



Bank of Baroda

Request for Proposal for Providing End to End Solution to Handle TDS Compliances of Bank and Switching to a Centralized E-TDS System

Bank of Baroda

30th June 2018

RFP Reference: BCC:IT:PROC:110:34

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	30th June 2018
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Arnab Das, Sr. Manager (IT) 2. Contact No. - 022-66983237/ 1556 / 3228 3. Email: rfp.it.procurement@bankofbaroda.com
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	4:00 PM on 4 th July 2018
4	Pre-bid Meeting	2:00 PM on 5 th July 2018 at Bank of Baroda, Baroda Sun Tower, BandraKurla Complex, Mumbai – 400051
5	Mode of bid submission & online portal's URL	Mode: Online URL: https://bobtenders.abcprocure.com
6	Support details of Online Portal facilitator	M/s e-Procurement Technologies Limited Mr. Yashrajsinh Rathod Email: yashrajsinh@auctiontiger.net Phone: +91-79-40016815/800/874
7	Last Date of Submission of RFP Response (Online)	2:00 PM on 20 th July 2018
8	Eligibility Cum Technical Bid Opening Date (Online)	2:30 PM on 20 th July 2018
9	Commercial Bid	The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
10	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand only)
11	Bid Security (Earnest Money Deposit)	Rs. 5,00,000/- (Rupees Five Lakh Only)

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Original Solution Developer (OSD)
2. Annual Maintenance Cost (AMC)
3. Annual Technical Support (ATS)
4. Application Programming Interface (API)
5. Bank, BOB means 'Bank of Baroda'
6. Banking, Financial services and Insurance (BFSI)
7. Central Vigilance Commission (CVC)
8. Customer Relationship Management (CRM)
9. Data Center (DC)
10. Data Recovery (DR)
11. Earnest Money Deposit (EMD)
12. One Time Cost (OTC)
13. Proof of Concept (POC)
14. Proposal, Bid means "Response to the RFP Document"
15. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
16. RFP means the Request For Proposal document
17. Service Level Agreement (SLA)
18. Single Person of Contact (SPOC)
19. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda
20. Total Cost of Ownership (TCO)

Confidentiality:

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

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1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a vendor for providing end to end solution to handle TDS compliances of bank and switching to a centralized E-TDS system.

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.

1.2 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.

1.3 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”) i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 Costs Borne by Respondents

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

1.5 No Legal Relationship

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

1.6 Recipient Obligation to Inform Itself

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

1.7 Evaluation of Offers

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

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

1.8 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in [A] Important Dates.

1.9 Standards

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

1.10 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.

2. RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Money

Application Money as mentioned in “[A] Important Dates – Application Money” by way of Bankers Cheque / Demand Draft / Pay Order favoring Bank of Baroda, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.

2.1.2 RFP Closing Date

RFP Response should be received by the officials as indicated in “[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)” as per the details given in this Section.

2.2 Registration of RFP Response

Registration of RFP response will be affected by the Bank by online mode only. The registration must contain all documents, information, and details required by this RFP. 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.

2.3 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs will not be accepted by the Bank. 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.

2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. 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.

2.5 Contract period

The Contract with the selected vendor will be valid for a period of 5 years from the date of purchase order. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

2.6 Requests for Information

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. All queries / clarifications requested must be addressed in the format as per Annexure 06 – Comments Format only.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in “[A] Important Dates – Last Date of Written Request for Clarifications before the Pre-bid Meeting”

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.

2.7 Notification

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.

2.8 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

2.9 Language of Tender

The Tender prepared by the Vendor, as well as all correspondence and documents relating to the Tender exchanged by the Vendor and the Bank and supporting documents and printed literature shall be in English language only.

2.10 Formats of Bids

The vendors should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the vendors have rendered their services for execution of similar projects.

2.11 Timeframe

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.

2.12 RFP Response Submission Details

Bidder should submit their Eligibility Cum Technical and Commercial bids Online i.e. through <https://bobtenders.abcprocure.com>.

Application Money as mentioned in “[A] Important Dates – Application Money” must be deposited through RTGS (Real Time Gross Settlement) / NEFT as mentioned in the clause 2.10. Vendor should submit the bid security as mentioned section 2.9 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.

Commercial Bid - Annexure 13 (Commercial bid must be sealed and signed by authorized signatory by the bidder and must be submitted through online mode and after encryption by e-signer tool only).

IMPORTANT POINTS TO BE NOTED

- ▶ The Commercial bid submission as part of the RFP response without encryption are

liable to be rejected.

- ▶ The RFP response documents should be submitted through online mode.
- ▶ The proposal should be prepared in English in MS Word / Excel / Powerpoint format.
- ▶ All letters must be addressed to the following:
The General Manager,
Chief Technology Officer
& Head IT Projects & CRM
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51
- ▶ Only one submission of response to RFP by each Respondent will be permitted.
- ▶ All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- ▶ The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.
- ▶ Unsigned responses would be treated as incomplete and are liable to be rejected.

2.13 Earnest Money Deposit

The vendors will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the bank in point “[A] Important Dates – Bid Security (Earnest Money Deposit)”. The earnest money deposit is required to protect the Bank against the risk of Vendor’s conduct.

The Bid Security shall be denominated in the Indian Rupees only and shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring **BANK OF BARODA, BANK ACCOUNT NO. 29040400000418, BANK IFSC CODE - BARB0BANEAS** or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in the form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The bid security money deposit of a vendor may be forfeited or the bank guarantee in lieu of RTGS/NEFT may be invoked by the Bank:

- a) If the vendor withdraws its bid during the bid validity period.
- b) In case of the successful vendor, if vendor fails to:
 - i) sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever
 - ii) Furnish performance guarantee within 30 days from the date of Bank placing the order or signing the contract whichever is earlier for any reason whatsoever.

Unsuccessful Vendor’s - Earnest 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 earnest money deposit to unsuccessful Vendors.

Successful Vendor – Earnest money deposit or bank guarantee will be discharged upon the vendor furnishing the performance guarantee. The EMD of the successful vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the 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.

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs, Government of India provisions shall be considered while evaluating the tender.

2.14 Commercial Bid

- ▶ 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.
- ▶ The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in Annexure 13.
- ▶ 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. Project Details

3.1 Introduction & Project Overview

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 5500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda is floating the RFP for selection of vendor for providing end to end solution to handle TDS compliance of bank and switching to a centralized E-TDS system and filing of Annual Information Return (AIR)

Bank intends to have a solution to cater the needs of the Bank related to ETDS. The tax has to be deducted at source in compliance with the Income Tax Act and Rules, from Depositors, Vendors, Employees and Pensioners. Such deduction has to happen at different Levels like Head Office, Corporate Office, Zonal Office, Regional Offices and Branches and other offices like Zonal Audit / Inspection Office, Service Branches, Training Centers, etc.

At present we are having approximately 5600+ branches/offices in PAN India basis and are registered branch/office wise in order to comply with Income tax guidelines i.e. we have approx. 5400+ TANs , Bank has to file different types of TDS returns viz, 24Q/26Q/27Q, filing of returns of Form 15G/15H for all its TANs and filing of Annual Information Return. Presently Bank is handling approximately 2 crores records per quarter, which is increasing continuously. The exact number of records per quarter may vary as per applicability of Income Tax Rules enforceable at the time of filing returns.

Presently the branches/offices are depositing TDS individually (TAN wise) and submitting TDS returns accordingly. UIN is also generated branch/TAN wise.

The nature of payment for which TDS is to be deducted can be divided in to three categories, viz., (a) Salary; (b) Interest on Deposits and (c) Other Payments

Salary – is paid centrally at HO and TDS deduction and deposit into Govt. account as well as filing of e-TDS return is taken care by Corporate Taxation Department.

Interest on deposits – Deduction of TDS on interest on deposits is made through the CBS system automatically, at the time of payment / provision, whichever is earlier; amount deducted is accounted at branch level. Deposit of TDS in the Govt. account and filing of e-TDS return is undertaken by the respective branches.

Other Payments – TDS on Payments other than salary & interest are being paid by branches through a specific menu who take care of GST and TDS compliance with regard to deduction of Tax.

The Tax so deducted has to be remitted to Government through branches or via a Nodal Branch through Internet. Different Tax Rates, different threshold limits, etc would have to be considered while making such TDS. After remittance of Tax so deducted, at the end of each quarter/specified period, for each branch an Electronic Return to be generated in

accordance with the Scheme given by Income Tax Department and be submitted to the Income Tax Department through the TIN network.

The Bank requires Enterprise level license software package, without any limitation in respect of no. of Branches/Zonal Offices/ Regional Offices, TAN numbers, no. of employees etc, to centralize the process. The bank intends:

- To Centralized TDS compliance at Regional office level. Currently, we have 76 regions.
- Remittance of TDS as well as filing of TDS returns are to be done initially Region TAN wise which will be subsequently consolidated at Corporate Office level - TAN centrally.
- To centrally file the return in Form 61 based on the Form 60 data captured from the Banks data source.
- To centrally file return in Form 61A (Specified Financial Transactions) & Form 61B (Reporting under FATCA & CRS) based on the data captured from the Banks data source.
- Preparation, generation, uploading of e-TDS returns & downloading of Form 16A for all the branches shall also be centralized
- To facilitate bank in clearing at defaults of various TANs so as to surrender the Branch wise TAN to IT Department. Till the TAN of branches are surrender the selected vendor is to file NIL return for all the branches.

The Bank requires Enterprise level End to End solution to file various TDS and related returns in compliance with the Income Tax guidelines without any limitation in respect of number of Branches/ Regional Offices / Zonal Offices/ TAN numbers, no. of employees etc.

Hence, in light of the above facts, Bank invites technically eligible and commercially competitive proposals from experienced and reputed Service Providers having requisite software solution / application and technical expertise for providing “End to end solution to handle the TDS compliances of the Bank and switching to a Centralized E-TDS system” in our Bank.

In addition to the above requirements, the selected bidder(s) will also be required to provide the solution and services to Bank’s subsidiaries/ associates and sponsored RRBs at the same rate for which they would be required to enter into separate contract with them.

3.2 Purpose

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 bid document, hereinafter called RFP, to eligible Vendors, hereafter called as ‘Bidders or Vendors’, to participate in the competitive bidding for providing end to end solution to handle TDS compliance of

bank and switching to centralized E-TDS system. 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 technical requirement as mentioned in RFP. The participating vendor must agree all our terms & conditions mentioned under this RFP.

3.3 Project Scope

Bank will award the contract to the successful vendor and the vendor should deliver the service as per scope Annexure 10.

3.4 Infrastructure

The Vendor needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the Annexure 10 – Technical Requirement (Project Scope) and propose the same as part of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor.

However the complete implementation, maintenance and support for Centralized E-TDS system shall be part of the scope of the vendor.

As part of the technical proposal the vendor needs to provide complete details for Centralized E-TDS system. The vendor must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active- Active cluster at DC & Active-Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

Vendor needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. The details should include.

- 1) List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).
- 2) Details of redundancy and security setup
- 3) Application architecture along with a detailed diagram including the infrastructure setup.
- 4) Implementation procedure / road map.
- 5) Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

The Vendor is responsible to arrive at the sizing independently based on the volume and

the growth indicated in the Annexure 10 – Technical Requirement (Project Scope). The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

Enterprise license on proposed Solution (Centralized E TDS System)

The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

The Vendor will supply, implementation, maintain and support the complete Upgraded Centralized E TDS System.

3.5 Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

The vendor needs to submit the technical architecture relating to data replication between primary and secondary site.

3.6 Service Levels and Uptime Guarantee

For details, please refer to Annexure 11 that provides the service levels of Upgrading Centralized E TDS system.

4. Evaluation process

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

- ▶ Stage 1 –Eligibility Bid evaluation
- ▶ Stage 2 - Evaluation methodology for eligible bidders
 - Technical Bid Evaluation
 - Commercial Bid Evaluation
 - Weighted evaluation

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

4.1 Eligibility Bid

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure 2 – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof.

4.2 Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

- **Technical Bid Evaluation**

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the vendor must score a minimum of 80% compliance in Functional and Technical Specifications compliance. Even if the vendor meets the 70 mark cut-off and does not meet this criterion of 80% compliance, the vendor would have deemed not to be meeting the RFP Functional and Technical requirements. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores
The number of Implementations carried out in India in the last 3 years starting from 01-04-2015 till RFP submission date **	For each Implementation 4 marks	20
	Proof of such work and completion of implementation should be submitted along with the response.	
Technical/Functional Specifications compliance	As per Technical/Functional Scoring Sheet in Annexure 10	50
Technical Presentation on Proposed Solution by the Bidder	Technical presentation will be evaluated on the following parameters: <ol style="list-style-type: none"> 1. Proposed Solution (4 Marks) 2. IT architecture and approach & methodology (4 Marks) 3. Resource Planning (4 Marks) 4. Project Governance and Project Team (4 Marks) 5. Future Scalability (4 Marks) 	20
Product Demo	Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria for demonstration (but not limited to) given in Annexure 10	10
TOTAL MARKS		100

****Copies of Work order / contract agreement and client reference to be provided. Please note, work order for end to end implementation of TDS compliances would be considered.**

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned

above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

○ **Commercial Bid Evaluation**

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

- ▶ The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.
- ▶ The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.
- ▶ Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of the Present Value calculation for that year. Further the payment of the OTC component / service not being recurring in nature hence the present value for that component / service will be considered in the year of purchase only and not in subsequent years.

○ **Weighted Evaluation:**

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

A score (S) will be calculated for all qualified bidders using the following formula:

$$\frac{C_{low}}{C}100X + T(1 - X)$$

C stands for discounted rate arrived basis of commercial evaluation;

C_{low} stands for the lowest discounted rate arrived basis of commercial evaluation.

T stands for technical evaluation score and

X is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	$T * 0.70$ (A)	$[(Clow / C) * 100] * 0.30$ (B)	Score (S = A +B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86
3	CCC	90	110	63	27.3	90.3

In the above example, Clow is 100.

In the above example, CCC, with the highest score becomes the successful bidder.

In case of more than one vendor with equal highest score (S) upto three decimal, then number of decimal will be increased.

5. Terms and conditions

5.1 General

5.1.1 General Terms

- 5.1.1.1 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- 5.1.1.2 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.
- 5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the vendor responses would not be incorporated automatically in the tender document.
- 5.1.1.4 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.

5.1.2 Rules for Responding to this RFP

- 5.1.2.1 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.
- 5.1.2.2 Bid response after the due date / time would not be allowed to submit by online e-procurement application.
- 5.1.2.3 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 commercial bids
- 5.1.2.4 All responses including commercial and technical bids 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.
- 5.1.2.5 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- 5.1.2.6 The vendor may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the vendor subsequent to the closing date and time

for submission of the offers.

- 5.1.2.7 The vendor is 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.
- 5.1.2.8 Based on the Bank’s requirements as listed in this document, the vendor should identify the best-suited solution that would meet the Bank’s requirements and quote for the same. In case the vendor quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.
- 5.1.2.9 Vendor must furnish requirements as per the formats provided in the RFP document.
- 5.1.2.10 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.
- 5.1.2.11 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.
- 5.1.2.12 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 Vendor free of cost.
- 5.1.2.13 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution/services. The Bank’s interpretation will be final.
- 5.1.2.14 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.
- 5.1.2.15 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.

5.1.2.16 The vendor 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. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

5.1.3 Price Bids

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

5.1.3.2 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.

5.1.3.3 Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.3.4 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, the 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.

5.1.3.5 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 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.

5.1.3.6 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”. Vendor should ensure that the project should not suffer for any reason.

5.1.3.7 The Bank will consider the Total Cost of Ownership (TCO) over a 5 year period. However, the contract would be valid for a period of 5 years from the date of purchase, and any residual payment during that period would be adjusted on a prorate basis.

5.1.4 Price Comparisons

5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 The successful vendor will be determined on the basis evaluation mentioned in Clause 4 above.

5.1.4.3 Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. 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 technically short-listed vendors to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed 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.

5.1.4.4 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:

5.1.4.4.1 Prices quoted by the Vendor should be inclusive of all taxes, duties and levies etc. except GST which will be paid extra. The Vendor is expected to provide a

breakup of the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types in both the commercial and masked bids and tax percentage in commercial bid.

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

5.2 Bid Security and Performance Guarantee

5.2.1 Set-off

- 5.2.1.1 Without prejudice to other rights and remedies available to BOB, BOB shall be entitled to set-off or adjust any amounts due to BOB under this project/ assignment from the successful bidder against payments due and payable by Bank to the Service Provider for the services rendered.
- 5.2.1.2 The provisions of this Clause shall survive the termination of this Agreement.

5.2.2 Performance Guarantee

- 5.2.2.1 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 12](#) to the extent of 10% 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.
- 5.2.2.2 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.
- 5.2.2.3 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.
- 5.2.2.4 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.

5.3 Others

- 5.3.1 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.

- 5.3.2** 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.
- 5.3.3** 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 vendor is 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.
- 5.3.4** The vendor must strictly adhere to the delivery dates or lead times identified in their proposal. 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.
- 5.3.5** 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 solution/services to be supplied in response to this RFP shall meet the vendor's proposed solution/services 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.
- 5.3.6** The Vendor shall represent that the solution/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 solution 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.

5.3.7 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.

5.3.8 The Bank and the vendor covenants and represents to the other Party the following:

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

5.3.8.2 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.

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

5.3.8.4 Will not violate or contravene any provision of its documents of incorporation;

5.3.8.5 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;

5.3.8.6 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;

5.3.8.7 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.

- 5.3.9** 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.
- 5.3.10** 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.
- 5.3.11** 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
- 5.3.12** 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.

5.4 Other RFP Requirements

- 5.4.1** 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 including eligibility criteria 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.
- 5.4.2** 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.
- 5.4.3** The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.4.4** Vendors shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in "[A] Important Dates – 2. RFP Coordinator", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will

remain anonymous.

- 5.4.5** 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 technical 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.
- 5.4.6** 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.
- 5.4.7** 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
- 5.4.8** 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 technical information of the product 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.
- 5.4.9** 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.
- 5.4.10** Right to Alter– Bank reserves the right to alter the requirements 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.
- 5.4.11** **Inspections and Tests** (No clause in “Inspection and Tests” clause shall in any way release the Bidder from any warranty or other obligations under this Contract.)
- 5.4.11.1 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.

- 5.4.11.2 Should any inspected or tested Goods / deliverable 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.
- 5.4.11.3 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.
- 5.4.12** Incidental Services - The Bidder 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.
- 5.4.13** If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical 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 technical bid.
- 5.4.14** There will be an acceptance test by the Bank or its nominated consultants after implementation of this assignment. In case of any discrepancy found in service offered during the implementation, 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.
- 5.4.15** Undertaking on Information Security ([Annexure 09](#)) - The Vendor should furnish a letter both from the original equipment manufacturer / Original Software Developer (wherever applicable) and also from the Vendor's end providing an undertaking on Information Security of Authenticity for the solution supplied. This undertaking from both OEM and the vendor is on Information security as per regulatory requirement.
- 5.4.16** The Vendor shall perform its obligations under this assignment as an independent contractor, and may not engage subcontractors to perform any of the Deliverables or Services without prior permission from the Bank. Neither this RFP nor the Vendor's performance of obligations under this RFP 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.
- 5.4.17** 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.

5.5 Corrupt and Fraudulent Practices

5.5.1 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.

5.5.2 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.

5.5.3 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.

5.6 Authorized Signatory

The selected vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor 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 vendor shall furnish proof of signature identification for above purposes as required by the Bank.

5.7 Terms of Reference

5.7.1 Delivery

Centralized E-TDS system setup must be implemented as per project scope within a period of 3 months in totality.

In case the individual phase wise deadlines are not met for reasons attributable to vendor then the Vendor will have to pay penalty to Bank of Baroda @ 1% of particular phase implementation cost inclusive of all taxes, duties, levies etc., per week or part thereof, for

late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Bank of Baroda reserves the right to cancel the entire order.

Any deliverable has not been implemented or not operational for reasons attributable to vendor on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

5.7.2 Ownership, Grant and delivery

The Vendor shall provide to the Bank the Source code, object code / executable code which shall be exclusive, transferable, enterprise wide perpetual property of the Bank for all the software to be provided as a part of this project and / or as part of any Change Request in the future. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries, associates both domestic & international and present & future RRBs.

The software shall specifically include right

- A.** To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank. The Intellectual Property Rights on the developed software code will be exclusively with the Bank.
- B.** To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.
- C.** To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.

Delivery: The Vendor, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program

Documentation including operation manual and training material. The Vendor, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Vendor, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual and training material. The Program Documentation shall consist of required number of User Manuals per branch / service Center / office / extension counter, Near Site, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the Vendor to the Bank both in hard copy form (except where hard copies are not available) and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the Vendor under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

- D.** The grant of license by the Vendor herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

Except as specifically agreed by and between Vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Vendor or its Licensors and be the sole and exclusive property of the Vendor or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Vendor or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Vendor from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

- E.** Rights: The Vendor shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Vendor shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the

incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Vendor shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Vendor, despite notice of such failure by the Vendor in writing, (ii) any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Vendor of such misuse in writing.

Vendor is the Prime Vendor for purposes of all deliverables and services, with the single-point responsibility for the same. Should the software provided by the Vendor be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the Vendor should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the Vendor is in breach of the Vendor's warranty and obligation.

5.7.3 Payment Terms

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

The payment will be released as follows:

a) Software Licenses

- 100% of the license cost on delivery of Software Licenses plus GST at actuals. The required documents to be provided along with original invoice:
 - Original delivery Challans dully stamped and signed by the Bank Official.
 - Original receipt of GST wherever applicable.

b) Implementation Cost (OTC)

- 70% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project

Manager & vendor representative.

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

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

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

5.8 Service Level Agreement and Non-Disclosure Agreement

The successful bidder 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 bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

The 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.

5.9 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 email.
- ▶ 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.

6. General Terms and Conditions

6.1 Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and 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.

6.2 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- ▶ Relates to the Disclosing Party; and
- ▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- ▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- ▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender

and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the vendor is bound to maintain the confidentiality.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- ▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of Providing End to End Solution to Handle TDS Compliances of Bank and Switching to a Centralized E-TDS System as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or
- ▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, and contractors who are directly involved in

the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.

- ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- ▶ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - d) To the 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
 - e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise

agree to the timing and content of such disclosure

- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank. The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

6.3 Information Ownership

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

6.4 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

6.5 Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

6.6 Dispute Resolution

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

If the Bank project manager / director and vendor 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 vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor 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.

In the event of any dispute and or the commencement of arbitration proceedings the

successful Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

6.7 Force Majeure

The vendor 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 vendor and not involving the vendor’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 vendor 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 vendor shall continue to perform vendor’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.

If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

6.8 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 Vendor:

- ▶ 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 Vendor 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.
- ▶ Supply of sub standard materials/ services ;
- ▶ Delay in delivery / installation / commissioning of services.
- ▶ If deductions of penalty exceeds more than 10% of the total contract price.

This Tender or subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- ▶ The other Party becomes 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 other Party and such appointment continues for a period of twenty one (21) days;
- ▶ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or The other Party 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 Vendor at least 30 days prior notice in writing.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

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

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

- ▶ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

- ▶ The rights granted to Vendor shall immediately terminate.
- ▶ Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavors to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- ▶ Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

In the event the Bank terminates the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered

upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

The Bank will provide the selected vendor a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 30 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- ▶ The amount of penalties has exceeded the overall cap of 5% of the total contract value in any year during the contract period.
- ▶ Failure of the vendor make good the situation within the remedy period
- ▶ Amount of total penalties exceed overall cap of 20% of the fixed quarterly payment in any quarter
- ▶ The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.

In case of order cancellation, any payments made by the Bank to the Vendor for unacceptable deliverables would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

As part of Reverse Transition Services, Bank shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor's subcontractor.

6.9 Contract Review

The Bank desires to appoint the successful vendor for a total period of 5 years, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safe guard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the successful vendor and the Bank will cause cessation of services. Only by mutual consent the services can be withdrawn. This would include a well-defined

reverse transition mechanism, which would normally require 3 to 6 months and will contain

- ▶ Procedures for transition and migrating to the new service provider
- ▶ Time frame for parallel run

Skill transfer mechanism and in specific cases the human resources requirement.

6.10 Subcontracting

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

6.11 Indemnity

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

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- ▶ an act or omission of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors
- ▶ Material 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 Vendor under this RFP; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Vendor or its employees.

The Vendor shall at its own cost and expenses defend or settle 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,

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

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.

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 Vendor, 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 Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

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

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

6.12 Compliance with Laws

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender.

Compliance in obtaining approvals/permissions/licenses: The vendor 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 vendor.

The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.13 Limitation of Liability

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

6.13.2 Service Provider's liability in case of loss suffered by Bank on account of claims against the Bank resulting from Willful Misconduct or Gross Negligence arising due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

6.13.3 "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

6.13.4 "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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

6.13.6 Under no circumstances shall either party be liable to the other for any loss of business, goodwill or profits even if such party has been advised of such damages

6.14 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 vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the vendor will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

6.15 Inspection of Records

All vendor 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 vendor 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. Bank/ Bank's appointed External auditors/ Regulators have right to audit and right to examine the facilities, activities and assets (hardware and software).

6.16 Assignment

The vendor agrees that the vendor 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 vendor'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 vendor under this RFP.

6.17 Publicity

Any publicity relating to the work to be carried out in BANK is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Bank. All the bidders must give a declaration in this regard duly signed by them.

6.18 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

6.19 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 sent 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.

6.20 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.

6.21 Severability

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

6.22 Vendor's Design Liability

The Vendor shall carry out all and any works and services to give sufficient details for the construction or installation of the Works so as to ensure that the materials/equipment selected by the Vendor is in compliance with the Contract requirements, particularly those in the Project Overview and Technical Summary and on the Drawings, and the Works are workable as a whole in compliance with the performance requirements of all testing and commissioning and integrated system tests as stipulated in the Contract.

6.23 No implied deviation

The Bank expects the vendor to adhere to the terms of this RFP document, Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the vendor responses would not be incorporated automatically in the tender document.

All responses including commercial and technical bids 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.

6.24 The bid submission by related parties

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

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by two or more partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management
- e) In the case of software or hardware Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

6.25 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.

6.26 Bank of Baroda reserves the right to:

- a) Reject any and all responses received in response to the RFP

- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technicalities.

No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

7. 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.

8. Instructions to Vendors - E TENDERING

8.1 General Instructions:

To view the Tender Document along with this Notice and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: <https://bobtenders.abcprocure.com>

The Vendors participating first time for e-Tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-Tendering portal. A link for enrolment of new vendors has been provided on the above link. All prequalified vendors interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the vendor's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission) please contact Bank of Baroda e-Tendering Help Desk on: 079-40270579/80/59/96 or mail: yashrajsinh@auctiontiger.net / rfp.it.procurement@bankofbaroda.com.

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

8.2 Purchase and Downloading of Tender Document

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

Only those Tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the section 2.11.

8.3 Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted.

9. Guidelines to Contractors on the operations of Electronic Tendering System of Bank of Baroda ([https://bobtenders.abcprocure.com /](https://bobtenders.abcprocure.com/))

9.1 Pre-requisites to participate in the Tenders processed by BOB:

9.1.1 Registration of Contractors on Electronic Tendering System on Portal of BOB:

The Contractors **Non Registered** in **BANK OF BARODA** and interested in participating in the e-Tendering process of **BOB** shall be required to enroll on the Electronic Tendering System. To enroll contractor has to generate User ID and password on the (<https://bobtenders.abcprocure.com>)

i) Registration of New Contractors:

<https://bobtenders.abcprocure.com/EPROC/bidderregistration>

The Contractors may obtain the necessary information on the process of Enrollment either from **Helpdesk Support Team: 079-40270579/80/59/96** or may download User Manual from Electronic Tendering System for **BOB**. i.e. <https://bobtenders.abcprocure.com>

9.2 Preparation of Bid & Guidelines and functionalities of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a **Digital Certificate (Class – II or Class – III)**. This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System. **This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)**

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

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

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on

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

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

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

9.2.1 Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above

Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

9.3 Steps to be followed by Contractors to participate in the e-Tenders processed by BOB

9.3.1 Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by BOB on the home page of BOB e-Tendering Portal on <https://bobtenders.abcpocure.com>

9.3.2 Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

9.3.3 Online Submission of Tender:

Submission of Bids will be preceded by Online Submission of Tender with digitally signed

Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a. The Contractors upload a single documents uploadable option.
- b. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- c. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d. This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on <https://bobtenders.abcproure.com>

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial.

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

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow bank to decrypt document.

9.3.4 Close for Bidding:

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

9.3.5 Online Final Confirmation:

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

9.3.6 Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by email.

9.3.7 Opening of the Financial Bids:

The Contractors may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the BOB e-Tendering Portal after the completion of opening process.

9.3.8 Tender Schedule (Key Dates):

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

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

Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	Vendor to provide
2	Eligibility criteria compliance with vendor comments	Annexure 02
3	Credential letters / Purchase orders / Supporting documents	Vendor to provide
4	Application Money Transaction Details (NEFT/RTGS)	Vendor to provide
5	Bid Security Letter	Annexure 03
6	Bid Security (Earnest Money Deposit) Or Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	Vendor to provide Transaction Details (DD) Or Annexure 04
7	Undertaking Letter	Annexure 05
8	Conformity Letter	Annexure 07
9	Letter of Undertaking from OEM/ OSD	Annexure 08
10	Undertaking of Information Security	Annexure 09
11	Executive Technical Summary: Should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should inter-alia provide i) An overview of Vendor's organization and position with regards to Centralized E-TDS system ii) Brief description of the unique qualifications of the Vendor iii) A summary on capabilities such as resources and past experience of providing such services Information provided in the Executive Summary is to be presented in a clear and concise manner.	Vendor to provide
12	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Vendor to provide

Section #	Section Heading	Proforma Given
13	Copy of the tender document along with the addendum duly sealed and signed on all the pages of the document.	Vendor to provide
14	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u>)	Annexure 14
15	Integrity Pact	Annexure 15
16	Additional Functionality	Annexure 16
17	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Vendor to provide
18	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

Commercial Bid (Annexure 13) must be sealed and signed by authorized signatory by the bidder and must be submitted through online mode and after encryption by e-signer tool only available on the portal <https://bobtenders.abcprocure.com>. Commercial bid must be digitally signed by authorized signatory.

The Commercial bid submission as part of the RFP response without encryption are liable to be rejected.

Annexure 02 – Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Bidder

S. 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	The Bidder should not have been black listed/ banned/ declared ineligible for corrupt and fraudulent practices by any Govt. Financial Institutions/Banks/ Government/ RBI/ ICAI/ Semi Government Departments/ PSUs in India and should not have any disciplinary proceedings pending against the applicant firm or any of the partners.		Letter of confirmation from the Bidder.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from the Bidder.
4	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from the Bidder.
5	The Bidder company/firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.		A Self Declaration by the Bidder on Company's Letter Head.
B	Financial		
1	The Bidder must have registered a minimum Turnover of Rs. 2 crore in		Certification of incorporation / Related document from the respective authority.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	previous two financial years i.e. 2015-16 & 2016-17 and having positive net worth** of least two years.		Audited Financial Statements and / or certificate from Chartered Accountants in case of statutory audit not completed. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must be Net profit making entity continuously for the last two financial years that is financial years –2015-16 and 2016-17. OR The Bidder must be a cash profit making entity (Net profit + depreciation) continuously for the last two years, that is financial years – 2015-16 and 2016-17		Audited Financial statements for the financial years 2015-16 and 2016-17. Certified letter from the Chartered Accountant.
C	Technical		
1	If OSD is bidding directly they cannot submit another bid with any Bidder.		Letter of confirmation from OSD in case if OSD is bidding directly
2	One Bidder can bid only with one OSD and similarly one OSD can bid with only one Bidder		Letter of confirmation from the Bidder and OSD
3	The Bidder should be an OSD or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.		Letter of confirmation from OSD need to be submitted.
4	The firm should be directly integrated with Income Tax e-filing site for direct filing of E-TDS and other related returns.		Letter of confirmation from the Bidder.
5	The firm should be able to install adapter (as and when prescribed by the bank IT team) for synchronization of data with banking applications/ system.		Letter of confirmation from the Bidder.
D	Experience & Support Infrastructure		

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	Proposed solution should have been implemented in at least 1 Commercial Banks / Financial Institution / Government Organization in India in last 3 years.		Documentary Proof of Purchase order / agreement copy and customer credentials.
2	The firm should be handling similar activity i.e. e-filing of TDS returns, TDS default rectification, e-filing of Form 15G/H etc. for at least -3- Public Sector Banks (PSBs).		Credential certificate pertaining to last two FY issued by controlling offices like Zonal Office / Head Office should be submitted along with the Bid. Copy of appointment letter /experience certificate indicating nature of activity performed, number of branches and period of assignment.
3	The application should be used at present for minimum 500 branches where Form 15G/H along with Form 24Q, 26Q, 27Q, 27EQ for each of these branches are filed directly at Income tax e-filing site and not through TIN Facilitation Centers.		Certificate issued by Controlling offices like Zonal Office / Head Office of the existing clients stating these returns are being filed directly at Income tax e-filing site through application of the bidder and not through TIN FC.
4	The firm should be capable of providing the support / help desk to all the branches/offices of the Bank from a centralized location.		Letter of confirmation from the Bidder.
5	Bidder should able to provide onsite support at Mumbai and Hyderabad whenever required by the Bank.		Letter of confirmation from the Bidder

[**Networth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)]

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 03 - Bid Security Letter

1. WHEREAS, (hereinafter referred to as "Vendor") has submitted its proposal and response dated.....(hereinafter referred to as "Bid") for and all the requirements described in the Request for Proposal No. along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.
2. We having our registered office at(hereinafter called the 'VENDOR') are offering security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No. _____ dated _____ [drawn on/ issued by] _____ (hereinafter referred to as "Bid Security") favouring 'Bank of Baroda for consideration of the Bid of the above mentioned Vendor.
3. The Vendor specifically acknowledges and agrees that the Vendor has furnished his Bid on the understanding and condition that, if the Vendor:
 - a) Withdraws its Bid during the period of Bid validity specified by the Vendor on the Tender Documents or
 - b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -
 - i. Fails or refuses to execute the contract form if required; or
 - ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee, in accordance with the instruction to Vendors.

Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Vendor.
4. The Bid Security shall be returned to unsuccessful Vendors within thirty (30) days from the date of the award of contract to a successful Vendor. The Bid Security shall be returned to the successful Vendor upon furnishing of Performance Security in accordance with the instructions of the Vendor.
5. The Vendor undertakes that it will not cancel the Bid Security referred to above till the Vendor is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.
6. The Vendor represents and warrants that the Vendor has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Vendor has taken all corporate, legal and other actions necessary or advisable to authorise the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Vendor to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Vendor under this Bid

Security.

Dated this.....day of.....

Place:

Date:

Seal and signature of the Vendor

Annexure 04 - Bid Security Form

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

To

The CTO & Head- Projects & CRM
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS _____ (hereinafter called "the Vendor") has submitted its bid dated _____ (date of submission of bid) for providing _____ and its components 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 – Undertaking

To

The CTO & Head- Projects & CRM
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051.

Sir,

Sub: RFP for Centralized E-TDS System.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -
 - ii. Amount and Currency in which Commission paid / payable -
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

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

Annexure 06 – 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 07 –Conformity Letter

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

To

The CTO & Head- Projects & CRM
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051.

Sir,

Sub: RFP for Centralized E-TDS System.

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 08 – Letter of Undertaking from OSD / OEM

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

To

The CTO & Head- Projects & CRM
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051.

Sub: RFP for Centralized E TDS System.

Sir,

We (Name of the OSD / OEM) who are established and reputable manufacturers / developers of having factories at, and do hereby authorize M/s (who is the 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 / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

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

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

Yours Faithfully

Authorised Signatory

(Name:

Phone No.

Fax

Email

)

Annexure 09 - Undertaking of Information Security

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory on Information security as per regulatory requirement.)

To

The CTO & Head- Projects & CRM
Bank of Baroda, Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051.

Sir,

Sub: RFP for Centralized E-TDS System.

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)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 10 – Technical Requirement (Project Scope)

Bank intends to setup centralized E-TDS system as per banks requirement. Bank will award the contract to the successful vendor and the vendor should deliver the service with the following detailed scope:

1. Scope of Work

- a) Hosting of WEB based TDS solution in the Bank Data Centre & DR Site, including importing of Data from existing Core Banking and other TDS source applications.
- b) The bank will provide requisite Hardware, Database and OS along with licenses as specified by the Bidder and the selected Bidder will be responsible for installation and hosting the offered solution flawlessly on the said Hardware.
- c) Software Solution should facilitate Remittance of TDS deducted by the Branches/offices TANs, generation of Challans for payment of TDS deducted from Salaries, Pension, Non-salaries and Non-Resident payments by segregating the data based on nature of payment (Separate challan is required for deposit of TDS amount from payment of Salary, Pension, Contractors, Rent, Interest etc) and payees i.e., Company and Non-Company.
- d) Software Solution should facilitate Reconciliation of payments made and TDS deducted by various applications of the Bank with that of balance outstanding in the respective payable accounts to be made.
- e) Software Solution should facilitate to create Branch and TDS Deductor master by importing data from the existing CBS/ HRMS/ Pension Payment application of the Bank and maintain the same i.e. Branch Master, Customer Master, TDS Master, Employees data from salary package and Pensioners data from Pension server etc.
- f) Software Solution should facilitate to generate file for uploading the generated challan information for the payment of TDS amount as per their prescribed format. TDS remittance should be strictly within statutory time lines. Scalability of the application for centralized Challan payment from single location. Creation of Challan Payment Mechanism, updating CIN Nos./ generation of CIN No etc., for meeting the functional requirements as given in this Tender.
- g) Software Solution should facilitate Interface / system for importing/ fetching the TDS return data from source system as per the format of the source system. System should also have mechanism to capture manual entry for third party payments data along with all the required validations, in case the data is not routed through the automated system. Facility to be provided for data integration for Form 24Q return from HRMS (salary data), payroll module and pension module.
- h) Software Solution should facilitate automated allocation of challans against the respective deductee records in E-TDS application as well as in Banks" source application systems.
- i) Software Solution should facilitate Validation of data as per Income Tax guidelines like Payment amount vis-à-vis TDS deducted, PAN Validation (including 20% in case of Non PAN cases), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency certificates/ UINs and any other validations required in terms of Income tax guidelines in force should be available with suitable checks inbuilt in the system itself. Validate extracted data as

- per latest RPU prescribed by NSDL/TRACES and generate exception/error reports (if any) for making necessary correction by the branches/offices wherever needed.
- j) Software should be directly integrated with Income Tax e-filing site for direct filing of E-TDS and other related returns.
 - k) Service Provider's utility should timely handle the adjustment interest/ negative interest in CBS/ Pension recovery /Payment recoveries during challan generation and return filing.
 - l) Software Solution should facilitate Seamless filing of E-TDS returns for all specified TDS returns as per prevailing statutory Income Tax rules and guidelines currently 24Q, 26Q, 27Q and any future returns as and when introduced by Income Tax Department within the due dates for all Branches/Offices/TANs of the Bank.
 - m) Software Solution should facilitate Set up of mechanism for identifying/ filing of revised/correction returns wherever applicable. Direct filing of Correction return to Income Tax e-filing system within the stipulated time as and when required by the bank and as per Income Tax guidelines and recommending corrections in the Bank's source application systems to minimize revised returns in future.
 - n) Software Solution should facilitate Centralized generation and downloading of Form 16 /16A from TRACES through Bank's intranet by Branch/ Regional Office / Head Office within the specified Income tax department timeframe and be made available to the branches/RO/ZO/HO immediately. Application should be capable of emailing downloaded Form 16/16A to the concerned deductee at their email id registered with the bank. Software Solution should be capable to maintain the database of all the downloaded Form 16/16A which can be accessed by branches subsequently.
 - o) Software Solution should facilitate Generating & emailing of E-TDS returns acknowledgments (Form 27A), success /Failure reports, reconciliation reports directly to the Branches / RO/ZO/HO & centralized TDS cell. System should maintain history of these emailed reports in Database.
 - p) The vendor should upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department regarding slabs of Income Tax, TDS thereon & maintenance of changes for File Validation Utility (FVU) within the stipulated time frame.
 - q) The Vendor's web application/utility should be available to branches/sols through Bank's intranet only. However for various online validations & online filing of returns, a link to the central server of TIN-NSDL/Traces/ CPC TDS site may be facilitated.
 - r) Internet connection may be used by the vendor for specific purposes in consensus with the Bank's Information Security team. Application should have functionality of modification/ correction of records at branch level/Circle Level and related monitoring and reporting facility should be available at controlling office/Central level.
 - s) Functionality of trial run before final run should be available in the application for the E-TDS return filing and generation of MIS informing probable default cases along with recommended corrections in the Bank's source application systems to avoid future defaults.
 - t) Software Solution should facilitate to prepare and submit necessary MIS as per the Banks requirement from time to time and facilitate generation of reports Branch wise/ Circle wise/ Zone wise/Head Office Division wise.

- u) Software Solution should facilitate to generate the data required for compilation of Tax audit report.
- v) Vendor to provide suitable process capable of Web integration or otherwise with the authorized portals as per the requirements of Income Tax from time to time.
- w) Form 15G/15H should be dealt with accuracy and in time, capable of filing return directly from the Application centrally installed at Bank level to Income tax e-filing site. Application should also be capable of filing Form 15G/15H return on single TAN Bank as a whole, necessary submission and other compliances related with Form 15G/15H.
- x) Data validation for timely filing of Form 61 for Bank as a whole on the basis of data provided by the Bank related to Form 60.
- y) Software Solution should facilitate To centrally file return in Form 61A(Specified Financial Transactions) & Form 61B(Reporting under FATCA & CRS) based on the data captured from the Banks data source after its validation according to Income Tax Guidelines issued from Time to Time.
- z) The vendor should assist the Bank to clear old outstanding defaults and ensuring NIL future TDS defaults by advising necessary rectifications in the Bank's applications systems, and also assist the Bank in changing database and processes to enable bank to surrender the TANs for Consolidation of TDS returns at Regional/Zone/Head Office level.
- aa) The vendor should ensure to deploy sufficient qualified resource persons for Onsite/ call centre (off site) support to assist the bank in complying with the above scope of work within the statutory timelines.
- bb) The Vendor's web application/utility should be able to generate audit logs as per Bank's requirements.
- cc) Attending to queries, communications and complaints from branches and other offices of the Bank and responding the same within 24 hours.
- dd) The Bidder should take care of all aspects of installation on existing setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis.
- ee) The selected vendor should provide required software and licenses, if any, including implementation / execution of the same within the stipulated time period.
- ff) Bidder will have to ensure the troubleshooting in all forms like technical, administrative, consultancy and deductor /deductee related issues etc.
- gg) Bidder should provide Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow.
- hh) Time, being an essential feature of the contract, the selected vendor is expected to implement & install the systems in 3 weeks from the date of purchase order.

2. Interface and Integration Requirements

The Bidder has to customize, implement, train and rollout the interfaces necessary for the functioning of the solution.

The Bidder is required to study the existing interface and making necessary changes to upgrade interfaces between the proposed Solution with the applications and systems mentioned below:-

- Finacle - Core
- Manual Data (Excel Files)
- Data Ware house
- Any others source not specified above

It is the expectation of the Bank that the integration/interface architecture is based around industry best practices.

The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Bank and for all other functionalities as mentioned in this RFP.

The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.

The Bidder will present to the Bank the interface requirements for review.

Any suggestions from the Bank will have to be included by the Bidder.

The Bidder will be responsible for developing and testing the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.

The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.

The Bidder will be responsible for setting up the test environment for interface testing.

The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.

The Bidder must ensure that a sound methodology is implemented to manage the interfaces.

The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.

Configure and parameterize the system for bank's legal entities, products, lines of businesses, processes, risk entities and any other dimension as applicable. Any customization, if a part of the requirements, especially when it concerns regulatory/statutory compliance, is to bidder's responsibility and required to be done at no additional cost to the bank.

Providing training to Bank's designated personnel and also provide module wise user manual as well as administrative manual. Post implementation on-site support for 8 quarters from the first quarter in which bank start to utilise the proposed software for centralised TDS returns and support till the end of agreed AMC/ contract period.

Incorporate changes in the system arising on impact arising on impact of amendments to regulator/bank's policy at no additional cost and well within timeline stipulated by the regulator.

Provide complete documentation including logic used, empirical study done, methodology etc. as per regulatory and audit requirements.

3. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

The bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active-Passive cluster at DC & Active-Passive cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

4. Auditing

All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements.

There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and time stamp.

The system should have the ability to generate a detailed audit trail on a daily basis for the following minimum features:

- i) Attempted unauthorized logins
- ii) Time of login and logout
- iii) Change of passwords
- iv) Change of parameters

- v) The audit trail should be at a granular level, and track the user across each activity
- vi) All transactions should be time stamped with user ID along with details of modification, if any
- vii) Details of databases accessed and modified by the users should be maintained by the system
- viii) The system should have the ability to store and track all system events, including corrections and cancellations by multiple criteria
- ix) The system should maintain an error log in case of missing and/or erroneous data
- x) The system should maintain an error log in case of missing and/or erroneous data

5. Onsite Support

There should be at least 1 technical expert (BE/B-Tech/MCA- with relevant experience of 2-3 years in TDS project of any bank) and 1 functional expert (Functional / Operational support with relevant experience of 2-3 years in TDS project of any bank) for on-site support for 5 years. The on-site support should extend to services like helpdesk, data backup, user management, database management/ maintenance, updation of data, maintaining integrity of data, loading application upgrades, technical support for ad-hoc queries, functional support to the branches / admin officers and execution etc.

The Vendor should provide cost of above mentioned support in their commercials. Bank have discretion to avail the services as per the cost mentioned

6. Helpdesk Requirement

Banks requirement 24*7, 365 days a year, help desk support facility through phone, email and SMS alerts by minimum 2 staff (having experience of 2-3 years in TDS project of any bank) with at least 2(including technical person) from Systems integrator /vendor depending on the criticality of the issue for 3 years post onsite support. Escalation process should be in place for unresolved issues. The Vendor support staff should be well trained to effectively handle queries raised by the Bank customer / employees, etc.

The Vendor should provide cost of above mentioned support in their commercials. Bank have discretion to avail the services as per the cost mentioned.

7. Training

The Bidder will be responsible for training the Bank's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:

- a. Functionality available in the solution
- b. Customization development
- c. Parameterization
- d. Data Migration (data mapping, field validations, default values, gaps in data migration, manual data entry programs etc.)
- e. Impact analysis

- f. Techniques of generating various MIS/EIS reports from the solution provided
- g. System and Application administration
- h. Log analysis and monitoring

The key trainings as per the RFP are mentioned below. The Bidder have to quote for the complete cost for conducting the training for the Bank users

Sl. No.	Training Type	Min. No. of Days/Weeks per Batch	Batches
1	Executive Awareness	1 day	1
2	Core Team training	1 - 2 Weeks	1
3	Technical Users training	1 – 2 Weeks	1
4	End User training	1 - 2 Weeks	Multiple

Note: No. of Trainees per batch will be decided by the Bank

All the trainings would be held at the appropriate sites (Bidder and Bank premises as identified from time to time) and the Bidder has to organize the trainer/s.

The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use.

The following are the expectations with respect to OEM involvement during the contract period:

- Review of Business Requirements Specification (BRS) document, taking into account all quantitative and qualitative aspects related to configuration of the solution from an industry leading practices perspective and in tune with regulatory/ statutory guidelines.
- Review of solution architecture to assess the extent to which same will support business requirements and review gaps/ customizations, if any
- Review of information requirements and supporting processes w.r.t completeness and quality
- Review of functional configuration in database system by duly benchmarking against defined scope and business requirements
- Review of test strategy, scenarios and test cases developed for supporting the configuration for conducting UAT of the solution configured
- Review of UAT environment, plans, mapping of test cases and functional requirement specification and tracking mechanism for resolution of issues
- Review transition plan and approach

8. The scope includes:

- Project Governance,
- Port all existing interfaces with Bank's internal and external systems.
- Archival of data as per Archival policy of the bank, if required.
- All MIS and Statutory report to be made available.
- Implement all the functionalities as per signed off Requirements document.
- Migrate data from current set up to new Centralised E- TDS system as per bank's requirement.
- Conduct System integration testing of the centralised E TDS system setup.
- UAT support to Bank
- Conduct End user and trainer's trainings for the Bank team covering functional and technical aspects.
- Provide all the training material, User Manuals, Configuration Manuals and Product manuals online and in hard copy.
- Provide post go live support to Bank team.
- Handover the setup to Bank support team.

NOTE: Bank will procure the underlying E-TDS solution licenses, O.S., DB and H/w if required for the upgrade.

SI shall furnish teaming agreement with OEM for the above scope of work and submit the same as part of the bid. For above scope of work, OEM shall produce following deliverables in the course of implementation:

BRS Review report with recommendations for resolution of gaps across all modules.

Review Report on solution architecture and information requirements with recommendations for resolution of gaps.

Report on functional configuration check done containing with observations on UAT test strategy, cases and scenarios, UAT plan.

SI shall update the module as per modification of RBI/ Basel guidelines if any at any point of time without raising any change request.

9. Technical and Functional Parameters for Evaluation:

Functional and Technical will done on following criteria as part of evaluation.

S.No	Specifications	RA	CU	UA	COMMENTS/REMARKS
A	TECHNICAL SPECIFICATIONS				
(i)	The application should have high availability at DC & DR location.				
(ii)	The software solution should be convenient to use. It should have web based graphic interface at branches / controlling Offices.				

(iii)	Ability to provide for access by users through web browser.				
(iv)	Must be Windows based and should be accessible through Windows 7 and above.				
(v)	It must provide fail-over back-up and recovery capabilities.				
(vi)	The solution should be flexible, modular and expandable to accommodate further up-gradation/modifications.				
(vii)	Ability to handle minimum 2 crore of records per quarter initially with the capability to handle additional incremental records in the subsequent quarters.				
(viii)	Solution should not rely on browser helper objects/ active x control/ applets for communicating authentication data to backend as there are numerous security vulnerabilities found in such add-ons.				
(ix)	Application portal should be SSL secured.				
(x)	Application should be capable to handle at least 5600+ concurrent login.				
(xi)	Application Should be able to generate and file return (25000 records per user per minute) of all the branches of Bank within due date of filing of return.				
(xii)	Application must support IPV6 protocol.				
(xiii)	Seamless Integration - The application software should be centrally installed at HO level (DC & DR site) and branch should be capable of accessing the application through Banks intranet. The Central server will be connected with Income-Tax India e filing website as well as with TRACES and other related websites of I-Tax through internet. The application should also be compatible with the Income tax requirement of web integration.				

S.No	Specifications	RA	CU	UA	COMMENTS/REMARKS
B.	FUNCTIONAL SPECIFICATIONS				
(i)	<ul style="list-style-type: none"> - The administrator should have the rights to manage the entire application. - The administrator can assign roles to users. - Definition of roles shall be parameterized. 				

	- This role can also be made universal and applied to the entire application or selected applications.				
(ii)	Solution should produce detail audit trail including but not limited to user id, computer, IP address, resource being accessed with Urls, timestamp, login time etc.				
(iii)	Solution should be able to produce various event based reports such as enrolments, un-enrolments, logins, unsuccessful logins etc.				
(iv)	Application should meet all requirements/ guidelines of Income Tax department and Yearly/time to time updates regarding slabs of Income Tax, TDS thereon & maintenance of changes for FVU.				
(v)	Application should be capable of creating Branch, Deductee, TDS and TDS Deductor master by importing data from the existing CBS/ HRMS/Payroll/ Pension Module of the Bank and maintain the same.				
(vi)	The ability to create Challans for payment of TDS deducted from Salaries, Non-salaries and Non-Resident payments should be done by segregating the data based on nature of payment (Separate challan is required for deposit of amount for TDS from payment of Salary, Contractors, Rent, Interest etc) and payees i.e., Company and Non-Company.				
(vii)	Application should be capable of Direct integration with income tax e-filing site for online filing / upload of all returns prepared by the branches into income tax portal through central server using digital signature authentication.				
(viii)	Application should be capable of direct integration with TRACES from Bank's central server for Form 16/16A application, downloading, generation through Head office and thereafter (application should automate all Traces Activity required).				
(ix)	Application should be capable of automated emailing process.				
(x)	As the Bank's source database are on ORACLE platform, preference will be given to TDS Application based on Oracle database				
(xi)	Application Design should be scalable for shifting from branch wise to Single TAN either Circle/Zone/Head office for all returns mentioned in point no. 2 above.				

(xii)	Online PAN Verification Facility should be available in the application through Income Tax Database instead of NSDL API				
(xiii)	Automated Process should be available in the application through which branch level work should be performed at Head office for :- i. Verification of All Lower Deduction certificate captured by the branches ii. Complete Data Processing should be made at head office on monthly basis iii. Automated emails for short deduction, invalid pan, Challan Error etc should be made to branches on monthly basis.				
(xiv)	Provide assistance to the Bank staff through a robust web based system to provide immediate and timely handholding support on technical and domain issues in order to deal with customer complaints and Income Tax notices.				
(xv)	Provision to add and view FAQs.				
(xvi)	The Vendor should assist and apply all the CONSO file from TRACES website for returns in default for all the branches. Further, Vendor will ensure NIL future defaults.				
(xvii)	The application should be capable of centralized generation of Form-16/16A without involving the branches within the stipulated time limits.				
(xviii)	The application should be used at present for minimum 500 offices where Form 15G/H along with Form 24Q, 26Q, 27Q, 27EQ for each of these offices are filed directly at Income tax e-filing site and not through TIN Facilitation Centers.				

NOTE :- All the functionalities mentioned here are mandatory. Even if these functionalities have not been demonstrated at the time of technical evaluation (Marked as unavailable or customizable). Vendor has to provide/customize these functionalities at the time of implementation.

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the out-of-the-box solution (3 Marks shall be allotted)
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (1 Mark shall be allotted)

Not supported / Unavailable	UA	This capability is neither supported nor available with this Solution. (No Mark shall be allotted)
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Annexure 11 - Service Levels

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

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities/tax authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 95%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 95% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

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

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

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

Uptime Percentage	Penalty Details
A >= 95%	No Penalty
95% =< A =<95.5%	2% of cost of monthly ATS charges
95.5% < A <= 94.5%	5% of cost of monthly ATS charges
A < 94.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly ATS charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly ATS Charges and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 95%

for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favour of Bank of Baroda for the same within 15 days from the notice period from the Bank

SLA for Help Desk Support Services

In case any help desk support personal is not available continuously for more than 4 hours a day then the Bidder should immediately provide the Bank with an equivalent standby helpdesk support persons.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent quarter payment:

In case of non availability of helpdesk personal vendor will have to pay penalty of Rs 1000. per day per person, which will be adjusted in next quarter payment.

Annexure 12 -Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The CTO & Head- Projects & CRM
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 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

- 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 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 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 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 13 – Commercial Bid Format

SL. No.	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT
a.	Enterprise License Cost*	0.00	X	X	X	X	X	0.00
b.	Implementation Cost	0.00	X	X	X	X	X	0.00
c.	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00
Optional Item								
d.	Onsite Support Charges**							
d1	Functional	X	0.00	0.00	0.00	0.00	0.00	0.00
d2	Technical	X	0.00	0.00	0.00	0.00	0.00	0.00
e.	Help desk support Charges***	X	X	X	0.00	0.00	0.00	0.00
e.	Any Other Charges ****	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost of Ownership (TCO)								0.00

We abide by following terms and conditions

- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender
- The Service Charges need to include all services and other requirement as mentioned in the RFP
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected

- i. *Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international.
- j. **** Details to be provided for any commercial provided against “Any Other Charges”. Bank have discretion to mark these line items under any other charges if Bank feels these items are not mandatory for the project. Cost of any other charges will be consider for TCO calculation purpose however Bank will place order for these items at Bank’s discretion as per requirement.
- k. Unit wise implementation must be provided by vendor. These prices would be considered for the calculation of TCO (Total Cost of Ownership).The Bank has discretion to avail any of these optional functionalities as per Bank’s requirement during the contract period.
- l. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- m. **Onsite Support for the solution will be 24x7 for 5 years and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given as and when required by the Bank. However, for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered. (e.g. In case Bank requires only one person then the cost considered for that person will be Onsite Support Cost provided by the bidder in their commercial divided by 3)
- n. ***Help desk support services for the solution will be 24x7 for 3 years and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail Help desk support services and number of support engineers at person day cost given as and when required by the Bank. However, for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered. (e.g. In case Bank requires only one person then the cost considered for that person will be Help desk support Cost provided by the bidder in their commercial divided by 3)

Authorized Signatory

Name:

Designation:

Vendor’s Corporate Name

Annexure 14 – Masked Commercial Bid Format

SL. No.	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT
a.	Enterprise License Cost*	0.00	X	X	X	X	X	0.00
b.	Implementation Cost	0.00	X	X	X	X	X	0.00
c.	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00
Optional Item								
d.	Onsite Support Charges**							
d1	Functional	X	0.00	0.00	0.00	0.00	0.00	0.00
d2	Technical	X	0.00	0.00	0.00	0.00	0.00	0.00
e.	Help desk support Charges***	X	X	X	0.00	0.00	0.00	0.00
e.	Any Other Charges ****	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost of Ownership (TCO)								0.00

We abide by following terms and conditions

- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender
- The Service Charges need to include all services and other requirement as mentioned in the RFP
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and

any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected

- i. *Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international.
- j. **** Details to be provided for any commercial provided against “Any Other Charges”. Bank have discretion to mark these line items under any other charges if Bank feels these items are not mandatory for the project. Cost of any other charges will be consider for TCO calculation purpose however Bank will place order for these items at Bank’s discretion as per requirement.
- k. Unit wise implementation must be provided by vendor. These prices would be considered for the calculation of TCO (Total Cost of Ownership).The Bank has discretion to avail any of these optional functionalities as per Bank’s requirement during the contract period.
- l. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- m. **Onsite Support for the solution will be 24x7 for 5 years and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given as and when required by the Bank. However, for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered. (e.g. In case Bank requires only one person then the cost considered for that person will be Onsite Support Cost provided by the bidder in their commercial divided by 3)
- n. ***Help desk support services for the solution will be 24x7 for 3 years and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail Help desk support services and number of support engineers at person day cost given as and when required by the Bank. However, for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered. (e.g. In case Bank requires only one person then the cost considered for that person will be Help desk support Cost provided by the bidder in their commercial divided by 3)

Authorized Signatory

Name:

Designation:

Vendor’s Corporate Name

Annexure 15 – Integrity Pact

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation

process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and

has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information - provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can

be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money Deposit

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favor of Bank of Baroda
- (ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money Deposit shall be valid up to and including 8 months after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the date mentioned in RFP.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money Deposit for the period of its currency.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at

2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- 5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

8 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure 16 – Additional Functionality

The list below is not exhaustive and Bidders who offer additional functionalities over and above the list mentioned below can indicate the same in Annexure 10.

Bidders who offer additional functionalities (over and above the list mentioned in the functional and technical evaluation sheets) can submit appropriate details in the format below. This document needs to be submitted as part of the technical bid.

Sr. No.	Type	Mandatory/ Desired	RA	CU	UA	Remarks / comments

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #