



बैंक ऑफ़ बड़ौदा
Bank of Baroda

**Request for Proposal for
Selection of Application Service Provider for
providing e-Procurement Services for a
period of 5 years**

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

RFP/Tender ref. No.: BCC:IT:PROC:111:41

RFP Date: 18th September, 2019

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	18 th September 2019
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Anupam Priya Bharti, Manager (IT) 2. Contact No. - 022-66981554 / 1556 3. Email: rfp.it.procurement@bankofbaroda.com
3	Last date of written request for clarifications before the pre-bid meeting	04:00 PM on 24 th September 2019
4	Pre-bid Meeting & Venue details	11:00 AM on 25 th September 2019 at Bank of Baroda, Baroda Sun Tower, C-34, G- Block, Bandra Kurla Complex, Mumbai – 400051
5	Last Date of Submission of RFP Response (Closing Date)	02:00 PM on 09 th October 2019 Mode: Offline (in sealed envelopes)
6	Eligibility Cum Technical Bid Opening Date	02:30 PM on 09 th October 2019
7	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.
8	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand only)
9	Bid Security (Earnest Money Deposit)	Rs. 5,00,000/- (Rupees Five Lakh Only)
11	Mode of bid submission	Mode: Offline (in sealed envelopes)

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda
6. OSD means Original Solution Developer
7. AMC means Annual Maintenance Charges
8. ATS means Annual Technical Support

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 Selection of Application Service Provider for providing e-Procurement Services.

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 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in

any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

1.5 Disclaimer

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

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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 specified in Section 2.6.

1.11 Standards

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

1.12 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 Contact Details for Responding to RFP

2.1.1 RFP Coordinator

The Bank has established RFP coordinators to provide a venue for managing vendor relationship and other requirements through the Bank's decision making body for contract clarification.

All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Bid Details - RFP Coordinator":

2.2 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. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

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

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

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

2.3 Disqualification

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

2.4 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.

2.5 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.

2.6 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.

2.7 RFP Response Submission Details

Bidder needs to submit the bid in sealed envelope through offline mode only. Eligibility cum Technical bid and Commercial bid shall be submitted in separate sealed sub-envelopes super scribing as per below:

- a) **ELIGIBILITY CUM TECHNICAL BID FOR BANK OF BARODA – RFP FOR SELECTION OF APPLICATION SERVICE PROVIDER FOR PROVIDING E-PROCUREMENT SERVICES FOR A PERIOD OF 5 YEARS – RFP REFERENCE NO. BCC:IT:PROC:111:41 DATED 18TH SEPTEMBER 2019**
SUBMITTED BY<BIDDER'S NAME>..... ON AT MUMBAI.
BIDDER DETAILS: NAME, EMAIL ADDRESS, CONTACT NUMBER
- b) **COMMERCIAL BID FOR BANK OF BARODA – RFP FOR SELECTION OF APPLICATION SERVICE PROVIDER FOR PROVIDING E-PROCUREMENT SERVICES FOR A PERIOD OF 5 YEARS – RFP REFERENCE NO. BCC:IT:PROC:111:41 DATED 18TH SEPTEMBER 2019**
SUBMITTED BY<BIDDER'S NAME>..... ON AT MUMBAI.
BIDDER DETAILS: NAME, EMAIL ADDRESS, CONTACT NUMBER

This eligibility cum technical bid sub-envelope should have hard copy and CD of Eligibility and Technical Bid Content. A masked copy of the commercial bid after masking the prices should accompanied with the eligibility cum technical bid.

This commercial bid sub-envelope should have the hard copy and CD for Commercial Bid.

These two separate sealed sub-envelopes should be put together in another sealed MASTER ENVELOPE super scribing **“BID FOR BANK OF BARODA – RFP FOR SELECTION OF APPLICATION SERVICE PROVIDER FOR PROVIDING E-PROCUREMENT SERVICES FOR A PERIOD OF 5 YEARS - RFP REF. NO. BCC:IT:PROC:111:41 DATED 18TH SEPTEMBER 2019 SUBMITTED BY ON AT MUMBAI”**

Eligibility Cum Technical Bid Contents

- Annexure 01 –Table of Contents (list of document enclosed)
- Covering letter certifying eligibility criteria compliance (Eligibility criteria as defined in Annexure 02)
- Annexure 02 - Duly filled up Eligibility Criteria Compliance. Supporting credential letters or copies of documentation from clients or purchase order copies certifying eligibility criteria compliance.
- Application Money, Bid Security Money (Earnest Money deposit), Bid Application Money Letter as per Annexure 03 and Bid Security Letter as per Annexure 04. The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected.

Bank guarantee if submitted, should be accompanied with copy of the SFMS transmitted at the time of issue of bank guarantee. As per IBA notification No. PS&BT/Govt/2305 dated 16-Mar-2016 along with Ministry of Finance, Government of India circular F.NO.7/112/2011-BOA dated 08-Mar-2016 with respect to sending Bank Guarantee advices through Structured Financial Messaging System (SFMS), it is necessary to confirm the authenticity of the Bank Guarantees (BG) by SFMS message. The SFMS should be sent to following branch:

Branch Name & Address: Bank of Baroda, BKC Branch, C-26, G-Block, Baroda Corporate Center, Bandra East, Mumbai-400051

IFSC Code: BARB0BANEAS (Fifth Letter is "Zero")

- Annexure 05 - Bid Security Form (only if Earnest Money deposit in the form of a bank guarantee)
- Annexure 06 - Undertaking Letter
- Annexure 08 - Conformity Letter
- Annexure 09 – Undertaking on Information Security.
- Annexure 10 – Bidder Profile
- Executive Technical Summary: should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide i) An overview of Vendor's organization and position with regards to Supply, e-procurement service 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.
- Technical Proposal: The proposal based on Technical requirement as per Annexure 11 should be submitted with pages properly numbered, each page signed and stamped. The Technical Proposal should be bound in such a way that the sections of the Proposal cannot be removed and separated easily.
- Copy of the tender document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

- Annexure 15 - Masked Commercial Bid Format (Masked Commercial Bids a copy of the price bid without any prices. Please note that the masked price bid should be exact reflection of the commercial bid which would be submitted by the Vendor as part of the commercial offer except that the masked price bid should not contain any financial information).
- Annexure 19 - Conformity with Hardcopy letter
- One Compact Disk (CD) containing the soft copy of the Annexures and the scanned copies of submitted credential letters / Purchase orders / supporting documents.

Commercial Bid Contents

- Covering letter on submission of Commercial bid
- Annexure 14 - Commercial Bid
- Annexure 19 - Conformity with Hardcopy letter
- One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided.

The RFP response bid document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/DUPLICATE in each envelope set

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 (earnest money deposit) as mentioned section 2.9 along with the bid. The details of the transaction as per Annexure – 03 along with scanned copy of the proof of transaction is required to be submitted as part of eligibility cum technical bid submission. The RFP response accompanied without amount towards Application Money / Bid Security are liable to be rejected.

IMPORTANT POINTS TO BE NOTED

- a) The sealed master envelope with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point “[A] Important Dates – RFP Coordinator Name, Contact Details (Bank)”. The Bank has established a RFP coordinator to provide a venue for managing vendor relationship and other requirements through the Bank’s decision making body for clarification. All the queries and communication must be addressed to the RFP coordinator / contact personnel from the Bank.
- b) The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set). All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- c) If any envelope is found to contain technical and commercial bid in a single sub-envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.
- d) The proposal should be prepared in English in MS Word / Excel / PowerPoint format.
- e) All letters must be addressed to the following

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

- f) Only one submission of response to RFP by each Respondent will be permitted.
- g) 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.
- h) The response should be organized and all the pages of the proposal including annexures and documentary proofs should be numbered and be signed by the authorized signatory.
- i) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.8 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 14.
- ▶ 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.

2.9 Lodgment of RFP Response

RFP Response Submission - Closing Date

RFP Response should be received by the officials as indicated in “[A] Important Dates – 6. Last Date of Submission of RFP Response (Closing Date)”.

2.10 Earnest Money Deposit

The vendors will have to submit the Bid Security while submitting their bid as mentioned in point “[A] Important Dates – Bid Security (Earnest Money Deposit)”. The bid security 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 05 - 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 - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Vendors.

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

2.11 Registration of RFP Response

Registration of RFP response will be affected by the Bank by offline 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.

2.12 Late RFP Response 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.

2.13 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.

2.14 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.

2.15 Contract period

The contract with the selected vendor will be valid for a period of 5 years, from the date of Project Sign off mutually signed by vendor & the Bank under this contract. The contract will be deemed completed only when all the contracted services by the Bank are provided and accepted by the Bank 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.

2.16 Grievance Redressal

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

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 5400+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda desire to designate service provider for providing e-procurement application for providing e-Procurement Services for a period of 5 years.

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 e-procurement application for providing e-Procurement Services for a period of 5 years.

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 11.

3.4 Infrastructure

The complete Supply, Implementation, Maintenance and support of E-Procurement Services shall be part of the scope of the vendor. The vendor must provide necessary infrastructure support required for E-Procurement Services. The infrastructure should be capable to comply Bank’s SLA requirement during the contract period.

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 12 that details the service levels.

4. Evaluation process

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

4.1 Eligibility Bid

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

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 Technical and Functional Specifications compliance separately. 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 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 the last 3 years starting from 01-04-2015 till RFP submission date)	For each Implementation 1 marks	5
Technical Specifications compliance	As per Technical Scoring Sheet in Annexure 11	25
Technical Presentation on Proposed Solution by the Bidder	<ol style="list-style-type: none"> Proposed Solution and IT architecture and approach & methodology (5 Marks) Security Features (5 Marks) Different comparative report generation (5 Marks) Proposed Solution should have the online system accessible by Bank Officials in which all calls raised by the bidders can be logged, recorded & tracked, call back facility for lost/truncated calls, usage of remote connection software to resolve issues of bidders. 	20
Customizable By Bank without dependency on the vendor	<ol style="list-style-type: none"> Look and Feel (5 Marks) Navigation (5 Marks) Additional Customizable features (10 Marks) Ease of Customization (5 Marks) 	25
Product Demo In case Bank during this demonstration feels that any of the feature is not available and needs to be customized then no marks shall be allotted and if customization is not required and the feature is readily available then mark shall be allotted	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 11	25

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

go live of implementation to be provided.

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary. As part of technical evaluation vendor need to proof of concept.

Proof of Concept (POC)

1. As part of technical evaluation vendor need to give POC from the vendors giving 2 days advance communication. In the POC the vendor needs to demonstrate the proposed solution as per Bank's requirement complying requirement mentioned in Annexure - 11 at our office in BKC, Mumbai (C-34, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 51) as informed by the Bank. Bank have discretion to award 0 (Zero) marks in technical bid evaluation if vendor do not appear for POC on given date and time by the Bank.
 - a) The POC would be done to check whether the proposed model meets the technical requirement as mentioned in Annexure 11.
 - b) Vendor have to demonstrate complete events based on the test cases provided by the Bank.
2. Any vendor who is not complying with the above POC will be technically disqualified and will not qualify for commercial bid evaluation.
3. The vendor will have to bear all expenses occur for POC.

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 payout for entire project through the contract period of 5 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:

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

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)	[(C _{low} / C) x 100] x 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, **C_{low}** 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.

The decision of the Bank shall be final and binding on all the vendors to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

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.
- 5.1.1.5** In case of reduction in prices due to technology advancement, the bank has the right to renegotiate the annual subscription / maintenance rates with the vendor.
- 5.1.1.6** The vendor should have DC and DR in India only at different seismic zone.

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 received after the due date / time would not be allowed to submit.
- 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 prorated 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 Bid Security / Earnest Money Deposit

- 5.2.1.1** Vendors are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates – 9. Bid Security (Earnest Money Deposit)” 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 by way of Demand Draft/Pay Order drawn on BKC, Mumbai payable to “Bank of Baroda” or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 8 months in the form provided in the RFP (Annexure 05 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank
- 5.2.1.2** Offers made without the Earnest money deposit will be rejected.
- 5.2.1.3** The amount of Earnest money deposit would be forfeited in the following scenarios:
- 5.2.1.3.1** In case the vendor withdraws the bid prior to validity period of the bid for any reason whatsoever;
- 5.2.1.3.2** In case the vendor refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
- 5.2.1.3.3** In case the Vendor fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

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 - 13 for 10% of the Rate 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.
- 5.2.3** 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.)
- 5.4.12** The Bank or its representative shall have the right to inspect and/or to test the Goods, Services 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.
- 5.4.13** Should any inspected or tested Goods / deliverables fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods / deliverables, and the Bidder shall either replace the rejected Goods / deliverables or make alterations necessary to meet specifications or requirements free of cost to the Bank.
- 5.4.14** If it is found that the quality or specifications of the deliverables are not in conformity with the Contract or if the deliverables are proven to be defective for any reason, the Bank shall promptly notify the Bidder of the existence of a claim.
- 5.4.15** 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.
- 5.4.16** 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.
- 5.4.17** 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.

- 5.4.18** Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.
- 5.4.19** 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.
- 5.4.20** 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.
- 5.4.21** 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

5.6.1 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

The e-procurement Solution including all desired customization by the Bank must be implemented as per project scope within a period of 2 months in totality from the date of the purchase order by the Bank. The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned above.

In case the deadlines are not met then the vendor will have to pay penalty to Bank of Baroda @ 1% of 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 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 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. 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:

Implementation Cost (OTC)

100% of the implementation cost will be released after project sign off of implementation phase from Bank. Project Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & Service Provider's Project Head.

Event wise Cost (Recurring)

Payable quarterly at the end of each quarter on successful completion of event cycle (i.e. from event generation to event closure on e-Procurement system) for all such events during the past quarter on submission of the following documents.

- a. Letter from the vendor for having conducted and completed an Event along with the signoff from the Bank's identified project manager.
- b. Invoice giving full details of the event, date of the event etc.
- c. Request letter for release of the payment.
- d. The vendor need to submit uptime report and call resolution report (Type of call, resolution time, root cause, action taken, resolution time etc) along with the invoices.

STQC Audit Charges (per year)

Payable on annually basis on submission of valid STQC certificate for the solution implemented.

Onsite Support/Training Charges per day

Payable at the end of each successful completion of service/support delivered with proof of deliverables duly sealed & signed by the concerned head where the service/support was delivered.

Price mentioned in the Price Bid shall be the firm price and shall be inclusive of all taxes, duties, charges and levies etc and all other payments/expenditures incurred or incurable in the performance of its obligations under the Purchase Order.

Penalty, if any, shall be deducted as per the penalty clause, from the amount payable.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. All invoices needs to be generated and addressed to respective

bank's department who has availed the events and payment will be released by respective department 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.

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 vendor.

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 eprocurement services 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 the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days' prior notice in writing. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.

However, in lock in period the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

- ▶ Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ▶ if such breach is not of the type that could be cured within thirty (30) Working Days, 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

This Tender and 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.

The Bank, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part without prejudice to any other remedy for breach of Contract if the Vendor fails to deliver any or all of the Design, Goods, Works and Services, within the period(s) specified in the Contract or within any extension thereof granted by the Bank

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

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to 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 endeavours 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 90 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 90 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 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 and Effect of Termination

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
- ▶ 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 at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- ▶ 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 not fulfilling 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.

This indemnification is only a remedy for the Bank. 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 No Liability

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

Bob 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 the Service Provider as part of this Agreement.

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

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 send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately

after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

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

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 Violation of Terms

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

6.22 Cumulative Remedies

The various rights and remedies of either party under the agreement (to be executed under this RFP) whether provided therein or otherwise, conferred by statute, civil law, common law, custom or trade usages are cumulative and not alternative and no one of them shall be exclusive of any other as of any right or remedy allowed by law and may be enforced successively or concurrently.

6.23 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.

6.24 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.

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.

Annexure 01 – Bids’ Table of Contents

Eligibility Cum Technical Bid to contain the following

#	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 Demand Draft	Vendor to provide
5	Bid Security Letter	Annexure 04
6	Bid Security or Bid Security Form (in the form of Bank Guarantee)	Vendor to provide Transaction Details or Annexure 05
6	Undertaking Letter	Annexure 06
7	Conformity Letter	Annexure 08
8	Undertaking of Information Security	Annexure 09
9	Bidder Profile	Annexure 10
10	Compliance to Technical Requirement (Project Scope) and Technical Proposal.	Annexure 11
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 initially provide i) An overview of Vendor's organization and position with regards to Supply, e-procurement service 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	Copy of the tender document along with the addendum duly sealed and signed on all the pages of the document.	Vendor to provide
13	CD containing soft copy of the Annexures and the scanned copies of supporting documents.	Vendor to provide

#	Section Heading	Proforma Given
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 15
14	Methodology and Detailed Project Plan	Annexure 16
15	Details of Past Implementations	Annexure 17
16	Additional Functionality	Annexure 18
17	Conformity with Hard Copy	Annexure 19
18	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Vendor to provide
19	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 to contain the following

#	Section Heading	Proforma Given
1	Covering letter on submission of Commercial bid	Vendor to provide
2	Commercial Bid	Annexure 14
3	Conformity with Hardcopy letter	Annexure 19
4	One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided.	Vendor to provide

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the 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 limited company.		Certificate of Incorporation / Documentary Proof to be attached.
2	Should be in Core business of providing e-procurement services at least for a period of last three years. (As on RFP date)		Documentary Proof to be attached.
3	Bidder should not be blacklisted / debarred by any Statutory or Regulatory Authorities in the past 1 year (Starting from 1 st April 2017)		Letter of confirmation
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from bidder.
5	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder
B	Financial		
1	The Bidder must have registered a turnover of Rs. 3 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2016-17, 2017-18 and 2018-19* (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2016-17, 2017-18 and 2018-19*		Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
			riders or qualification.
C	Technical		
1	The Bidder should be ISO:9001 & ISO:27001 or equivalent certified company.		Copies of the required certificate
2	The solution should be STQC certified		Copies of the required certificate
3	The solution conform to the requirements of CVC guidelines.		Letter of confirmation.
D	Experience and Support Infrastructure		
1	The proposed solution should have been provided to minimum 3 organizations in India, in which at least 2 should be of Government departments / PSUs / PSBs and successfully conducted 200 Nos of e procurement event altogether in last three years.		Documentary Proof for implementation of order / contract execution copy.
2	Bidder should have direct support offices in Mumbai and Hyderabad. In case direct support office of the bidder is not present in Hyderabad / Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Hyderabad / Mumbai whenever desired by the Bank.		Letter of confirmation

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

* If 2017-18 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2014-15 along with an undertaking letter from the bidder that the 2017-18 Statements are not audited

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 03 – Bid Application Money Letter

To,

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

Sir,

Sub: Request for Proposal for Selection of Application Service Provider for providing e-Procurement Services for a period of 5 years

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

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

Mode: Online Transfer

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

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000418

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 04 - Bid Security Letter

1. Whereas, hereinafter referred to as “Vendor”) has submitted its proposal and response dated..... (hereinafter referred to as “Bid”) for the supply, installation & maintenance of 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 bid security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / Bank Guarantee issued by a scheduled/Commercial bank] bearing No. _____ dated _____ [drawn on/issued by] _____ (hereinafter referred to as “Bid Security”) favoring 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 the Vendor.
- 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 authorize 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 05 - Bid Security Form

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

To

Chief Technology Officer
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.**
3. **BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:
BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051
IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")**
4. **VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.**

Annexure 06 – Undertaking Letter

To

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

Sir,

Sub: RFP for Selection of Application Service Provider for providing e-procurement Services for a period of 5 years.

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 07 - Comments Format

[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:

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 08 –Conformity Letter

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

To

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

Sir,

Sub: RFP for Selection of Application Service Provider for providing e-Procurement Services for a period of 5 years.

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 09–Undertaking of Information Security

(This letter should be on the letterhead of the bidder who is the OSD/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To

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

Sir,

Sub: RFP for Selection of Application Service Provider for providing e-Procurement Services for a period of 5 years

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 – Bidder’s Profile

1	Name of the Company																									
2	Year of establishment																									
3	Turnover (in INR)	FY 2016-17: FY 2017-18: FY 2018-19: (if FY 2018-19 figures not available, then provide FY 2015-16 figures)																								
4	Profit after tax (in INR)	FY 2016-17: FY 2017-18: FY 2018-19: (if FY 2018-19 figures not available, then provide FY 2015-16 figures)																								
5	Role of the member (Consultant/SI/ Vendor/ Others (description))																									
6	Head Office Address																									
7	Telephone No. (with ISD/STD Code)																									
8	Fax No. (with ISD/STD Code)																									
9	E-mail Address																									
10	Name of the Key representatives for this project																									
11	Any accreditations / Certifications (e.g. CMM, ISO, ITIL etc.)																									
12	Previous experience in implementation of e-procurement Services at commercial banks	<p>Implementations in the last 3 years:</p> <table border="1"> <thead> <tr> <th>Name of the customer</th> <th>Total no. of users</th> <th>Module deployed</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Implementations done prior to last 3 years:</p> <table border="1"> <thead> <tr> <th>Name of the customer</th> <th>Total no. of users</th> <th>Module deployed</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of the customer	Total no. of users	Module deployed										Name of the customer	Total no. of users	Module deployed									
Name of the customer	Total no. of users	Module deployed																								
Name of the customer	Total no. of users	Module deployed																								

	Please provide details for each past implementation in <u>Annexure 16</u>
--	--

As of this date, the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 11–Technical Requirement (Project Scope)

Each event shall be a separate event to be supported by the proposed e-tendering system. The e-tendering system shall be a web enabled which covers the complete tendering and auction process. The service provider may require doing some customization in existing module of their software to meet the requirement of Bank of Baroda without any additional cost to the bank. The system should provide Confidentiality, Integrity, Authentication and Non Repudiation as per current standard (Signing, Hashing, Time-stamping and Encryption).

Project Scope

1. The vendor is required to supply, configure, customize, implement, integrate and maintain the e-Procurement System and provide the required infrastructure that supports the proposed solution.

2. Broad Scope of Work

A. General

- 1) The scope of work shall cover enabling of hosted solution for e-procurement of any Product, services or goods for Bank.
- 2) The system shall cover full life cycle of purchasing (indent to placing of Purchase Order).
- 3) Bank's data shall be encrypted and stored in secured format.
- 4) Bank will provide the tender document and successful vendor need to create complete event within 4 Hours of providing tender documents for pre-defined templates & formats. For any new format the same timeline will be 12 Hours.
- 5) Successful bidder need to create dedicated e-Procurement' portal for the Bank. After completion of all customization required by the Bank, successful vendor will conduct STQC audit for the same portal. The STQC certificate should be issued with the name of Bank's portal.
- 6) Within 10 days of completion of every quarter, the data pertaining to Bank shall be submitted in a separate CD.
- 7) The ASP shall provide Training to Administrators and Users of the Application as well as providing training to the prospective Vendors during each Event. More details are as per Clause no.16 (Training and Support)
- 8) Provide Help-line during Events.
- 9) The ASP shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for hardware, System Software, and Application Software.
- 10) The Bidder shall indemnify and at all times keep Bank fully indemnified and hold

harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement. Further the ASP shall also indemnify Bank against any such claims arising at any time either during the contract period or subsequently.

- 11) Enabling hosted solution for e-Procurement of any Product, service or goods.
- 12) The system should cover full life cycle of purchase (from Indent to Purchase Order)
- 13) The proposed solution should be customizable for both technical and commercial bid as per Bank's requirement.
- 14) The solution should able to provide the digital signature on the undertaking formats.
- 15) The System should have the following Modules:
 - ✓ Creation of Requisition
 - ✓ Creation of Tender
 - ✓ Cancel/edit Tender
 - ✓ Prepare Tender document online
 - ✓ Approve Tender online
 - ✓ Create Bidding formats (Eligibility/Technical/Commercial)
 - ✓ Centralized Registration of Vendors/ Contractors
 - ✓ Uploading of Tenders
 - ✓ Downloading of Tenders by prospective Vendors
 - ✓ Pre-Bid Queries
 - ✓ Facility for online Pre-Bid Meetings
 - ✓ Publishing Addendum
 - ✓ Submit Bids Online
 - ✓ Upload attachments to Tender
 - ✓ Opening of Bids
 - ✓ Eligibility Evaluation (with Comparative Statements)
 - ✓ Technical Evaluation
 - ✓ Uploading of Technical Scores
 - ✓ Price Bid Opening
 - ✓ Publish Tender Results
 - ✓ Purchase Order
 - ✓ Management Information System (MIS)
 - ✓ Audit Trail
 - ✓ Reverse Auction

16) Training and Support:

- a) Implementation Phase: The Vendor as part of the implementation phase shall have to provide a comprehensive hands on onsite training to Bank officials and Bidders at the location prescribed by the bank which broadly comprises of Mumbai, Hyderabad, Zonal Offices and Training Centres. The objective of training would be to make an individual familiarise with e-Procurement system & to get start working on it. The training shall cover the complete process of e-procurement from beginning to end. The successful completion of the training would be deemed as executed as part of acceptance of Project Sign off. The

cost of the Training needs to be factored as part of implementation cost in the commercial bid.

- b) Delivery Phase: After successful completion of the implementation phase, the vendor is liable to provide both online & onsite training to bank & bidders as & when required during the tenure of 5 years contract period. This also includes online training to the bidders for each event of e-procurement (e-tendering and/or e-auction) or whenever required. There will not be any cost borne by the bank for any online training.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the commercial 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.

- 17) The vendor shall provide support and helpdesk services through qualified and competent support team for assisting Bank users and external bidding participants on connectivity and other technical issues while conducting the online tender events. It shall be the responsibility of the vendor to ensure availability of the system.
- 18) The vendor have to arrange for customization if required in the system to meet the changes suggested by CVC/ RBI/ Govt. of India/ regulatory authorities/Bank towards compliance without any additional cost during the contract period.
- 19) The vendor needs to provide a dedicated URL to Bank for conducting the events.
- 20) The vendor should have DC and DR in India only at different seismic zone.
- 21) The successful vendor will provide application manual and video tutorials for event creation to the Bank. The manual should contain description of each option available in the application.

B. Technical Requirement

1	INFRASTRUCTURE
1.1.	Provide details of the infrastructure, hardware/software, power supply, connectivity details
1.2.	Provide details of the Data Centre where the Hardware is hosted
1.3.	Do you have a Disaster Recovery (DR) Site?
1.4.	If yes, give details of the DR Site?
1.5.	Is the DR Site hot, warm or cold?
1.6.	Provide technical details/brochures/services offered along with technical specifications of each module

1.11.	Mention details of helpdesk
1.12.	Number of staff on technical helpdesk
1.13.	Number of concurrent events that can be conducted
1.14.	Please provide document regarding audit process
1.15.	Is the system PKI enabled
1.16.	Does the System work with the Digital Certificates issued by any of the Certifying Authorities in India
1.17	Does the System support Evaluation based on a formula by which some percentage is allocated for Technical and some percentage is allocated for Commercial.
1.18	The entire data should be held in encrypted form.
1.19	The ASP should be able to provide all the data on a CD on quarterly basis.
2	ACCESS CONTROL
2.1.	Access to the System by Bank as well as proposed Vendors should be by way at least 2 level of authentication, including Digital Signature.
2.3.	The system should have at least 3 levels of Access Control at Bank Administrator - who will be the super User and create Internal Users Tender Owners (dept wise) - who can approve Tenders Tender Team - Third Level will be the Users who will create Tenders, create Corrigendum, attend pre-bid meetings, download Tender documents of Vendors, evaluate etc.
2.7.	Following functionality should be processed with approvals of at least two members of Tender Team.

C. Functional

TYPES OF TENDERS	
1	RFQ
	EOI
2	Rate Contracts
	Empanelment:
	a. Eligibility Only

	b. Eligibility cum Technical
3	Single / Multiple Envelop Bidding:
	a. Eligibility cum Commercial
	b. Eligibility and Technical cum Commercial
	c. Eligibility and Techno Commercial
5	Limited Tender where only limited Vendor can bid
6	Forward and Reverse Auction

3. Helpdesk Requirement

- i. 12 Hours (i.e. 08 AM to 08 PM), 365 days a year except Bank & National Holidays, online dedicated support facility through phone, email and SMS alerts by L1, L2 and L3 onsite/remote staff with from Systems integrator/vendor depending on the criticality of the issue. Final Bid Submission related issues should be resolved within maximum 30 minutes and all other issues should be resolved within maximum 5 hours from the call logging. Any issue pending due to bidder's dependency must be bring to bank's notice within 30 minutes through phone as well as email.
- ii. Escalation process should be in place for unresolved issues.
- iii. The Vendor support staff should be well trained to effectively handle queries raised by the Bank customer / employees, Vendors etc
- iv. The Vendor should have ability to generate MIS reports periodically for example: volume of calls / per day, resolution % per day etc.
- v. The Vendor should have proven experience and expertise in providing 12 Hours, 365 days (except Bank & National Holidays) help desk support.

4. Monitoring and Audit

- Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The Vendor must provide the Bank access to various monitoring and performance measurement systems. The Vendor has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.
- For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Vendor. These tools should be a part of the proposed solution.

5. **Functional and Technical scoring sheet:** Functional scoring will be evaluated on following criteria as part of Technical evaluation

S No	Type	RA	CU	UA
TENDER NOTICE CREATION				
1	Notices should be visible to Vendors only after it is approved			
2	System should allow Archival of Tenders and allow retrieval when required.			
3	System should allow Cancelled Tender to be revived			
4	It should be possible to categorize Tender as New, Live, Archive, Cancelled, etc. for ease.			
5	The system should have the capability of assigning unique internal reference number to each Tender as per Bank's format.			
6	There should be a facility for Online Pre-bid Meeting, if required.			
7	System should support Tenders with or without RFP cost			
8	System should support Tenders with or without EMD			
9	System should support Tenders with or without Pre-Bid Meeting			
10	System should support Tenders with or without pre-qualification phase			
11	System should support Tenders with our without Technical Bid			
12	System should have provision for inviting EOI and issuing RFP to only pre-qualified bidders of EOI			
13	System should have inbuilt check to ensure that incomplete bids in any manner is not accepted			
14	Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time.			

15	System should have facility of sending emails to be sent to all Registered Vendors			
16	System should have the ability to set maximum size of single file upload			
17	System should have ability for uploading various types of documents line item wise.			
18	System should have provision download files by vendor wise in archive format with proper tree structure			
19	System should have facility for Vendor Registration & Administration			
20	BOB should be able to black list a Vendor			
21	It should be possible to down load Tenders free of cost also.			
22	System should allow upload of multiple documents for a Tender.			
23	System should allow uploading of revised document for each line item without revoking the whole bid, if requested by Bank			
24	System should able to populate data into various forms / envelop (Eligibility / Technical / Commercial) from the excel file.			
TENDER CORRIGENDUM				
1	It should be possible to upload corrigendum and correlate them to the main Tender.			
2	Corrigendum should be maintained chronologically.			
3	Corrigendum should be made visible to all those who have already downloaded the original Tender.			
4	There should be provision for extending the date after corrigendum is published			

5	Corrigendum and extension notification should be broadcast to vendors participated in Pre Bid meeting			
6	System should allow to change in Eligibility / technical / commercial forms as part of Corrigendum.			
7	System should allow changed in event rules as part of corrigendum.			
PRE BID QUERIES AND MEETING				
1	System should have facility to upload pre bid queries in prescribed format within the duration defined by Bank.			
2	It should be possible to hold pre-bid queries and meeting online, if required by BOB.			
3	There should be a facility of replying to all or selected questions			
4	The system should not allow questions to be raised after pre-bid meeting date is over.			
5	The system should have facility to reject to reply to any question.			
6	The system should allow upload of replies to pre-bid meeting.			
7	All the queries should be consolidated after pre-bid is over and it can be downloaded in any format required by the Bank			
8	There should be fix duration for pre-bid meeting which can be set by Bank.			
9	System should have provision to postpone the pre bid meeting schedule. Notification for such modification should be broadcast to the vendors who downloaded the tender documents			
10	For offline pre bid meeting, System should have facility to submit queries by bidders in Bank's prescribed format or can be populated through excel and before the pre bid meeting there should			

	be option for Bank to download the consolidated queries in single excel file.			
VENDOR REGISTRATION				
1	Only registered Vendors for each Tender shall have access to the Tender.			
2	It should be possible to provide different levels of access to the employees of the Vendors as required by them.			
BID SUBMISSION				
1	System should allow online submission along with attachments			
2	Tender Opening links should not get activated before due date and time.			
3	As each phase gets completed the comparative chart of Vendors should get auto generated			
4	Rejected Vendors should not qualify for next round automatically.			
5	System should have the facility to export data to spread sheets.			
6	System should have provision of both direct filling up of data by the vendor in the commercial bid format and / or upload of commercial bid document as a file attachment. In file based submission, vendor must provide an offline encryption/decryption tool which would be used by the bidder to encrypt the bid before uploading to the e-Procurement website and the same tool will be used by the Bank to decrypt the bids submitted by bidders. However mode of commercial bid submission will be decided by Bank before floating & publishing the respective Tender/RFP.			
7	System should allow upload of multiple supporting documents against any requirement / category.			
8	System should allow upload revised document in each category.			

9	System should have the facility of virus scan for uploading documents by the Vendors.			
BID OPENING				
1	After submission of Price Bid by the Bidder the link should get de-activated			
2	Bid should not be open before schedule date and time.			
3	Bid should be open after approvals of designated officers.			
4	System should able to reschedule bid opening schedule.			
BID EVALUATION				
1	System should have provision evaluate all phases of tender online			
2	For eligibility evaluation, online consolidated compliance sheet for all vendors need to be generated after opening of bids, where Bank officials can mark compliance status of each bidder against eligibility criteria and can give remarks.			
3	For lowest price bid based tender, online consolidated technical compliance sheet for all vendors need to be generated after opening of bids, where Bank officials can mark technical compliance status of each bidder against technical criteria given in the RFP and can give remarks.			
4	The system should able to generate automatic comparative commercial evaluation sheet along with NPV calculation (if required) based on the prices submitted by bidders after opening of commercial bids.			
5	For techno commercial based tender, The system should able to generate technical score automatically As per technical marking criteria defined in the			

	RFP based on the technical compliance given by Bank officials.			
6	For techno commercial based tender, automatic comparative techno commercial evaluation sheet need to be generated based on technical score and commercials values and pre-defined technical and commercial weightage.			
7	After tender if reverse auction is required, the system should facilitate the reverse auction in the same event.			
8	All the comparative reports should be able to exportable in excel format.			
AUCTION				
1	System should have provision of both Reverse and Forward auction			
2	System should have provision for Parameters Defining and Setting of Opening Price, Historic Price, Reserve Price, Landed & Base Price.			
3	The System should display and record Start and End Time			
4	There should be Automatic and Manual Extensions and Closing rules.			
5	There should be facility of Uploading file attachments			
6	There should be facility for Message Broadcast to Vendors during auction for information and clarification.			
7	Administration features like Roles and Rights, Checking login status of participants etc. should be available.			
8	The system should be capable of providing event-wise history, Vendor-wise, Product-wise, date-wise reports.			
9	System should have the provision to generate L1, L2, L3 chart dynamically.			
10	Audit Trail - logs should be available for all User Transactions and administrative actions.			

MESSAGING				
1	There should be a facility of Broadcasting SMS messages to vendors.			
ADMINISTRATION				
1	Administrator should be able to do Monitoring Roles and Rights Control			
2	Checking the login status of the participants.			
3	Masking of Vendor's identity to other who are participating in the bidding process and / or during Reverse Auction.			
MANAGEMENT				
1	System should have Disaster Recovery Plan.			
INFORMATION SECURITY				
1	Data should be store in Current Industry Encryption format.			
2	System should support Secure Administrator access.			
3	System should support Strong Authentication mechanism			
4	There should be different Privilege mode and access rights			
5	System should be PKI enabled. Digital Certificates should be as per the Indian IT act 2000 and subsequent amendments.			
6	Should provide same Confidentiality, Integrity, Authentication, Non repudiation and Transparency for Tender and Auction Process as Manual Process.			
7	Level of SSL Encryption should be level 2 or higher.			
8	System should support Perimeter Security Layers for avoiding Unauthorized Access.			

9	System should provide Security of Tender Box			
10	e-procurement Service should be certified by STQC compliant with all the applicable requirement related to functionality, security and transparency.			
REPORTS				
1	The System should be capable of generating detailed reports in Excel / HTML or any other format specified by BOB.			
2	The System should be capable of providing Event-wise bid history, vendor-wise, product-wise, date-wise, time-wise reports.			
EXTRA FEATURES				
1	System should compatible with all major browser			
2	System should have facility of e-payment.			
3	System should be scalable and should permit expansion of both the capacity and functionality.			
4	System should be able to integrate with other system by open API			
5	System should have strong analytics capabilities with Fraud Analytics			
6	Supplier performance module to help in vendor rationalization based on score card			

Scoring methodology for functional parameters:

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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Please Note – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “No Marks (Not Supported / Unavailable)” in the Functional and Technical Scoring Sheet.

Annexure 12 - 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.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance at no extra cost to bank for the entire contract period

Vendor will have to guarantee a minimum uptime of 98.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 98.5% 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.

Application Uptime:

Uptime Percentage	Penalty Details
A >= 98.5%	No Penalty
A < 98.5%	Penalty at an incremental rate of 2% of total cost of all live events for every 0.1% lower than the stipulated uptime

Call Resolution for Bidders:

Type of Calls	Stipulated resolution time	Penalty Details
Final Submission related Calls	Maximum 30 Minutes	Penalty at an incremental rate of 2% of cost of respective event for every 30 minutes lower than the stipulated resolution time

Type of Calls	Stipulated resolution time	Penalty Details
Other Calls	Maximum 5 Hours	Penalty at an incremental rate of 2% of cost of each event for every hour lower than the stipulated resolution time

Call Resolution for Bank:

Type of Calls	Stipulated resolution time	Penalty Details
Issues related to uploading of RFP/Tender (predefined templates)	Maximum 3 Hours	Penalty at an incremental rate of 2% of cost of each event for every hour lower than the stipulated resolution time
Other Calls/ Issues related to uploading of RFP/Tender (New templates)	Maximum 8 Hours	Penalty at an incremental rate of 2% of cost of each event for every hour lower than the stipulated resolution time

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 25% of total cost of all live events and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 98.50% 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.

The vendor need to submit uptime report, SLA report and call resolution report (Type of call, resolution time, root cause, action taken, resolution time etc) along with the invoices.

Annexure 13 - Performance Guarantee

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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

WHEREAS M/S (Name of 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 its Office at and a branch interaliaat..... 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 ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a) our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)

- b) this Bank Guarantee shall be valid and remain in force up to and including the date and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager
Seal and Address

Annexure 14 – Commercial Bid Format

S. No.	Items	Cost per event (₹) (C)	Qty (D)	Total Amount (₹) (Cx D)
A. One Time Cost (OTC)				
1.	Implementation Cost			₹ 0.00
B. Event wise Cost (Recurring)				
1.	e-procurement event*	₹ 0.00	1,000	₹ 0.00
2.	Reverse Auction event*	₹ 0.00	150	₹ 0.00
3.	STQC Audit Charges (per year)	₹ 0.00	5	₹ 0.00
4.	Onsite Support/Training Charges per day	₹ 0.00	120 Days	₹ 0.00
5.	Any Other Charges **	₹ 0.00	X	₹ 0.00
Total Cost of Ownership (TCO) in words (A+B)				₹ 0.00

Remarks:

- The implementation cost must not more than 10% of the Total Cost of Ownership (TCO).*
- The Onsite Support/Training Charges as per line item no. 4 needs to be factored as per Clause 16.b of Annexure – 10 (Technical Requirement).*
- All qty mentioned are for whole contract period of 5 years. The qty mentioned against all items are approximate & tentative in nature which will be considered for arriving at TCO for all evaluation purposes. However Bank may or may not order any no. of these quantities during the tenure of the 5 Years Contract Period at its own discretion.*
- In the case of additional requirements desired by the Bank during the rate contract period, over and above the quantity for which rate contract is placed with a particular vendor then the maximum order which the Bank can place would be an addition of 25% of the quantity for which rate contract is placed.*

Note:

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

- c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. All Deliverables to be supplied as per RFP requirements provided in the tender
- e. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- f. The prices quoted by the bidder shall be all inclusive taxes.
- g. ** Details to be provided for any commercial provided against “Any Other Charges”.
- h. All event mentioned above shall comprise of the entire process of tendering including training for BOB officials and participating bidders and also customization requested by Bank.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 15 – Masked Commercial Bid Format

S. No.	Items	Cost per event (₹) (C)	Qty (D)	Total Amount (₹) (CxD)
C. One Time Cost (OTC)				
1.	Implementation Cost			
D. Event wise Cost (Recurring)				
1.	eProcurement event*		800	
2.	Reverse Auction event*		100	
3.	STQC Audit Charges		5	
4.	Onsite Support/Training Charges per day		120 Days	
5.	Any Other Charges **			
Total Cost of Ownership (TCO) in words (A+B)				

Remarks:

- The implementation cost must not more than 10% of the Total Cost of Ownership (TCO).*
- The Onsite Support/Training Charges as per line item no. 4 needs to be factored as per Clause 16.b of Annexure – 10 (Technical Requirement).*
- All qty mentioned are for whole contract period of 5 years. The qty mentioned against all items are approximate & tentative in nature which will be considered for arriving at TCO for all evaluation purposes. However Bank may or may not order any no. of these quantities during the tenure of the 5 Years Contract Period at its own discretion.*
- In the case of additional requirements desired by the Bank during the rate contract period, over and above the quantity for which rate contract is placed with a particular vendor then the maximum order which the Bank can place would be an addition of 25% of the quantity for which rate contract is placed.*

Note:

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

- c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. All Deliverables to be supplied as per RFP requirements provided in the tender
- e. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- f. The prices quoted by the bidder shall be all inclusive taxes.
- g. ** Details to be provided for any commercial provided against “Any Other Charges”.
- h. All event mentioned above shall comprise of the entire process of tendering including training for BOB officials and participating bidders and also customization requested by Bank.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 16 – Methodology and Detailed Project Plan

1. Bidder should cover details of the proposed methodology for providing services relating to Design and Implementation of e-procurement System. The methodology should include aspects such as
 - a. Approach and methodology for design phase
 - b. Software/system implementation
 - c. System roll out
 - d. Training
 - e. Project management
 - f. System maintenance and support including.
 - Bidder's presence in India
 - Bidder's support mechanism
 - Support centres (No. of support centres, locations, staffing etc.)
 - Whether dedicated support staff will be maintained at Bank of Baroda on an ongoing basis
 - Call centres / Help desk
 - Give details of any business associates/affiliates/franchisees of the bidder who perform support function
2. Bidder may give suggestions on improvement of the scope of work given in the RFP and may mention the details of any add on services related to services over and above what is laid down in the tender document.
3. Bidder is expected to provide details of the organization structure proposed for the execution of this contract. This should cover the composition of the complete team including Lead Bidder and Consortium members including their escalation matrix.
4. A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

S. No.	Item of Activity (Project Plan)	Month wise Program			
		Month 1	Month 2	Month 3	Month 4
1	Activity 1				
1.1	Sub-Activity 1				
1.2	Sub-Activity 2				

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 17 – Details of past implementations

Please provide details of prior experience in design, deployment and implementation of e-Procurement System at other commercial banks.

For each prior experience reference that the bidder wants to highlight, one sheet in the below template must be submitted as part of the technical bid in the proposal.

Name of the bidder for which client reference is being provided	
Name of the client	
Country	
Client address	
Description of the assignment and the scope of services delivered by the bidder to the clients; please specify modules deployed as part of the e-procurement System	
Description of the solution implemented. Also indicate whether it is the same as the solution proposed to the Bank.	
Assignment duration (in months)	
Assignment start date (Month & Year)	
Assignment end date (Month & Year)	
Total no. of staff months in the assignment	
Approximate value of contract (in INR)	
Client Reference 1	Name: Designation: Address: Phone No: Mob No: Email ID:
Client Reference 2	Name: Designation: Address: Phone No: Mob No: Email ID:

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 18 – 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.

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 19 – Conformity with Hardcopy Letter

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

To

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

Sir,

Sub: RFP for Selection of Application Service Provider for providing e-Procurement Services for a period of 5 years.

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:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #