



बैंक ऑफ़ बड़ौदा
Bank of Baroda



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**RFP for Empanelment of vendors for Supply,
Installation & Maintenance of Intel based
Servers and its components for FY 2024-2027.**

Bank of Baroda

**RFP No. BCC:IT:PROC:116:06
Dated: 2nd April 2024**

[A] Important Dates:

#	Particulars	Timeline
1	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> 1. Mr. Deepak Mehra 2. Contact No. - 022-68450849 /0845 3. Email: it.fms.bcc@bankofbaroda.co.in 4. Postal Address: The Chief Manager (IT Procurement), Kohinoor Square, 603, 6th Floor, N.C.Kelkar Marg, R.G. Gadkari Chowk, Shivaji Park, Dadar(W) ,Mumbai, Maharashtra – 400028.
2	Pre-bid Meeting & Venue details	<ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 10th April 2024 at 11.00 AM. ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on it.fms.bcc@bankofbaroda.com by 8th April 2024 along with pre-bid clarification. ○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. ○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.
3	Last Date & Time of Submission of bids	<p>3.00 PM on 23rd April 2024 Mode: Online on URL: https://bobtenders.eproc.in</p>
4	Eligibility Bid Opening Date	<p>3:30 PM on 23rd April 2024</p> <ol style="list-style-type: none"> 1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on it.fms.bcc@bankofbaroda.com id after RFP submission time is over.
5	Commercial Bid	<p>The commercial quotes are not required to be submitted at the time of tender submission by the vendors. Commercial quotations will be invited by Bank from empaneled vendors only as per the requirement.</p>
6	Bid Security (Earnest Money Deposit)	Rs. 10,00,000/- (Rupees Ten Lakh Only)
7	Security Money Deposit (for successful vendors only)	Rs. 10,00,000/- (Rupees Ten Lakh Only)

8	Mode of bid submission & online portal's URL	Mode: Online URL: https://bobtenders.eproc.in
9	All letters must be addressed to the	Chief General Manager IT Bank of Baroda, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai-400051.
10	Support details of Online Portal facilitator	Helpdesk Contact No. 0124-4302033/36/37 Email: bobsupport@c1india.com.

[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. Proposal, Bid means "Response to the RFP Document"
4. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. Original Platform Developer (OPD)
8. Annual Maintenance Cost (AMC)
9. Annual Technical Support (ATS)
10. Application Programming Interface (API)
11. Bank, BOB means 'Bank of Baroda'
12. Banking, Financial services and Insurance (BFSI)
13. Central Vigilance Commission (CVC)
14. Customer Relationship Management (CRM)
15. Earnest Money Deposit (EMD)
16. One Time Cost (OTC)
17. Proposal, Bid means "Response to the RFP Document"
18. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
19. RFP means the Request For Proposal document
20. Service Level Agreement (SLA)
21. Single Person of Contact (SPOC)
22. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda
23. Original Software Developer (OSD)
24. Total Cost of Ownership (TCO)
25. Bill of Material (BOM)

Please note:

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

Explanation—

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

Confidentiality:

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

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1. Introduction

1.1 Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Vendors, hereafter called as ‘Vendors’, to participate in the competitive bidding for empanelment of vendors for supply, installation & maintenance of Intel based Server and its components for financial year 2024-2027.

1.2 Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) for empanelment of vendors for supply, installation & maintenance of Intel based Server and its components for FY 2024-2027.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the requirement as mentioned in Project Scope. Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP.

The RFP document is not recommendation, offer or invitation 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 Vendor as identified by the Bank, after completion of the selection process as detailed in this document.

1.3 Project Scope

The Bank based on the evaluation results will empanel the vendors who are meeting the eligibility criteria mentioned in Annexure 02 and also comply to supply, installation & maintenance of Windows based Servers and its add on components as per Project Scope - Technical requirement mentioned in Annexure 11 for the period up to 31st March 2027. Bank based on its requirement of servers would seek commercials from the empaneled vendors during the period of empanelment.

General Conditions

- The Vendor shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to Vendor’s negligence shall be passed on the Vendor’s account.
- Vendor shall complete the entire work within stipulated timeline mentioned in the delivery section of this RFP.

- c) In the case of additional requirements desired by the Bank during the contract period over and above the quantity for which Purchase Order is placed with a particular bidder then the maximum order which the Bank can place would be an addition of 25% of the quantity for which Order is placed.

Technical Proposal Attention Items

- a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any vendor, nor limits Bank's rights to negotiate with any vendors, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any vendor, supplier or contractor at its own discretion.
- b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the vendor's ability and qualification to perform the contract.
- c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- d) For any ambiguity, omissions or unclear content in the RFP the vendors should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.
- e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; vendors should ensure and provide quality and industrial standard products to Bank.
- f) In case of any difference in the standards between this RFP and the vendors' proposal, the higher standards shall prevail and be applicable.
- g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the vendors.
- h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the vendor made after receipt of the proposal will be at the sole discretion of Bank.

1.4 Empanelment period

The eligible vendors after the evaluation process would be empaneled with the Bank for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

1.5 Contract period

The Contract with the selected vendor will be valid for a period of 5 years plus delivery and installation timeline from the date of the purchase order by the vendor. The contract will be deemed completed only when all the items and contracted services 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 Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

1.6 Service Levels and Uptime Guarantee

For details, please refer to Annexure 12 that provides the service levels for Supply,

Installation & Maintenance of Intel based servers and its components for Financial Year 2024 – 2027.

1.7 Delivery

The equipments should be delivered within 6 weeks from the date of purchase order.

Vendor will have to pay late delivery charges to Bank of Baroda @ 0.5% of the undelivered hardware value per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the undelivered hardware value. If delay exceeds the maximum percentage of 10%, Bank of Baroda reserves the right to cancel the entire order.

Vendor will be responsible for ensuring proper packing, delivery and receipt of the hardware and software related to hardware at the site(s). Sealed packs will be opened in the presence of Bank of Baroda officials.

The software (systems software, language compilers, utilities, packaged software, etc., including complete sets of manuals, Driver CD – if any) should be delivered together with the hardware.

All accessories as part of the hardware / software to make the server operational should be delivered together with the equipment. Any component has not been delivered or if delivered is not operational on account of which the equipment is not functioning, will be deemed / treated as non-delivery of the equipment thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of equipment is not acceptable and payment would be released as per terms only after full delivery.

Bank reserves the right to shift the equipments to new location/s and warranty / AMC / support for the same will continue to be in force at the new location.

1.8 Pre-shipment Inspections

Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may have to visit the factory site and the expenditure for the same will be borne by Bank.

1.9 Installation

Installation at our Branches / Administrative offices, including unpacking of cartons/ boxes, will be the responsibility of the Vendor. Vendor will have to initiate the installation of the server within 7 working days from the date of receipt of the server at our office and Bank's notification for installation of the HW / SW and hand it over to Bank for acceptance testing.

Vendor will have to pay late installation charges to Bank of Baroda @ 0.5% of the relevant hardware value per day subject to a maximum of 10% of the total relevant hardware value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.

1.10 Porting of application

In case of servers are procured as replacement for existing servers then Bank's managed service provider will be responsible for porting applications to the supplied system,

however the vendor needs to support the managed service provider for any hardware related support if required at no extra cost to the Bank.

1.11 Affixing Asset Tags on HW Equipments

It will be the responsibility of the successful vendor to affix the Asset tags on each server being supplied by them to the Bank. The Asset Tags so printed by the successful vendor must have the company's logo of the vendor along with other details like call logging no., mail id etc.. The asset tag details for the server would be mutually decided by the Bank and the successful vendor.

1.12 Warranty

The entire hardware equipment including system software will remain under onsite, comprehensive maintenance warranty for a period of 5 (Five) years. The service support during warranty period shall be for all Hardware equipment, Operating System Software and Antivirus Software (wherever applicable - if supplied by the vendor etc. The vendor shall upgrade the system software during warranty period at no cost to BOB. Vendor will have to provide a post-installation warranty as per the terms mentioned below:

Server & its add-on component -

Comprehensive Warranty for 60 Months from the date of installation or 61 months from the date of delivery whichever is earlier.

In event of any major equipment / part (i.e. Motherboard and any controller) is replaced or any defect in respect of any major equipment / part (i.e. Motherboard and any controller) is corrected for more than two instance of any quarter during the base warranty period of 5 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects..

Patch updation, security updates etc of operating system, system software, BIOS etc (wherever applicable - if supplied by the vendor) to be done in coordination with the Bank.

In case of significant failures of specific component Viz. Motherboard, HDD, CD Drives, any other controller, the entire component (Viz. Motherboard, HDD, CD Drives, any other controller) has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor is required to ensure that this kind of situation never arises.

The vendor shall be fully responsible for the warranty for all equipments, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period.

Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed.

Warranty should cover the following:

- a) The equipment should be attended within four hours of receipt of complaint (exclusive of travelling time). In case problems persist, systems should be replaced within 24 hours of receiving complaint and alternate system should be given till machine is repaired. The replaced equipment should be installed by the vendor at no extra cost to the Bank, so that normal job of the Bank may not get hampered.
- b) Warranty would cover updates / maintenance patches / bug fixes (available from the original equipment manufacturer) for system software & firmware patches / bug fixes, if any, for hardware.
- c) Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the vendor. Bank will not be responsible for any delays / violation from third party OEMs.

1.13 Transportation and Insurance

All the costs should include cost, insurance and freight (c.i.f). However, the Vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Vendor to all the equipments provided at the Bank site for the contract period. The Vendors should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

The insurance for the equipments at the site shall be on "all risks" basis, including war risks, fire and theft and robbery clauses valid for the period of the contract. In case any loss or damage of any nature whatsoever occurs, the vendor shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s.

1.14 Inspections and Tests

The Bank or its representative shall have the right to inspect and/or to test the Goods and Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.

Should any inspected or tested Goods fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Bank.

The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim.

No clause in “Inspection and Tests” clause shall in any way release the Bidder from any warranty or other obligations under this Contract.

1.15 Payment Terms

IT Department, BCC will place the orders and delivery will be at our Branches / administrative offices across the country as per the orders placed. The successful vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

The vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the vendor in the price bid against such activity / item.

The method and conditions of payments to be made to the successful vendor shall be:

- 70% of the total cost on delivery of HW / SW plus 100% of GST at actuals.
- 20% of total cost after one month of successful installation and satisfactory functioning.

SNR case - Wherever installation could not be carried out by the successful vendor due to the Bank’s dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor’s submission of certificate from location concerned duly signed (with Bank’s seal affixed) by the Bank Authority concerned on the Bank’s dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. 20% of the payment total cost after two months on delivery of hardware.

- Balance 10% of the delivered products cost would be payable on completion of 5 years warranty period or against bank guarantee in the format as specified in Annexure 14 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of 63 months.

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

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

The invoices for claiming the payment should be submitted along with the following

documents:

As a part of handover process a complete handover sheet needs to be submitted by the vendor after filling the necessary details as provided by Bank. The invoices for claiming the payment should be submitted along with:

A. For 70% Payment Claim

- a) Original delivery Challans dully stamped and signed by the Bank Official.
- b) Confirmation letter from OEM mentioning the serial number of the product and that the HW supplied is under 5 (Five) years back to back warranty.
- c) Complete inventory details along with Serial Numbers of Hardware and related software (i.e. Operating System etc. if any)

B. For 20% Payment Claim

- a) Original Installation Report dully stamped and signed by the Bank Official along with the signature of the engineers of vendor.
- b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.
- c) Complete inventory details along with Serial Numbers linked with Asset Tag of Hardware delivered against each PO at ordered delivery locations.

C. For 10% Payment Claim

- a) Against Original Bank Guarantee of scheduled commercial bank, other than Bank of Baroda valid for an equivalent amount valid for the period of 63 months.

2. Evaluation process

A two bid system is adopted for selection of the vendor:

- ▶ Stage 1 (for empanelment) – Eligibility Bid Evaluation
- ▶ Stage 2 (for empaneled vendors) - Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

2.1 Eligibility Bid Evaluation

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suitability.

The preference will be given with the criteria laid down by Bank and as per procedures laid down in public procurement (Preference to Make In India) order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Ministry of Electronics & Information Technology (MEIT) vide their notification no. F.No.W-43/4/2019 -IPHW – MeitY /GOI/MeIT (IPHW Division) dated 7.09.2020 has notified list of products under the public procurement preference (Preference to Make -in-India) order 2017. Bidders are required to comply with this guidelines for preference to MII Products.

Also, MeitY vide their notification File No. 1(10)/2017- CLES dated 6.12.2019 has issued Public Procurement (Preference to Make in India) Order 2019 for Cyber Security Products. Bidders are required to comply with this guideline for Preference to MII Product and needs to submit the Self- Declaration as format mentioned under Annexure II under the same notification (File No. 1(10)/2017- CLES dated 6.12.2019) regarding 'local supplier' for Cyber security products.

The Bank reserves the right to modify the configuration of Hardware thereof to be ordered.

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

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

regard.

The vendor would also need to provide supporting documents for eligibility proof. All the credentials of the vendor necessarily need to be relevant to the INDIAN market.

Bidders who meet these criteria would only qualify for empanelment.

2.2 Commercial Bid Evaluation

The commercial quotes are not required to be submitted at the time of bid submission by the vendors. Commercial quotations with Technical Proposal will be invited by Bank from empaneled vendors during the period of empanelment based on Bank's requirements. The Technical requirement will be shared by Bank to the empaneled vendors. The empaneled vendors should be able to quote the same or higher model as per the Bank's requirement.

Those vendors who become empaneled and do not submit the commercial quotes on banks request, will be disqualified from empanelment process and thereafter will not be eligible to participate in any of banks requirement during the empanelment period.

Subsequently based on Bank's requirement, commercial quote from empaneled vendors will be invited. Commercial quote should be submitted in sealed envelope / submitted through online mode when Bank seeks the commercials for the required products. Price should be inclusive of all taxes except GST. GST will be paid at actuals

The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') with 5 years warranty.

Accordingly, L1 bidder will be selected on the Lowest Commercials submitted. L1 (Lowest) Bidder will be arrived based on total cost of ownership with 5 years warranty.

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

3. Terms and conditions

3.1 General Terms

- 3.1.1 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
- 3.1.2 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 3.1.6 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 vendor, not limited to those selection criteria set out in this RFP document.
- 3.1.7 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 3.1.8 Standards: All standards to be followed will adhere to Bureau of Indian Standards

(BIS) specifications or other acceptable standards.

- 3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 3.1.10 Only one submission of response to RFP by each Respondent will be permitted.
- 3.1.11 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- 3.1.12 The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 3.1.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the vendor responses would not be incorporated automatically in the tender document.
- 3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.
- 3.1.15 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.2 Rules for Responding to this RFP

- 3.2.1 The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.
- 3.2.2 All responses received after the due date/time as mentioned in "[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 3.2.3 The Bank has established RFP coordinators to provide a venue for managing vendor relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be

addressed to the RFP coordinators / contact persons from the Bank mentioned in “[A] Important Dates - RFP Coordinator”

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

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

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

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

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

3.2.4 Vendor should submit their Eligibility and Technical bids Online i.e. through <https://www.tenderwizard.com/BOB>. The vendor must register for submission of their bid as specified in this document.

Application Money as mentioned in “[A] Important Dates – Application Money” must be deposited through RTGS (Real Time Gross Settlement) / NEFT. Vendor should submit the “bid security declaration” along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission

The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.

If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient 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 Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP

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

- 3.2.5 All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
- 3.2.6 All responses would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 3.2.7 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank.
- 3.2.8 The vendor 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 vendor subsequent to the closing date and time for submission of the offers.
- 3.2.9 The vendors required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the vendor does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 3.2.10 Based on the Bank's requirements as listed in this document, the vendor should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the vendor quotes more than one product / solution and they have not specified which particular product / solution quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected.
- The vendor is expected to provide the best option and quote for the same.
- 3.2.11 Vendor must furnish requirements as per the formats provided in the RFP document.
- 3.2.12 In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor's and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.
- 3.2.13 In the event the Bank has not asked for any quotes for alternative prices, and the

vendor furnishes the alternative price in the vendor's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

- 3.2.14 In the event optional prices are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Vendor. The same item has to be supplied by the successful Vendor free of cost
- 3.2.15 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution. The Bank's interpretation will be final.
- 3.2.16 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- 3.2.17 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 vendor 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 vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 3.2.18 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditioned as proposed in the tender document.
- 3.2.19 Grievance Redressal: Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief Technology Officer at cto@bankofbaroda.com. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP. 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

3.3 Price Bids

- 3.3.1 Price Bids will be invited by Bank from empaneled vendors only during the period of empanelment based on Bank's requirements. The date for opening of price bids would be communicated separately to the empaneled Vendors
- 3.3.2 The vendor is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be

communicated separately to the successful vendors post the completion of the eligibility evaluation

- 3.3.3 The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 3.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the vendor. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- 3.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the vendor, for any reason including the delay or failure or inability of the vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.
- 3.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the vendor".
- 3.3.7 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
- 3.3.8 The Bank is not responsible for any assumptions or judgments made by the vendor for arriving at any type of costing. The Bank at all times will benchmark the performance of the vendor to the RFP and other documents circulated to the vendor and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the vendor must make good the same at no extra costs to the Bank, in order to achieve the

desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the vendor and the Bank's interpretation will be final.

- 3.3.9 The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- 3.3.10 The Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.
- 3.3.11 Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Vendor is expected to provide the same at no additional cost to the Bank. The Vendor needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Vendor at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

3.4 Price Comparisons

- 3.4.1 The successful vendor will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- 3.4.2 Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- 3.4.3 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the vendor should necessarily include the following:
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.

- b. The Vendors expected to provide details of services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.
- c. The Vendor must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

3.5 Bid Security / Earnest Money Deposit

3.5.1 Vendors are required to give an earnest money deposit of an amount as mentioned in [A] Important Dates at the time of submission of the bid. The proof of same is to be submitted while opening of eligibility bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit) shall be paid through online transfer or a Bank Guarantee (Annexure 05 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

Account Number - 29040400000417

Account Name – Bank of Baroda

Branch - BKC, Mumbai

IFSC- BARB0BANEAS

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

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

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
 - b. In case of the successful bidder, if the bidder fails
 - Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
 - To comply with any other condition precedent to signing the contract specified in the solicitation documents.
- **Unsuccessful Vendor's** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Vendors.

- **Successful Vendor** – Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the performance guarantee. The Bid security Money of the successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the successful vendor fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.
- 3.5.4 Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.
- 3.5.5 MSME Bidder has to submit a “Bid Security Declaration” on their organization’s letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted.

3.6 Security Deposit

- 3.6.1 The empaneled vendor has to deposit with the Bank an amount of Rs.10,00,000/- towards security deposit as provided in Annexure 17 for the entire period of empanelment plus 3 months, within 30 days from the date of letter of empanelment.
- 3.6.2 Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the Security Deposit Money.
- 3.6.3 The Bid security Money of the successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the vendor fails to furnish Security Deposit Money within 30 days from the date of Empanelment Letter for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.
- 3.6.4 The security deposit would be for the entire period of the empanelment plus 3 months.

3.7 Performance Guarantee

- 3.7.1 The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13 to the extent of 5% of the total contract value for the entire period of the contract plus 3 months and such other extended

period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.

- 3.7.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.
- 3.7.3 The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 3.7.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

3.8 Others

- 3.8.1 The product / solution will be deemed accepted only after successful Acceptance Test Procedure (ATP) and sign off from Bank's identified Project Manager.
- 3.8.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor 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.
- 3.8.3 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.
- 3.8.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendors not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 3.8.5 The vendor must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then that vendor will be responsible for any re- procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

- 3.8.6 The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 3.8.7 The Vendor shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.
- 3.8.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 3.8.9 The Bank and the vendor covenants and represents to the other Party the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
 - It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its

obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

3.8.10 The execution, delivery and performance under an Agreement by such Party:

- Will not violate or contravene any provision of its documents of incorporation;
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- The vendor 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.
- It would be the responsibility of the vendor to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.
- The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors
- The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

3.9 Other RFP Requirements

3.9.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also

- reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
- 3.9.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- 3.9.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 3.9.4 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 vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 3.9.5 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed project.
- 3.9.6 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 3.9.7 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.
- 3.9.8 Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.
- 3.9.9 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on

the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities

- 3.9.10 Incidental Services - The Vendor shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.
- 3.9.11 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject bid.
- 3.9.12 There will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants
- 3.9.13 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor 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 Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.
- 3.9.14 Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage.
- 3.9.15 The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from Bank. Neither this Tender nor the Vendor'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 Vendor 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.

3.9.16 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees 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 Vendor 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 Vendor will make all required payments and deposits of taxes in a timely manner.

3.10 Corrupt and Fraudulent Practices

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

- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ▶ “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 vendors (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.

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

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

3.10.4 Vendors responding to this RFP need to sign the Integrity Pact (IP) which will be also signed by Banks representative.

3.11 Code of Ethics

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.

3.12 Service Level Agreement and Non-Disclosure Agreement

The successful vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non

Disclosure Agreement (NDA). The successful vendor shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

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

4. General Terms and Conditions

4.1 Dispute Resolution

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

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

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

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

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

4.2 Governing Laws

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

4.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices send by registered post

in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

4.4 Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

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

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

4.5 Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender 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 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 RFP.

4.6 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered. Such proposals will be disqualified

4.7 Waiver

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

4.8 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 Empanelment 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:

- 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 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 enforced in India.

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

4.9 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if service provider:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory; or
- Supply of substandard materials/ services ; or
- Delay in delivery / installation / commissioning of services; or
- If deductions of penalty exceeds more than 10% of the total contract price; or

Bank may terminate this RFP or subsequent agreement on happening of following events:

- The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;

- c) The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- d) Failure of the Bidder make good the situation within the remedy period
- e) The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.
- f) The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- g) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
- h) Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- i) The vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing.

4.10 Effect of termination

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

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- a) All the undisputed fees outstanding till the date of termination;
- b) Upon the termination or expiry of this Tender and subsequent Agreement:
- c) The rights granted to Bidder shall immediately terminate.
- d) Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- e) Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

4.11 Publicity

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

4.12 Solicitation of Employees

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

4.13 Inspection of Records

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4.14 Visitorial Rights

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

4.15 Compliance with Laws

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

The Bidder is not absolved from its responsibility of complying with the statutory

obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

4.16 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:

- a) Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- b) an act or omission of the Bidder and/or its employees, agents in performance of the obligations under this RFP; and/or
- c) claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- d) Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents.
- e) breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- f) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- g) breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- h) Negligence or gross misconduct attributable to the Bidder or its employees.

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 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:

- a) notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- b) 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:

- a) Software, hardware, interfacing, or supplies for the solution not provided by Bidder; or
- b) 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 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

4.17 Corrupt and Fraudulent Practices

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

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

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

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

4.18 Violation of Terms

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

4.19 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.

4.20 Right to Reject Bids

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

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

4.21 Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or

Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

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

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

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

4.22 Provident Fund

Bidder need to ensure that their all employees are covered under PF. Bidder need to submit PF coverage letter for their employees issued by the Employees Provident Fund Organization as part of their bid response.

4.23 Property Rights

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

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

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

4.24 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.

4.25 Set-Off

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

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

4.26 Covenants of the Service Provider

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

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

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

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

The Service Provider:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of Bank.

4.27 Vicarious Liability

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

liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

5. Disclaimer

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

6. Instructions to Vendors - E Tendering

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- C1 India Pvt. Ltd.: Service provider to provide the e-Tendering Software.
- Bank of Baroda e-Procurement Portal: An e-tendering portal of Bank of Baroda introduced for the process of e-tendering which can be accessed on <https://bobtenders.eproc.in>

I. ACCESSING / PURCHASING OF BID DOCUMENTS:

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of Bank of Baroda. Bidders can see the list of licensed CA's from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>) to have a user ID & Password.
- The amendments / clarifications to the tender, if any, will be posted on the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at Prasar Bharati e-Tendering Portal (<https://bobtenders.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: 0124-4302033/36/37, bobsupport@c1india.com.

It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Bank of Baroda nor C1 India Pvt. Ltd will be responsible for such eventualities.

Annexure 01 - Table of Contents

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

Section #	Section Heading	Proforma Given
1	Eligibility criteria compliance with vendor comments	Annexure 02
2	Bid Fees Letter	Annexure 03
3	Earnest Money Deposit Letter	Annexure 04
4	Bid Security Form (Earnest Money Deposit)	Bidder to Provide Transaction Details or Bank Guarantee as per Annexure 05 For Micro and Small Enterprises (MSE) / Startups "Bid Security Declaration - Accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months.
5	Undertaking from the vendor	Annexure 06
6	Conformity Letter	Annexure 08
7	Letter of Undertaking from OEM	Annexure 09
8	Undertaking of Information Security (Bidder & OEM)	Annexure 10
9	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.	Vendor to provide
10	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Vendor to provide
11	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.	Vendor to provide
12	Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile),	Vendor to provide

	E- Mail ID. (OEM & Bidder)	
13	Integrity Pact (Bidder to submit duly Signed and Stamped /digitally signed Integrity Pact with Rs. 600 Non Judicial stamp paper /eSBTR along with Bid)	Annexure 17
14	Annual Eligibility Evaluation Form	Annexure 18
15	Technical Specification Sheet	Annexure 19

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Vendor and OEM

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / Partnership Firm / LLP or Private / Public Limited company in India at least for the last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must be in Core business of supply & providing maintenance services for Server business in India at least for a period of last three years. (As on RFP date)		Certificate of Incorporation and other Documentary evidences to be attached like letter of credentials from Public Sector Banks or Financial Institutions.
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) as on RFP date.		Letter of confirmation from bidder.
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.		Letter of confirmation (self certified letter signed by authorized official of the bidder)
5	The Bidder and OEM are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder and OEM are 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 I to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 16 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OSD\ OEM)
6	Applicable for bidders under, Preference to 'Make in India' initiative: The bidder/OEM should be a Class-I / Class-2 Local Supplier as defined in the Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 by DPIT(PPD)/MoC/GOI AND The bidder/OEM needs to comply with the Minimum Local Content Percentage (%) as		1) Self certification as per Annexure specifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which the local value addition is made in the format as per attached Annexure

	<p>defined in Annexure 19 Order No. 18-10/2017-IP dated 29.08.2018 by DOT/MOC/GOI and File no. 1 (10)/ 2017-CLES MeIT/ GOI/od dated 6.12.2019.</p> <p>In this empanelment stage, OEM / Bidders product (make & Model) will be classified as Local Supplier or Non-Local Supplier as per definition in the above mention order for preference to make in India Product during Commercial Evaluation Stage.</p>		<p>2) Certification from the statutory Auditor or Cost Auditor of the company (in case of companies) or Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content against each quoted line item.</p>
B	Financial		
B1	Below clause Applicable for the OEM whose servers are quoted) or if the OEM is bidding directly		
1	<p>Must have registered an average annual turnover of Rs. 250 Crores or above (from Indian Operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>
2	<p>Must be net profit making entity (from Indian operations only) continuously for the last three completed financial years – 2020-21, 2021-22 and 2022-23.</p> <p>OR</p> <p>The net worth of the OEM should be positive on the relevant date and also should have not eroded by more than 30% (thirty percent) in the last three completed financial years – 2020-21, 2021-22 and 2022-23.</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>
B2	Below clause Applicable for the Bidder if submitting bid as a partner of the OEM (Also the OEM whose products are quoted by the partner to meet the criteria mentioned in B1)		
1	<p>Must have registered an average annual turnover of Rs. 80 Crores or above (from Indian Operations only) during the last three completed financial years - 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).</p> <p>OR</p> <p>The below clause is applicable for Bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or a Start-up needs to be</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>

	submitted by the bidder) Bidder must have registered an average annual turnover of Rs. 40 Crore or above (from Indian operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).		
2	Must be net profit (after tax) making entity (from Indian operations only) continuously for the last three completed financial years – 2020-21, 2021-22 and 2022-23. OR The net worth of the bidder should be positive on the relevant date and also should have not eroded by more than 30% (thirty percent) in the last three completed financial years – 2020-21, 2021-22 and 2022-23.		Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.
3	The bidder should be the authorised partner of OEM for the past three years (from RFP date)		Certificate from OEM to be submitted.
4	Bidder should have received ISO 9001 AND OEM should have received ISO 9001 & 14001 certifications for manufacturing facility from where the equipments will originate.		Copies of relevant Certificates
C	Experience & Support Infrastructure		
1	The bidder should have supplied & support 100 no's of x86 based Servers in each year for the past three years to various Commercial Banks / Financial Institutions / Govt. Organizations in India.		Documentary Proof of order / contract copy / customer credentials.
2	Bidder should be able to replace the faulty hardware within 4 hours from the time of incident reporting. (only in Mumbai & Hyderabad).		Undertaking from OEM to have adequate stock of spares in Mumbai and Hyderabad of all items supplied and should be able to replace the faulty hardware within 4 hours from the time of incident reporting.
3	Bidder should have direct support offices in Mumbai and Hyderabad.		Letter of confirmation
D	Others		
1	The bidder should have authorization from OEM to quote for their products.		Separate Letter of authorization from the OEM as per Annexure 08 This is not applicable in case if OEM bids directly

2	One bidder can bid only with one OEM and Similarly one OEM can bid only with one bidder but both cannot bid.		Letter of confirmation from both bidder and OEM
3	<p>The OEM should be certified with Green Peace rating of 4 and above (OR) any other similar rating or certification that aims at green brand PC that is having following three attributes</p> <p>a. Chemicals Management Process: all the products should be 100% RoHS (Restriction of Hazardous substances) compliant.</p> <p>b. E-waste Management: Vendor / OEM / Partner should have e-waste collection centers and have recycled e-waste.</p> <p>c. Energy Efficient Product Range: Energy Star 5 Compliant parts</p> <p>Central or State Govt. Pollution Control Board Certification should adhere to the above said three attributes.</p>		Proof of compliance document to be submitted
4	Bidder must ensure that the Servers to be supplied will not be End of Life in next 3 years and End of Support in next 5 years.		Letter of undertaking from the bidder.
All dates if not specified to be applicable from the date of the RFP.			

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address & Email and Phone #

Annexure 03 - Earnest Money Deposit Letter

To,

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

Sir,

Sub: Request for Proposal – Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

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

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

Mode: Online Transfer/Bank Guarantee

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

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda

Beneficiary Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

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

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

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

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



Request for Proposal for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

RFP No. BCC:IT:PROC:116:06 dated 2nd April 2024

A/C Name:

A/C No.(Company account details):

IFSC Code:

Bank Name:

Bank Address:

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 04 - Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To

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

Sub: Request for Proposal – Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

WHEREAS _____ (hereinafter called “the Vendor”) has submitted its bid dated _____ (date of submission of bid) for

.....
in response to Request for Proposal (RFP) No. _____ (hereinafter called “the Bid”) issued by Bank of Baroda.

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of

_____ (name of country) having our registered office at _____ (address of bank) (hereinafter called “the Bank”) are bound unto Bank of Baroda (hereinafter called “the Purchaser”) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20_.

THE CONDITIONS of this obligation are:

1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee

-
- is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs.____/-
(Rupees
_____ only).

Place :

Seal

Code no.

Signature.

Note:

1. Vendor should ensure that the seal & code no. of the signatory is put by the bankers, before submission of BG.
2. Stamp Paper is required for the BG issued by the banks located in Mumbai.

Annexure 05 - Bid security Declaration for MSEs / Startups

(For Micro and Small Enterprises (MSE) / Startups)

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

Sir,

Sub: RFP for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

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

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

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

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

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

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

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

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

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

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

Annexure 06 – Undertaking from the Vendor

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

Sir,

Sub: RFP for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
 - 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)
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address, Email and Phone #

Annexure 07 – 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:

Vendor's Corporate Name

Address

Email and Phone #

Date:

Annexure 08 – Conformity Letter

(This letter should be on the letterhead of the vendor 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: RFP for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 09 - Letter of Undertaking from OEM

(This letter should be on the letterhead of the OEM / Manufacturer 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: RFP for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

We (Name of the OEM) who are established and reputable manufacturers of having factories at, and do hereby authorize M/s (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of which are manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose. We..... (Name of the OEM) hereby convey our unconditional acceptance of terms & conditions related to support for our products during Warranty period if..... fails to do so.

The model(s) / product(s) proposed in this RFP is covered under 5 Years Warranty Onsite comprehensive support from the date of installation of product.

We hereby extend our Warranty during this 5 year period as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 10 – Undertaking of Information Security

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

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

Sir,
Sub: RFP for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

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

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

Yours faithfully,

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

Annexure 11 – Project Scope (Technical Requirement)

Introduction

Bank based on the evaluation results will empanel the vendors who are meeting the eligibility criteria mentioned in Annexure 02 for the period up to 31st March 2027.

The commercially successful vendor among the empaneled vendors will have to deliver the hardware with the following scope:

1. Vendor should be capable of providing the Hardware that is specified under Annexure 16A – 16E (Technical Specifications).
2. All hardware to be supplied with 5 years onsite comprehensive warranty. Warranty of the equipment will start from successful installation of the supplied hardware and sign off of the installation report from bank's team.
3. Supply, commission, install, test, configure and maintain the Intel based Servers and add on components, which are approved by the bank, at various locations identified by the bank. The vendor will also coordinate with Networking and application vendors and provide the necessary assistance for successful installation, integration and functioning of application.
4. Compatibility issues of sub-systems with Operating System, respective drivers, firmware, any other cards to be installed if required, are to be resolved by the vendor.
5. Break-fix support of supplied servers and Operating System upgrades for servers.
6. Timely proactive deployment of latest firmware versions / security patches in coordination with Bank's Managed Service Provider to ensure compliance not below N-1 level. Monthly Status reports are to be submitted towards current status and upgrade activity carried out during the quarter.
7. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed in the servers supplied by the vendor, the same should be done in coordination with Banks Managed Service Provider.
8. Bank's Managed Service Provider will provide configuration details & other inputs to the vendor for configuring the servers. Further the vendor has to support Bank's Managed Service Provider / Application vendor in installing the business applications.
9. The vendor should liaison with Bank's Managed Service Provider and provide service & support of the servers. The service calls will be logged by Bank's Managed Service Provider & the vendor need to support & service the same in coordination with them.
10. Bank will be procuring the said hardware from the successful vendor however the vendor should coordinate with the Bank's Managed Service Provider for providing necessary support for any break fix calls and other services.
11. Bank will have periodic review of technology. Vendor will supply the models approved as per technical aspects. In case any of the models becomes obsolete, then Vendor will provide the latest model available at no extra cost to Bank.
12. The Bank reserves the right to shift the equipment to a suitable location depending

upon the need. The vendor will arrange to shift the equipment and install and commission the same at the shifted location. Bank will bear transportation & transit insurance cost only in respect of shifting for already installed machines. The warranty / AMC of the equipment will continue from the new location as the case may be & the vendor needs to provide service & support of the same from the new location.

13. All the parts of items supplied would be covered under comprehensive warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of vendor to fill up the gap.
14. Vendor should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 5 years for servers from the date of its supply.
15. Vendor has to guarantee minimum uptime of 99.9% and shall execute service level agreement for the same (However the required uptime shall be defined by the Bank at the time the commercials are invited from the empaneled vendors).
16. Vendor will generate the configuration / specification report from the Servers and present the printout of same along with installation report to the bank for their verification & record.
17. Vendor has to undertake BIOS upgrade wherever the requirement is felt by the Bank. Warranty / AMC would cover maintenance patches / bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any ordered for hardware.
18. Vendor has to co-ordinate and co-operate with the managed service provider for installation of Anti-Virus when the server is installed for the first time and thereafter resolution of virus related issues in coordination with the Bank's managed service provider.
19. Vendor should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards / ports, UPS, environmental conditions, illumination etc.
20. Vendor needs to provide their offer in case Bank desires for buy back of Servers which shall be at Bank's discretion in working / non-working condition at various locations of the Bank.
21. Vendor will have to ensure that the old Servers under the buyback will be taken to their respective plants and scrapped strictly under the "E-Waste (Electronic Waste) scrapping methods using ecofriendly processes authorized by the Pollution control board and as per the E-Waste management and handling rules issued by Ministry of Environment & Forests and other government agencies from time to time.
22. The system must be capable of scaling up at a later stage as and when required by the Bank.
23. To ensure that the installation & configuration of the servers supplied are in line with the banks hardware baseline document.
24. If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for

proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank.

25. The vendor's scope includes installation / reinstallation / deinstallation of the Operating System (procured by the Bank) in the servers supplied by the vendor.

Bank under the existing RFP will have the right to order HW / SW for its sponsored Regional Rural Banks (RRBs) & Bank's Subsidiaries and the vendor should be in a position to supply, install and support the HW / SW as per the requirement of Bank RRBs & Bank's Subsidiaries. The Purchase Order & Payment will be released by respective Regional Rural Banks (RRBs) & Bank's Subsidiaries.

Annexure 12 – Service Levels

This Service Level Document is developed to provide Bank with optimal services rendered by the vendor.

Vendor should be capable of providing an uptime of 99.90% (during Warranty period), calculated on a quarterly basis. However the required uptime shall be defined by the Bank at the time the commercials are invited from the empaneled vendors.

- Uptime percentage** - 100% less Downtime Percentage
- Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a quarterly basis.
- Total Available Time** - 24 hrs per day for seven days a week
- Unavailable Time** - Time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically.

For SLA purpose a quarter will be treated as 90 days. If the vendor fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty. If the uptime is below 99.9%, the Bank shall have full right to terminate the contract under this RFP.

Penalty

The selected Vendor shall perform its obligations under the agreement entered into with the Bank, in a professional manner. In the event of failure of maintaining the uptime SLA and Warranty terms, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of break-down message over telephone / SMS or by e-mail / fax till the system becomes functional or standby is provided. The selected vendor will provide onsite service of the equipment (except spares) once every 3 months during the warranty period.

During the warranty and AMC period, for every fall of 0.1% above the permissible level of 99.90% (or as defined while seeking commercials) down time on quarterly basis, penalty will be levied @ 0.1% of the price of the machine subject to maximum 10% of the price of the machine per quarter.

The overall penalty on account of service level default is capped to a max 20% of the TCO value of that specific item.

These penalty charges will be deducted from the Bank guarantee offered as security deposit or from any Bill payable to the Vendor. Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the vendor under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

Note: If equivalent standby is provided that will not be considered as downtime to the maximum period of 7 working Days.

Annexure 13 - Performance Guarantee

BANK GUARANTEE (FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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

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

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

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

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

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

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

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

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./- (Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the

provisions of Bank Guarantee.

7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs...../- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of
Branch Manager
Seal and Address

Annexure 14 - Bank Guarantee for early release of retention money

BANK GUARANTEE (FORMAT OF BANK GUARANTEE)

To

Chief General Manager (IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai
400051

Dear Sir,

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

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs./- (Rupees only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Nationalized Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs./- (Rupees only) representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we (Bank) having our head office at and amongst other places, a branch at (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we (bank) shall on demand, pay BOB without any demur Rs./- (Rupees only) and notwithstanding any right the vendor may have against BOB or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the vendor, indulgence shown to the vendor by BOB, with or without the consent and knowledge of the Guarantor or

by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs./- (Rupees only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this day of..... 20..... at

For and on behalf of..... (Bank).

Authorised Signatory in favor of the Bank

Designation

Annexure 15 - declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

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

Sir,

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

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

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

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."

2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of

assigned work under this engagement without the prior permission of bank.

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

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us 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:

Vendor'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)

2.

3.

Annexure 16 - Integrity Pact

PRE CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT ON NONJUDICIAL STAMPED PAPER)

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 a one of the nationalized PSU Bank having its presence through its 8100+ of number of branches and 95+ administrative offices throughout India and 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers / vendor.

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

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

Section 1 - Commitments of BOB

- 1) The BOB commits 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 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 competent and credible Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) 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 BIDDERS and the BIDDERS 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.



Request for Proposal for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.
RFP No. BCC:IT:PROC:116:06 dated 2nd April 2024

(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)

Witness2:

(Name & Address)

Annexure 17 – Security Deposit

BANK GUARANTEE

(format of bank guarantee in lieu of security deposit for empaneled vendors)

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

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

AND WHEREAS, in terms of the conditions as stipulated in the Empanelment Letter (EL) and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the vendor is required to furnish a Bank Guarantee by a Public Sector Bank in India in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the Empanelment Letter (EL) and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

AND WHEREAS at the request of the Vendor, WE,, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its Office at and a branch inter alia at..... India have agreed to issue the BANK GUARANTEE.

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

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs...../- (Rupees)

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

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

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

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

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

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

Guarantee.

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

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

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

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

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

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

13. Notwithstanding anything contained herein above;

a) our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)

b) this Bank Guarantee shall be valid and remain in force upto and including the date and

14. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

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

Dated this the day of, 20.....

For and on behalf of

Branch Manager
Seal and Address



Request for Proposal for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.
RFP No. BCC:IT:PROC:116:06 dated 2nd April 2024

Annexure 18 - Annual Eligibility Evaluation Form

(This letter should be submitted by Successful Empanelled Vendor every year on co.'s letterhead 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,

Re: RFP for Proposal for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

1. Name of the Vendor:
2. It is hereby certified that:
 - a. We continue to be engaged in the field of Servers.
 - b. There is no change in status of eligibility criteria / technical criteria furnished by us at the time of empanelment.
 - c. Our Company has achieved turnover of Rs._____ crore and net profit of Rs._____ during last financial year ended.
 - d. Our company has not been blacklisted / debarred by any Statutory or Regulatory Authorities since submission of our last declaration.
 - e. We continue to agree with the terms and conditions of empanelment vide Bank's letter No. _____ dated _____ laid down by the Bank.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Enclosed:

Reference Letters / purchase order received during last one year enclosed.

Audited copies of financial year related to this year are enclosed.

Annexure 19 – Technical Specification Sheet

Annexure 19A - Rack Server (Type A)

Required Minimum Specifications "Rack Server Type A"		OEM's compliance (Yes / No)	OEM's remarks
Hardware	Make & Model of Server – _____		
Form Factor	Rack mountable with rack mount kit and rails		
CPU	Latest Generation Intel Platinum / Gold / Silver Series Family Processors		
CPU Frequency	<i>Details will be specified at time of commercial invitation</i>		
Cores	<i>Details will be specified at time of commercial invitation</i>		
No. of CPU	Min. 2 (Two) scalable to Max. 4 (Four)		
CPU Expandability	Capable to accommodate 4 processor		
Chipset	Latest server class compatibility chipset		
Cache	<i>Details will be specified at time of commercial invitation</i>		
Memory	<i>Details will be specified at time of commercial invitation</i>		
Memory Expandability	Expandable to Max. 2 TB		
Memory slot	Min. 12 DIMM slots per CPU		
SSD	<i>Details will be specified at time of commercial invitation - Hot plug SSD</i>		
SSD Expandability	Expandable to min 3.6TB SSD		
SSD slot	Min. 2 Hot plug SSD drive bays		
Storage controller	Integrated PCIe 3.0 based hardware RAID controller with Min 1GB cache with capacitor based backup or battery backup unit and should support RAID 0 , 1, 1+0 & 5		
Network controller & HBA card	The server should offer Min. 4 x 10G Ethernet, Min. 4 x 10G Fiber, Min. 2 x FC HBA card with quad port (port speed should be 32G or higher) or Min. 4 x FC HBA card with dual port (port speed should be 32G or higher) & 2 x1G Ethernet for Mgmt./Console		
PCI slots	Min. 3 PCIe 3.0 slot		
I/O interface	Min. 2 USB 3.0 port, Min. 1 I/O port		
Graphics	Integrated Video Controller , Video modes up to 1920 x 1200, min. 16MB video memory		
Remote Management	System remote management should support browser based graphical remote console and virtual power button		
	Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser		
	Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication		
	Should be possible to remotely manage server		
	Server should support access rights for administrators		

	Server should support agentless management using out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates		
	The server should support features which monitors and records changes in the server hardware and system configuration		
Server Management	The system management software should provide role based security		
	The server management software should be of the OEM makes as of the server supplier		
	Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes		
	Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components		
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.		
	Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts		
	Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices		
	Should support the reports to be saved in HTMS,CSV or XML format		
	Should be compatible with Banks HP Open View Tool		
Security	Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI		
Compliance	Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant , TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 4.0 or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), Triple Data Encryption Standard (3DES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent		
Operating System Certification	Microsoft Windows server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), VMWare ESX 6.7 or above		
Virtualization Software Support	VMware, Microsoft Hyper-V, Red Hat KVM		
Power Cord	Male & Female Type Power Cord		

Annexure 19B - Rack Server (Type B)

Required Minimum Specifications "Rack Server Type B"		OEM's compliance (Yes / No)	OEM's remarks
Hardware	Make & Model of Server – _____		
Form Factor	Rack mountable with rack mount kit and rails		
CPU	Latest Generation Intel Platinum / Gold / Silver Series Family Processors		
CPU Frequency	<i>Details will be specified at time of commercial invitation</i>		
Cores	<i>Details will be specified at time of commercial invitation</i>		
No. of CPU	Min. 1 (Two) scalable to Max. 2 (Four)		
CPU Expandability	Capable to accommodate 2 processor		
Chipset	Latest server class compatibility chipset		
Cache	<i>Details will be specified at time of commercial invitation</i>		
Memory	<i>Details will be specified at time of commercial invitation</i>		
Memory Expandability	Expandable to Max. 2 TB		
Memory slot	Min. 12 DIMM slots per CPU		
SSD	<i>Details will be specified at time of commercial invitation - Hot plug SSD</i>		
SSD Expandability	Expandable to min 3.6TB SSD		
SSD slot	Min. 2 Hot plug SSD drive bays		
Storage controller	Integrated PCIe 3.0 based hardware RAID controller with Min 1GB cache with capacitor based backup or battery backup unit and should support RAID 0 , 1, 1+0 & 5		
Network controller & HBA card	The server should offer Min. 4 x 10G Ethernet, Min. 4 x 10G Fiber, Min. 2 x FC HBA card with quad port (port speed should be 32G or higher) or Min. 4 x FC HBA card with dual port (port speed should be 32G or higher) & 2 x1G Ethernet for Mgmt./Console		
PCI slots	Min. 3 PCIe 3.0 slot		
I/O interface	Min. 2 USB 3.0 port, Min. 1 I/O port		
Graphics	Integrated Video Controller , Video modes up to 1920 x 1200, min. 16MB video memory		
Remote Management	System remote management should support browser based graphical remote console and virtual power button		
	Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser		
	Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication		
	Should be possible to remotely manage server		
	Server should support access rights for administrators		
	Server should support agentless management using out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates		

	The server should support features which monitors and records changes in the server hardware and system configuration		
Server Management	The system management software should provide role based security		
	The server management software should be of the OEM makes as of the server supplier		
	Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes		
	Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components		
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.		
	Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts		
	Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices		
	Should support the reports to be saved in HTMS,CSV or XML format		
	Should be compatible with Banks HP Open View Tool		
Security	Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI		
Compliance	Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant , TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 4.0 or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), Triple Data Encryption Standard (3DES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent		
Operating System Certification	Microsoft Windows server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), VMWare ESX 6.7 or above		
Virtualization Software Support	VMware, Microsoft Hyper-V, Red Hat KVM		
Power Cord	Male & Female Type Power Cord		

Annexure 19C- Blade Server (Type A)

Required Minimum Specifications "Blade Server Type A"		OEM's compliance (Yes / No)	OEM's remarks
Hardware	Make & Model of Blade Server – _____		
Form factor	Full/Half Height Blade		
CPU	Latest Generation Intel Platinum / Gold / Silver Series Family Processors		
CPU Frequency	<i>Details will be specified at time of commercial invitation</i>		
Cores	<i>Details will be specified at time of commercial invitation</i>		
No. of CPU	Min. 2 (Two) scalable to Max. 4 (Four)		
CPU Expandability	Capable to accommodate 4 processor		
Chipset	Latest server class compatibility chipset		
Cache	<i>Details will be specified at time of commercial invitation</i>		
Memory	<i>Details will be specified at time of commercial invitation</i>		
Memory Expandability	Expandable to Min. 3 TB and free slot should be available for upgrade		
Memory slot	Min. 12 DIMM slots per CPU (socket)		
SSD	<i>Details will be specified at time of commercial invitation - Hot plug SSD</i>		
SSD Expandability	Expandable to min 3.6 TB SSD		
SSD Slot	Min. 2 Hot plug SSD drive bays		
Storage controller	Integrated PCIe 3.0 based hardware RAID controller with Min 1GB cache with capacitor based backup or battery backup and should support RAID 0 , 1, 1+0 & 5		
Network controller & HBA card	The blade should offer dedicated 2 x 10/25 GB Dual Port Ethernet Adapter. The blade should offer dedicated 2 x 32 GB Fibre Chanel Ports. OR The blade should offer Min. 2 no's of 100GB or higher bandwidth converged FCoE card. Each FCoE card (Min. 2 x 50G Port or higher) should offer capability of NIC partition of Min. 2 x 8GB or higher Ethernet Ports and Min. 2 x 32GB or higher FC Ports.		
PCI slots	Min. 2 PCIe 3.0 slot		
I/O interface	Min. 1 USB port, Min. 1 I/O port		
Graphics	Integrated Video Controller , Video modes up to 1920 x 1200, min. 16MB video memory		
Remote Management	System remote management should support browser based graphical remote console and virtual power button		
	Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser		
	Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication		
	Should be possible to remotely manage each blade server individually		

	Server should support access rights for administrators for each blade server individually		
	Server should support agentless management using out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates		
	The server should support features which monitors and records changes in the server hardware and system configuration		
Server Management	The system management software should provide role based security		
	The server management software should be of the OEM makes as of the server supplier		
	Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes		
	Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components		
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.		
	Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts		
	Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices		
	Should support the reports to be saved in HTMS,CSV or XML format		
	Should be compatible with Banks HP Open View Tool		
Security	Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI		
Compliance	Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant, TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 4.0 or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), Triple Data Encryption Standard (3DES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent		
Operating System Certification	Microsoft Windows server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), VMWare ESX 8.0 or above		
Virtualization Software Support	VMware, Microsoft Hyper-V, Red Hat KVM		
Power Cord	Male & Female Type Power Cord		

Annexure 19D- Blade Server (Type B)

Required Minimum Specifications "Blade Server Type B"		OEM's compliance (Yes / No)	OEM's remarks
Hardware	Make & Model of Blade Server – _____		
Form factor	Full/Half Height Blade		
CPU	Latest Generation Intel Platinum / Gold / Silver Series Family Processors		
CPU Frequency	<i>Details will be specified at time of commercial invitation</i>		
Cores	<i>Details will be specified at time of commercial invitation</i>		
No. of CPU	Min. 1 (Two) scalable to Max. 2 (Four)		
CPU Expandability	Capable to accommodate 2 processor		
Chipset	Latest server class compatibility chipset		
Cache	<i>Details will be specified at time of commercial invitation</i>		
Memory	<i>Details will be specified at time of commercial invitation</i>		
Memory Expandability	Expandable to Min. 3 TB and free slot should be available for upgrade		
Memory slot	Min. 12 DIMM slots per CPU (socket)		
SSD	<i>Details will be specified at time of commercial invitation - Hot plug SSD</i>		
SSD Expandability	Expandable to min 3.6 TB SSD		
SSD Slot	Min. 2 Hot plug SSD drive bays		
Storage controller	Integrated PCIe 3.0 based hardware RAID controller with Min 1GB cache with capacitor based backup or battery backup and should support RAID 0 , 1, 1+0 & 5		
Network controller & HBA card	The blade should offer dedicated 2 x 10/25 GB Dual Port Ethernet Adapter. The blade should offer dedicated 2 x 32 GB Fibre Chanel Ports. OR The blade should offer Min. 2 no's of 100GB or higher bandwidth converged FCoE card. Each FCoE card (Min. 2 x 50G Port or higher) should offer capability of NIC partition of Min. 2 x 8GB or higher Ethernet Ports and Min. 2 x 32GB or higher FC Ports.		
PCI slots	Min. 2 PCIe 3.0 slot		
I/O interface	Min. 1 USB port, Min. 1 I/O port		
Graphics	Integrated Video Controller , Video modes up to 1920 x 1200, min. 16MB video memory		
Remote Management	System remote management should support browser based graphical remote console and virtual power button		
	Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser		
	Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication		
	Should be possible to remotely manage each blade server individually		

	Server should support access rights for administrators for each blade server individually		
	Server should support agentless management using out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates		
	The server should support features which monitors and records changes in the server hardware and system configuration		
Server Management	The system management software should provide role based security		
	The server management software should be of the OEM makes as of the server supplier		
	Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes		
	Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components		
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.		
	Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts		
	Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices		
	Should support the reports to be saved in HTMS,CSV or XML format		
	Should be compatible with Banks HP Open View Tool		
Security	Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI		
Compliance	Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant, TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 4.0 or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), Triple Data Encryption Standard (3DES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent		
Operating System Certification	Microsoft Windows server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), VMWare ESX 8.0 or above		
Virtualization Software Support	VMware, Microsoft Hyper-V, Red Hat KVM		
Power Cord	Male & Female Type Power Cord		

Annexure 19E - Blade Enclosure

Required Minimum Specifications "Blade Enclosure"		OEM's compliance (Yes / No)	OEM's remarks
Hardware	Make & Model of Blade Enclosure – _____ Make & Model of Other Hardware (if any) – _____		
Form Factor	Min. 8 Blade Servers of Half Height Blade Server		
Blade Chassis	Should support for full height and half height blades in the same enclosure, occupying a max of 10U rack height.		
	Same enclosure should support Intel Platinum, Gold, Silver or equivalent blade servers.		
	Should support Hot Pluggable & Redundant Management Modules with onboard KVM functionality.		
	Should provide a high performance, reliability and availability design in the blade enclosure.		
	Should be able to accommodate the blade servers of specifications mentioned in the proposed Blade Encl.		
	Support simultaneous remote access for different servers in the enclosure.		
Interconnect	<p>Should support simultaneous housing of FCoE (Converged Switch), Ethernet, FC interconnect fabrics offering Hot Pluggable & Redundancy as a feature. The chassis switch should provide the following uplinks:</p> <ul style="list-style-type: none"> • 2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G SFP from day 1 • 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with requirement of 32G FC Connect from day 1 <p>There should be Min. 2 nos. dedicated Switches for redundancy in LAN Switching and Min. 2 nos. dedicated switches for SAN Switching. Based on requirement compatible technology can be provided by OEM supporting maximum number of blade server per enclosure.</p> <p>OR</p> <p>2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G SFP from day 1 AND 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with requirement of 32G FC Connect from day 1 with redundancy using converged technology as per OEM architecture with maximum number of blade servers per enclosure.</p>		
Power Supply	The enclosure should be populated fully with power supplies and should support N + N redundancy configuration, where N is greater than 1.		
Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics.		
System Software	Management / Controlling Soft have to be from the OEM.		
Remote Management	Must provide a remote management functionality to operate the server in both in-band and out-of-band. Must be part of the server without the need to install any additional hardware or software.		

	Must have a real time Virtual KVM functionality and be able to perform a remote Power sequence.		
	Must have the ability for multiple administrators across remote locations to collaborate on the remote session in a server with multiple sessions even in server powered OFF mode.		
Power Management	Must be able to show the actual power usage and actual thermal measurement data of the servers.		
High Availability	100% High Availability should be provided for LAN Switching and SAN Switching		

Note: As part of above Blade Servers and Enclosures vendor needs to clearly mention and quote the required Licenses, SFP Modules or any other hardware for implementation of Servers. These additional Hardware /Licenses should be clearly mention in BOM (Bill of Material).

Proof of Concept (POC)

1. If required Bank may call for POC from the vendors who have submitted the RFP. In the POC the vendor needs to supply & install the server of the same Make & Model proposed in their bid at our Mumbai / Hyderabad Offices.
2. The POC would be done to check whether the proposed model meets the technical specifications as mentioned in Annexure 19.
3. Any bidder who is not complying with the above POC will be technically disqualified.
4. While bank will be responsible for providing configuration details and testing the servers, the vendor has to bear expenses for supply and support of the servers for POC.