-45982100 Mr. Senthil: +91- 8693843194 For more details, check under Contact us at home page of e-procurement portal

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RFP means the Request For Proposal document
3. RFQ means the Request For Qualification document
4. Proposal, Bid means "Response to the RFQ Document"
5. Tender means RFQ response documents prepared by the bidder and submitted to Bank of Baroda
6. Support means Support & Services to be provided as part of the Scope of Work
7. MSP means Managed Service Provider of the Bank
8. Annual Maintenance Cost (AMC)
9. Annual Technical Support (ATS)
10. Banking, Financial services and Insurance (BFSI)
11. Central Vigilance Commission (CVC)
12. Customer Relationship Management (CRM)
13. Earnest Money Deposit (EMD)
14. One Time Cost (OTC)
15. Proposal, Bid means "Response to the RFP/RFQ Document"
16. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP/RFQ document
17. Service Level Agreement (SLA)
18. Single Person of Contact (SPOC)
19. Total Cost of Ownership (TCO)
20. Bill of Material (BOM)
21. Service Provider (SP)
22. Building Management System (BMS)
23. OEMs means "Original Equipment Manufacturers"
24. Original Software Developer (OSD)
25. Support means Support & Services to be provided as part of the Scope of Work
26. Original Platform Developer (OPD)
27. Application Programming Interface (API)
28. NDA means Non-Disclosure Agreement
29. NPV mean Net Present Value
30. Subject Matter Expert (SME)
31. ATP means Acceptance Test Procedure
32. UAT means User Acceptance Test
33. DC Means Data Centre

34. DR Means Data Recovery Centre
35. SBA means Saving Bank Account
36. DEM means Data Exchange Model
37. Build Operate Transfer (BOT)
38. Lightweight Directory Access Protocol (LDAP)
39. Management Information System (MIS)
40. Analytics Centre of Excellence (ACOE)
41. Recovery Point Objectives (RPO)
42. Recovery Time Objectives (RTO)
43. Continuous Integration – Continuous Development/ Deployment (CI/CD)
44. Program Management Office (PMO)
45. Functional Specification Document (FSD)
46. Business Requirement Document (BRD)
47. Technical Operation Manual (TOM)
48. Technical Architecture Manual (TAM)
49. Payment Card Industry Data Security Standard (PCI DSS)
50. Payment Application Data Security Standard (PA-DSS)
51. National Institute of Standards and Technology (NIST)
52. Static application security testing (SAST)
53. Dynamic application security testing (DAST)
54. Mean time to restore (MTTR)
55. Near Disaster Recovery (NDR)
56. System Integrator (SI).

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. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.
- III. “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.
- IV. “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
- V. 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.
- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. 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.
- VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:
1. Additive Manufacturing (e.g. 3D Printing)
 2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
 3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.



4. Chemical Technologies
5. Biotechnologies including Genetic Engineering and Biological Technologies
6. Information and Communication Technologies
7. Software.

Confidentiality:

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

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1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a network of nearly 8100+ branches/offices in India and nearly 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 RFQ document, hereinafter called RFQ, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services.

2. Project overview and Scope of work

This Request for Qualification (RFQ) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Bidder for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services.

Bank is seeking a System Integrator (SI) to establish hybrid multi-cloud architecture which would host a set of identified business applications and supporting infrastructure. For this purpose, Bank invites proposal from Bidders who are interested in participating in this RFQ who fulfill the eligibility criteria mentioned under Annexure- 02 and also in a position to comply with the technical requirement as mentioned in Project Scope Annexure 07. Apart from the above, Bidder must also agree to all our terms & conditions mentioned under this RFQ.

The brief scope of work is mentioned in the Annexure 07. However, Bank reserve the right to modify/ change the scope of work at any phase of this procurement process.

Post completion of the RFQ process Bank will share the detailed scope of work with the RFQ qualified bidders on receipt of signed Non Disclosure Agreement. Bidders who qualify in the RFQ stage will be eligible to participate in Request for Proposal for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services released subsequently by the Bank.

3. 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 07, 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.

4. Contract Period:

The period of contract of this RFQ/RFP will be **FIVE** years from the start of contract date. Bank will have the right to change the start of contract date at its own discretion due to any unforeseen circumstances and in such case, the contract will be for FIVE years starting from the new finalized date. 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.

Forward transition will start 6 months before start of the contract and reverse transition will be 6 months before end of contract. During the forward transition, new SI will take handover from existing SI in the first 3 months and in the next 3 months the new SI will run & front end the daily operations under observation of existing SI.

5. Sub - Contracting:

The selected service provider/vendor is allowed to subcontract non-core services, however in any case there will not be more than one subcontract allowed during the term of engagement. Even though it is subcontracted, the service provider will be solely responsible to the bank for the delivery of the services. The Service Provider is not allowed to subcontract any service related to core infrastructure / product / Software (development, maintenance, product management, program management, application performance monitoring etc.). The service Provider is allowed to avail OEM professional services. Bidder needs to submit the complete details of the plan for subcontracting/availing OEM services, in advance along with the proposal/ response document with all the details of the work/ services. Please note that no work/ services shall be subcontracted without prior permission from the Bank in writing.

6. Non-Disclosure Agreement:

RFQ qualified bidders shall execute Non-Disclosure Agreement (NDA) (As per Annexure 09), which contains all the services and terms and conditions of the services to be extended as detailed herein. RFQ qualified bidders shall execute the NDA and submit it for the receipt of the Request for Proposal.

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 as per article 63 Works Contract of Maharashtra Stamp Act.

7. Compliance with Laws:

7.1. 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.

7.2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

8. Termination:

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

8.2. At any time during the course of the RFQ/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 Qualification/ 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/eligibility to participate in the RFQ/RFP 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.

8.3. 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.

8.4. Notwithstanding above, Bank reserves the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part, without assigning any reason, by giving Service Provider at least 90 days prior notice in writing.

9. Grievance Redressal and Dispute Resolution:

9.1. Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFQ may file a request to the Chief General Manager (IT) at cgm.it.bcc@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 RFQ.

All letters must be addressed to the following:

Chief General Manager (IT)
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

Dispute Resolution:

9.2. 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 RFQ/RFP.

9.3. 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.

9.4. 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.

9.5. 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.

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

9.7. 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.

10. Governing Laws:

This RFQ and the subsequent RFP/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 RFQ/subsequent RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

11. Prevention of Corrupt and Fraudulent Practices:

11.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to sign an integrity pact as per the Annexure 08 of this RFQ.

11.2. 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:

- a) "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

- b) “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.

11.3. 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.

11.4. 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.

12. 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.

13. 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

14. Right to Reject Bids:

Bank reserves the absolute and unconditional right to reject the response to this RFQ/subsequent 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:

- a) It is not in conformity with the instructions mentioned in the RFQ/ RFP document.
- b) It is not properly or duly signed.
- c) It is received through Telex / telegram / fax
- d) It is received after expiry of the due date and time.
- e) It is incomplete including non- furnishing the required documents.
- f) It is evasive or contains incorrect information.
- g) There is canvassing of any kind.
- h) Submitted by related parties.
- i) It is submitted anywhere other than the place mentioned in the RFQ.

Further Bank reserves the rights to:

- a) Reject any or all responses received in response to the RFQ/RFP
- b) Extend the time for submission of all proposals
- c) Cancel the RFQ/RFP at any stage, without assigning any reason whatsoever.
- d) Visit the place of work of the bidder
- e) Conduct an audit of the services provided by the bidder.
- f) Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- g) 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 and e-procurement portal.

15. General Terms and conditions

15.1. The RFQ 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.

15.2. Information Provided: The RFQ 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 RFQ document.

15.3. For Respondent Only: The RFQ 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.

15.4. 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.

15.5. 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.

15.6. 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 RFQ document and the meaning and impact of that information.

15.7. 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 RFQ document.

15.8. The issuance of RFQ 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 RFQ document that it has not relied on any idea, information, statement, representation, or warranty given in this RFQ document.

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

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

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

15.12. 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.

15.13. 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.

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

15.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFQ Response (Closing Date)" would be considered late and would be liable to be rejected. The procurement portal will not allow the lodgment of RFQ 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 RFQ. The Bank has no liability to any Respondent who lodges a late RFQ response for any reason whatsoever, including RFQ responses taken to be late only because of another condition of responding.

15.16. The Bank has established RFQ/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 RFQ coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFQ Coordinator"

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

15.18. All questions relating to the RFQ, 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.

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

15.20. 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.

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

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

15.23. 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 RFQ process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

15.24. 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.

15.25. 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.

15.26. The bidders required to quote for all the requirements of this RFQ. 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 requirement. 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 response submitted and not to evaluate the offer in case of non-submission of the details in the required format or partial submission of details.

15.27. 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 submits the ambiguous response, 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.

15.28. 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.

15.29. 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.

15.30. 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.

15.31. 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.

15.32. Responses to this RFQ 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.

15.33. 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.

15.34. The terms and conditions as specified in the RFQ 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

15.35. 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 RFQ/RFP. The bidder represents that the proposal to be submitted in response to this RFQ shall meet the proposed RFQ requirement. If any services, functions or responsibilities not specifically described in this RFQ/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 RFQ, 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 RFQ/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 RFQ, the Bank expects the bidder to fulfill all the terms and conditions of this RFQ.

15.36. The bidder covenants and represents to the Bank the following:

- a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations there under.

15.37. The execution, delivery and performance under an Agreement by bidder :

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) 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;
- c) 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;

15.38. 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.

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

15.40. 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.

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

15.42. 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.

15.43. 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.

15.44. No Commitment to Accept Any Tender – The Bank shall be under no obligation to accept the 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

15.45. 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.

15.46. 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.

15.47. 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.

15.48. 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.

15.49. Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.

16. 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.

17. 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 RFQ 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.

18. Indemnity:

The Bidder 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 / bonafide use of the Deliverables and /or the Services provided by Bidder under this RFP/RFQ; and/or
- An act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP/RFQ; and/or
- Claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Bidder, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- Breach of any of the term of this RFP/RFQ or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP/RFQ; 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 Bidder contained in this RFP/RFQ; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

“Wilful Misconduct” means any act or omission of a party which is wilfully intended to harm the interests of the other party, provided however, that wilful misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

“Gross Negligence” means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to

use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

The Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP/RFQ 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, provided the Bank:

- Notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Bidder in the defense and settlement of the claims.

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder 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 Bidder, 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 Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or
- any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder 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 RFP/RFQ and subsequent agreement by the Bidder.

In the event of successful bidder 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 bidder under this project.

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

19. Confidentiality:

The bidder acknowledges that in the course of performing the obligations under this Tender and subsequent Agreement, it shall be exposed to or acquire information of the bank, which the bidder 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 Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder 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 bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.
- b) Bidder 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 Bidder
- c) Bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d) Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder 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 Bidder or its affiliates.
- e) Bidder 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) Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the 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 Bidder at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Bidder 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 Bidder 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 or Confidential Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary or Confidential Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

The confidentiality obligations shall survive the expiry or termination of the RFP / RFQ agreement between the bidder and the Bank.

20. Assignment:

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFQ/RFP and subsequent Agreement to any entity including Bidder'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 RFQ/RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFQ/RFP.

Annexure 01 – Guidelines for submission details and E-tendering

Technical Bid envelope to contain the following (All the Documents should be digitally signed by authorized representative of bidder)

Section #	Section Heading	Proforma Given
1.	Covering letter certifying compliance of Eligibility Criteria	Bidder to provide
2.	Eligibility criteria compliance with bidder comments	Annexure 02
3.	Undertaking from the bidder regarding applicability of restrictions on procurement	Annexure 03
4.	Letter of Undertaking from Bidder	Annexure 04
5.	Conformity Letter	Annexure 06
6.	Executive Technical Summary	Bidder to provide
7.	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 from authorized representative of bidder.	Bidder to provide
8.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
9.	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 to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
10.	Integrity pact (Dully Signed and Stamped by Authorized Signatory on proper non-judicial stamp paper)	Annexure 08
11.	Non-Disclosure Agreement Format Dully Signed and Sealed (without Stamp duty) from Bidder.	Annexure 09

Guideline for E-TENDERING

1.1 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.

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/RFQ. The Bank has no liability to any Respondent who lodges a late RFP/RFQ 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: eprocarebob@etenderwizard.com

Primary Contact Number

Mr. Senthil : +91- 8693843194

Alternate Contact Numbers

- Mr. Sandeep Gautam : +91-8800496478
- Help Desk : +91-8800115821

Contact No. for other activities

- Registration Help Desk : +91-80-45811365 & +91-80-45982100

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to eprocarebob@etenderwizard.com)

- e-procurement queries : +91-80-45811365 & +91-80-45982100

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to eprocarebob@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.

1.2 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.

1.3 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.

1.4 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.

1.5 Guidelines to Bidders for Electronic Tendering System

1.5.1 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: +91-80-45811365 & +91-80-45982100 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.

1.5.2 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.

1.5.3 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 'Pop-up 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

1.6 Steps to participate in the e-Tenders

1.6.1 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.

1.6.2 Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading.

1.6.3 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.

1.6.4 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.

1.6.5 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.

1.6.6 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.

1.7 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 – The first stage (Qualifying stage) of the process involves qualification of the interested bidders who make an application in accordance with the provisions of this RFQ fulfilling the eligibility criteria. At the end of this stage, bidders meeting the eligibility criteria as mentioned in the RFQ will be eligible for participation in the second stage of the bidding process.
- ▶ Stage 2 – In the second stage (Bid stage), Bidders that are qualified in RFQ process & shortlisted by Bank shall be provided with the RFP document and are supposed to bid for the same as mentioned in the RFP. Shortlisted bidders need to submit Non-Disclosure Agreement (NDA) for obtaining the RFP document from the Bank. In this stage first the technical capability of the bidder would be evaluated and those bidders who meet the technical requirement, commercials of only those bidders would be opened. The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder.

A. Eligibility cum Technical Bid

Pre-qualification / 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 RFQ.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 st April 2021 till date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)

3	<p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.</p> <p>or</p> <p>The Bidder is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.</p>		<p>Undertaking as per Annexure 03 and</p> <p>Copy of certificate of valid registration with the Competent Authority (If applicable)</p> <p>(signed /Digitally signed documents from authorized representative of bidder& OSD\ OEM)</p>
4	<p>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.</p>		<p>Letter of confirmation (self-certified letter signed by authorized official of the bidder).</p>
5	<p>The Bidder to provide an undertaking on his letter head that all the requirements highlighted as part of RFQ document are covered in totality in the proposal submitted by the Bidder.</p>		<p>Letter of confirmation from bidder(self-certified letter)</p>
B	Financial		
1	<p>The Bidder must have registered average annual turnover of Rs. 500</p>		<p>Audited Financial statements for the financial</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	Crores or above during the last three completed financial years – 2019-20, 2020-21 and 2021-22 from Indian operations only (Not inclusive of the turnover of associate companies).		years 2019-20, 2020-21 and 2021-22. Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – 2019-20, 2020-21 and 2021-22 OR The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.		Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22. Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.
C	Experience & Support Infrastructure		
1	Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. <i>(*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).</i>		Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed. A self certified letter also to be attached.

2	<p>Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following:</p> <ul style="list-style-type: none"> • Customer Channel – Mobile Banking, Internet banking etc. (at least one) • Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) 		<p>Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed</p> <p>A self certified letter also to be attached.</p>
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S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	<ul style="list-style-type: none"> Payment Systems (at least one) 		
3	<p><i>Must have one large private cloud implementation# in Bank*.</i></p> <p><i>* Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.</i></p> <p><i># As per NIST Definition & Standards</i></p>		Documentary Proof of order / contract copy / customer credentials.
4	Must be implementation partner and having capabilities with minimum 3 large public cloud service provider (CSP) in India.		Letter of confirmation from CSP.
5	The Bidder should have at least 2000 cloud resources (In India) on its rolls across areas like cloud and related technologies.		Undertaking from the bidder on bidder's letter head signed by the authorized Signatory of the bidder along with resource / capability mix with specific CSP.
6	The bidder shall not be engaged with BoB in any kind of cloud related engagements in the past.		Letter of confirmation from the bidder.

**All experience should be continuing as on RFQ date.*

During evaluation of the Responses, the Bank, at its discretion, may ask the bidder for clarification in respect of its response. The request for clarification and the response shall be in writing, and no change in the substance of the response shall be sought, offered, or permitted

The Bank reserves the right to accept or reject any response in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

Bidders who meet these eligibility criteria would only qualify for participating in the second stage.

Annexure 03 – Declaration/ undertaking from bidder

Declaration 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
Chief General Manager (IT)
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 RFQ and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFQ 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 / ToT arrangement in sensitive technologies with an entity having beneficial ownership from 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 / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India 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.....by20

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 – Undertaking from the Bidder

To

Chief General Manager (IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFQ for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services.

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 Qualification' 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

RFQ for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services



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.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 05 – 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 on the Terms & conditions 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/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No .	Page #	Point / Section #	Category (Scope/ Commercial/ Legal/ General)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



Annexure 06 – Conformity Letter

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

To
Chief General Manager (IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFQ for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services.

Further to our proposal dated, in response to the Request for Qualification.....(Bank's tender No. hereinafter referred to as "RFQ") 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 RFQ 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 RFQ 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 07 – Project Details and Scope of Work

Project Scope

The Bank has recently shaped an Enterprise-Wide Cloud Adoption Strategy and implementation roadmap for migration of applications to hybrid multi-cloud architecture aligning to well-architected framework principles.

The target cloud architecture encompasses security, resiliency, operational effectiveness, cost efficiency, scalability, and sustainability.

As a part of this proposed program, the Bank is establishing a Cloud Center of Excellence (CCoE) which will be instrumental in implementing the target hybrid multi-cloud architecture, deploy and migrate applications, enable security and governance along with necessary processes, tools, and technologies for smooth operations.

To realize the target architecture and migration roadmap, the bank is seeking a System Integrator (SI) to establish hybrid multi-cloud architecture which would host a set of identified business applications and supporting infrastructure.

High Level Scope of the program would be:

- a) Establish a private cloud on-prem in Bank's own Data Center and Co-Lo Data Centers. Bidders are open to explore the possible options to enable a scalable and future-proof private cloud:
 - Augment Bank's existing landscape to build a private cloud
 - Establish a fresh private cloud using alternate stack options comprising COTS and Open Source Products with adequate critical support
- b) Establish a Public Cloud Environment for Bank to enable IaaS / PaaS and Cloud Native services to migrate the existing on-prem applications to Public Cloud in various dispositions i.e., Rehost, Replatform, Re-architect. Selection of Public Cloud Service provider would be done by the Bank separately and the SI is expected to demonstrate design, build, deploy, manage capabilities of any public cloud landscape.
- c) Establish a hybrid multi-cloud management platform to manage the private and public cloud landscapes and ensure comprehensive security of the technology landscape of the Bank
- d) Execute migrations of the applications to respective Clouds based on the disposition considered by the Bank
- e) Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model
- f) Whilst the Bank would be sharing the detailed requirements in subsequent phases, following are the key capabilities or characteristics expected in the hybrid multi-cloud landscape:
 - Key skills such as:
 - Strategy / Design / Architecture
 - Build / Deploy / Operate

- Security and Governance
- Cloud FinOps
- Service Catalogue offering various services and capabilities of target cloud addressing specific needs of business applications
- Identity and Access Management covering entire identity lifecycle of enterprise users who would consume services from various clouds
- Automation capabilities for deployment and operations to enable a strong DevSecOps practice
- Security capabilities aligned to Bank's Cloud Policy, Information Security and Cyber Security Policies, extant regulatory guidelines, and cloud security standards.
- Business continuity and disaster recovery capabilities to ensure resilient technology landscape
- FinOps Capabilities covering various cloud landscapes to track utilization and make decisions on deployment/migration of applications to target cloud landscape

Annexure 08 – Integrity Pact

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

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20_____.

Between

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".

Preamble

BOB is one of the nationalized PSU Bank having its presence through its 8100+ of branches/administrative offices throughout India and nearly 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's 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).

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 itself 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 there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The 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.
 - b. The 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.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the 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.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(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).
 - e. The 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.
 - f. 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.
- 2) The 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(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

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 3 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 / Subcontractors

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The BOB will enter into agreements with identical conditions as this one with all 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)/Subcontractor(s)

If the BOB obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor 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. Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) appointed competent and credible Independent External Monitors for this Pact after approval by Central Vigilance Commission. The task of the Monitors 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 as confidential.
- 3) The 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-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(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 - 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 Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is 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 be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their 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 Annexures, the Clause in the Integrity Pact will prevail.



(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address) _____

Witness2:

(Name & Address) _____

Annexure 09 – Non Disclosure Agreement Format

Private and Confidential

NON-DISCLOSURE AGREEMENT

(TO BE STAMPED AS AN AGREEMENT)

This NON-DISCLOSURE AGREEMENT (“**NDA**”) is made at Mumbai this _____ day of ____ 2023

BY AND BETWEEN

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Mandvi, Baroda 390006 and 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 permitted assigns);

AND

_____, a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at _____ through its authorized representative Mr./Ms. _____ hereinafter referred to as “**Bidder**”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns).

BOB and Bidder, shall hereinafter be individually referred to as first Party and second party collectively referred to as “Parties”.

RECITALS

WHEREAS:

BOB has issued Request for Qualification (RFQ) No. BCC:IT:PROC:115:10 dated 24th May 2023 for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services. Further BOB intends to issue the Request for Proposal (RFP) for Selection of System Integrator (SI) to bidders qualified through RFQ.

BOB pursuant to its working relationship which has been or may be established, with the Bidder, anticipate that it may have to disclose or deliver certain documents, components, parts, information, drawings, data, sketches, plans programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, forecasts, invention,

RFQ for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services

research, design or development of information system and any supportive or incidental sub-systems, (collectively, “Proprietary Information”); and which may be accessible / available to the Bidder.

WHEREAS, BOB desires to assure that the confidentiality of any Proprietary Information is maintained, during the tenure of the NDA (contract) and thereafter;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, both the parties intending to be legally bound, BOB and Bidder hereby agree as follows:

1 CONFIDENTIAL INFORMATION

- 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 the Bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Bidder irrevocably agrees and undertakes and ensures that the Bidder 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 the prior written permission of BOB neither shall use nor allow to be used any information other than as may be necessary for the due performance by the Bidder of its obligations.
- The Bidder 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 the Bidder.
- The Bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- The Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Bidder 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 Bidder or its affiliates.
- Bidder 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.
- The Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of any 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.

- Bidder shall not disclose the name of the BOB, or the existence, nature or substance of any agreement, relationship and/or negotiations between BOB and the Bidder, in any publicity material or other communications to any third parties without the prior permission of BOB.
- However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:
 - Without breach of these presents, has already become or becomes and/ or hereinafter will become part of the public domain;
 - Prior to the disclosure by BOB was known to or in the possession of the Bidder at the time of disclosure;
 - Was disclosed or parted with the prior consent of BOB;
 - Was acquired by the Bidder 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 Bidder 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 Bidder 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 enforce in India.

2 PROPRIETARY RIGHTS

Title to all documents, process details, any other information which is having intellectual property rights received by Bidder from BOB, including all Proprietary Information, shall remain at all times the sole property of BOB, and this Agreement shall not be construed to grant to Bidder any patents, licenses or similar rights to such property and Proprietary Information disclosed to Bidder hereunder.

3 INDEMNITY

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

4 TERMINATION AND SURVIVAL

- The terms of this Agreement shall be for 12 months unless terminated by BOB with thirty days prior written notice to Bidder, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.
- Unless the BOB otherwise agree in writing, Bidder duty to protect Confidential Information expires three years from termination / expiry of this Agreement, provided the information which is by its nature required to keep confidential or under any applicable laws required to protect forever such information shall be remain confidential forever or until such time when the Bidder no longer has access to the Confidential Information or has returned or destroyed all Confidential Information having in its possession.

5 GOVERNING LAW AND JURISDICTION

The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by BOB. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under. The place of Arbitration shall be at Mumbai. The language of arbitration shall be English and the courts at Mumbai shall have the exclusive jurisdiction to try any matters arising from this Agreement.

6 SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

7 NO LIABILITY

Bidder understands and agrees that neither the BOB nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability whatsoever to Bidder or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

8 MISCELLANEOUS

- No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- This Agreement is in addition to any prior written agreement between BOB and Bidder relating to the subject matter of this Agreement; in the event of any

disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control.

- This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by BOB and Bidder.

IN WITNESS WHEREOF, the Parties hereto have set the hands of the respective authorized officials on the day and year first hereinabove written.

For Bank of Baroda	For M/s _____
Sign:	Sign:
Name:	Name:
Designation:	Designation:
Stamp:	Stamp:
Date:	Date:
Place:	Place:
