

Request for Proposal for Supply, Implementation and Maintenance of Application Programming Interface Management (APIM) Solution

Bank of Baroda

5th September 2017 RFP Reference: BCC:IT:PROC:109:69



[A] Important Dates:

#	Particulars	Timeline		
1	RFP Issuance Date	5 th September 2017		
2	RFP Coordinator Name, Contact details (Bank)	 Mr. Arnab Das, Manager (IT) Contact No 022-66981556 / 3237 / 3228 Email:rfp.it.procurement@bankofbaroda.co.in Postal Address: The Chief Manager (IT Security), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 3rd Floor, BKC, Mumbai – 400051 		
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	5:00 PM on 9 th September 2017		
4	Pre-bid Meeting	3:30PM on 12 th September 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051		
5	Last Date of Submission of RFP Response (Closing Date)	3:30 PM on 26 th September 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051		
6	Eligibility Cum Technical Bid Opening Date	4:00 PM on 26 th September 2017 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051		
7	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.		
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)		



[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

- 1. Bank, BOB means 'Bank of Baroda'
- 2. Recipient, Respondent, Bidder, 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 Bidder 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 Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



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1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a Bidder for Supply, Implementation and Maintenance of Application Programming Interface Management (APIM) Solution.

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 Bidder 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 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 Bidder, not limited to those selection criteria set out in this RFP document.

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

2.1.1 Application Money

Application Money as mentioned in "[A] Important Dates – 8. Application Money" by way of Bankers Cheque / Demand Draft / Pay Order Favoring Bank of Baroda, payable at Mumbai, which is nonrefundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

2.1.2 **RFP Closing Date**

RFP Response should be received by the officials as indicated in "[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)" as per the details given in this Section.

2.2 Registration of RFP Response

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

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

2.3 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected



Bidderfor future requirement for various items/activities as described in the RFP after expiry of current assignment period.

2.5 Contract period

The Contract with the selected Bidder will be valid for a period of 5 years from the date of placing purchase order. The Bank will have the right to renegotiate these prices at the end of the contract period.

2.6 Requests for Information

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

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the format as per Annexure 06 – Comments Format only.

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

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

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

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

2.7 Notification

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

2.8 Disqualification

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



2.9 Language of Tender

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

2.10 Formats of Bids

The Bidders 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 Bidders have rendered their services for execution of similar projects.

2.11 Timeframe

The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.12 RFP Response Submission Details

Eligibility Cum Technical and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

a) "ELIGIBILITY CUM TECHNICAL BID FOR BANK OF BARODA – RFP FOR SUPPLY, IMPLEMENTATION AND MAINTENEANCE OF APPLICATION PROGRAMMING INTERFACE MANAGEMENT (APIM) SOLUTION– TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE

BIDDER DETAILS:

NAME, **EMAIL ADDRESS**, **CONTACT NUMBER**" on the top of the sub-envelope containing the eligibility cum technical bid. The envelope should also have the Application Money Demand Draft / Banker's Cheque as per 2.1.1 and the EMD as per 2.13. This sub-envelope should have hard copy and CD of Eligibility and Technical Bid Content. A masked copy of the entire price bid and Bill of Materials after masking the prices should accompany the Technical 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 SUPPLY,



The RFP response 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

Eligibility Cum Technical Bid

- Annexure 01 Eligibility & Technical Bid 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) and Bid Security Letter as per Annexure 03. The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected
- Annexure 04 Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee)
- Annexure 05 Undertaking from the Bidder
- Annexure 07 Conformity with Hardcopy letter
- Annexure 08 Conformity Letter
- Executive Technical Summary:
- The Executive 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 Bidder's organization and position with regards to providing the Application Programming Interface Management (APIM) Solution ii) A summary of the Bidder's services related to the proposal that will be provided as a part of this procurement iii) Brief description of the unique qualifications of the Bidder iv) A summary on capabilities such as resources and past experience of providing such solution v) Response to the technical requirements in Annexure 11 explaining the technical specifications wherever required. 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 11should 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 09 Letter of Undertaking from OSD / OEM
- Annexure 10 Undertaking on Information Security.
- Annexure 16 Masked price bid (masked price bid is a copy of the price bid <u>without</u> <u>any prices</u>. Please note that the masked price bid should be <u>exact reflection of the</u> <u>commercial bid</u> which would be submitted by the Bidder as part of the commercial offer except that the masked price bid <u>should not contain any financial information</u>.
- 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

- Covering letter on submission of Commercial bid
- Annexure 15 Commercial Bid
- Annexure 07 Conformity with Hardcopy letter
- One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided.

IMPORTANT POINTS TO BE NOTED

- a) The sealed bid envelopes with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point "[A] Important Dates – 2. RFP Coordinator Name, Contact Details (Bank)". The Bank has established a RFP coordinator to provide a venue for managing Bidder 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 subenvelope 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:

The General Manager (CTO & Head - IT Projects &CRM) Bank of Baroda, Baroda Sun Tower C-34, G-Block, BKC, 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 annexure 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.

2.13 Earnest Money Deposit

The Bidders will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the bank in point "[A] Important Dates – 9. Bid Security (Earnest Money Deposit)". The earnest money deposit is required to protect the Bank against the risk of Bidder's conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring "Bank of Baroda" payable at BKC, Mumbai or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in the form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The earnest money deposit of a Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the Bidder withdraws its bid during the bid validity period.

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

Successful Bidder – Earnest money deposit or bank guarantee will be discharged upon the Bidder furnishing the performance guarantee. The EMD of the successful Bidder may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the Bidder fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the Bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

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

2.14 Commercial Bid

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. 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. The Vendor is expected to provide the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response). 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 15. 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.

2.15 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 General Manager (CTO & Head – IT Projects & CRM) at gm.itprojects.bcc@bankofbardoa.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 and Project Overview

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

Bank of Baroda is floating the RFP to select a Bidder for Supply, Implementation and Maintenance of Application Programming Interface Management (APIM) Solution.

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, BandraKurla 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 Bidders, hereafter called as 'Bidders / Bidders', to participate in the competitive bidding for entering into a Contract with the selected Bidder for supply, implementation and maintenance of Application Programming Interface Management Solution..

In the digital world, Application Programming Interfaces Management (APIM) solution are essential for executing ideas quickly and seizing new business opportunities. APIs are the building blocks of digital transformation, enabling organizations to deliver exceptional customer experiences, create new revenue streams and connect partner ecosystem, employees, apps and devices to data—anytime, anywhere.

The Bank, for this purpose, invites proposal from Bidders 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 for supply, implementation and maintenance of Application Programming Interface Management Solution mentioned in Annexure 11. The participating Bidder must agree all our terms & conditions mentioned under this RFP.

3.3 Project Scope

Bank want to implement API management solution which would build the foundation needed to manage the entire API lifecycle along with targeted tools to help different stakeholders efficiently complete the work required to move APIs through each step. Bidder should provide turnkey solution for publishing various external and internal APIs along with the capability of secure consistent and modern API gateways functionality for existing back-end services hosted anywhere. The solution should provide various insights related to API consumption and health. Solution be capable of automatic onboarding to help Bank managing/running the API program.

Detailed of the solution requirement is provided in the Annexure- 11 of the RFP document. Bidder need to provide, implement and manage the entire API management solution for the period of five years.

The Application should be sized for Active- Active cluster at DC & Active-Active cluster at DR so that the solution and infrastructure can fall back on each other. DC - DR



replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

Proposed solution should be highly scalable architecture, initially supporting 1000 transactions per second (TPS) considering average payload of 30 Kb and 500 concurrent users. Bidder should also create test and development setup for 6 users simulating near production functionalities

Proof of Concept (POC)

Bidders as part of technical evaluation have to demonstrate Proof of Concept (POC) of their Application Programming Interface Management solution. POC will be based on the following conditions:

- All and any cost associated with demonstrating the POC (including provision of Servers, technical resources, travel cost, boarding cost etc) will be to the account of the Bidder and bank will not bear any cost.
- ii) Bank reserve its right to extend / shorten the period of POC where needed.
- iii) Bidders who have failed in the POC will automatically stand disqualified technically.

3.4 Infrastructure

The Bidder needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the RFP document and propose the same as part of their technical bid submission.

However the complete Supply, Implementation and Maintenance of APIM Solution shall be part of the scope of the vendor.

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

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

The Bidder is responsible to arrive at the sizing independently based on the volume and the growth indicated in the RFP. The Bank is not responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank the Bidder will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the Bidder the required additional expenses which Bank may incur on account of such upgrades / replacements.



Enterprise license on proposed Solution (Application Programming Interface Management)

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

3.5 Disaster Recovery Mechanism

The Application should be sized for Active- Active cluster at DR location with exact 100 % replica of DC.The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

3.6 Service Levels and Uptime Guarantee

For details, please refer to Annexure 12that details the service levels.

3.7 Training

Bidder need to provide advance training for 5 days to the 10 resource as identified by the Bank. Bidder shall provide comprehensive training manual, presentations, videos, lecture notes, hand-outs and other training documentation for the training.

3.8 Application Support

Successful Bidder need to provide on 24*7 support. All P1 and P2 calls should be resolved within following stipulated timelines -

P1 call - Application is down or not accessible. Such calls should be resolved within 1 hr of raising the call with total overall cap for call resolution time of 12 hours in a year. If not resolved within stipulated time, then onsite resource should be provided to work upon the issue.

P2 call - Major features are severely impacted and temporary work around is available. E.g. Loss of data, memory leak, crashes etc. Such calls should be resolved within 4hrs of raising.



4. Evaluation process

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

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

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

4.1 Eligibility Bid

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

4.2 Evaluation Methodology for Eligible Bidder

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

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

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

• Technical Bid Evaluation

The Bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those Bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the Bidder must score a minimum of 85% compliance in Annexure 11 – Technical requirement. Even if the Bidder meets the 70 mark cut-off and does not meet this criterion of 85% compliance, the Bidder 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 of	For each Implementation (Max 4 will be evaluation, comprising 2 marks each)	2	
proposed solution (In the last 3 years) **	d solution Additional Marks for implementation in any Banking / a last 3 Financial / Insurance Sector in India / Globally. Proof		
	Maximum marks		10
Presentation cum interview	Evaluation on the following ParametersParametersQuality of PresentationPOC (Scenario will be provided by Bank to the Eligible Bidder)Scalability – Future	Max Marks 5 10 5	20
Technical Criteria compliance as per Technical Specification (Annexure 11 – Functional Scoring Sheet)	compliance as per Technicalproject requirements through the submitted technical proposal. The Technical / Functional features as part of Technical Requirement is available as part of the present solution or needs to be customizable.Specification Annexure 11 - Functional ScoringImage: specification present solution or needs to be customizable. Demonstration at Bank end and / or Client visit where		
TOTAL MARKS			100

** Copies of Work order / client reference to be provided. Credentials and other evaluation criteria will be computed as of RFP Date

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

In case there is only one Bidder having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such Bidder. In case, none of the participating Bidders qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two Bidders on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider Bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Bidder 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 Bidder who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5



years, discounted at 10% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

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

• Weighted Evaluation:

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

As an example, the following procedure can be followed:

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

$$\frac{c_{low}}{c} 100X + T(1-X)$$

C stands for discounted rate arrived basis of commercial evaluation;

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

T stands for technical evaluation score and

X is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(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 Bidder 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 Bidders to this document.



5. Terms and conditions

5.1 General

5.1.1 General Terms

- 5.1.1.1 The Bank expects the Bidder 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 Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the Bidder 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 Bidder, the tender document shall be the governing document for arrangement between the Bank and the Bidder.

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 Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected.
- 5.1.2.2 All responses should be in English language. All responses by the Bidder to this tender document shall be binding on such Bidder for a period of 180 days after opening of the commercial bids.
- 5.1.2.3 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected Bidder. Bidders 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.
- 5.1.2.4 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 Bidder 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.
- 5.1.2.5 Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.



- 5.1.2.6 The Bidder 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 Bidder subsequent to the closing date and time for submission of the offers.
- 5.1.2.7 The Bidder is required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the Bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 5.1.2.8 In case of discrepancy in soft copy and hard copy of the bids, the Bidders agree that Bank can consider hard copy as final and it will be binding on the Bidder. The Bank in this case may also reject the offer outright.
- 5.1.2.9 Based on the Bank's requirements as listed in this document, the Bidder should identify the best-suited solution that would meet the Bank's requirements and quote for the same. In case the Bidder quotes more than one items and they have not specified which particular item quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 5.1.2.10 Bidder must furnish requirements as per the formats provided in the RFP document.
- 5.1.2.11 In the event the Bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank.
- 5.1.2.12 In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 5.1.2.13 In the event optional prices are not quoted by the Bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- 5.1.2.14 The Bank is not responsible for any assumptions or judgments made by the Bidder for proposing and implementing the solution. The Bank's interpretation will be final.



- 5.1.2.15 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 5.1.2.16 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 5.1.2.17 The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.
- 5.1.2.18 If related parties (as defined below) submit more than one bid, then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:
 - a) Bids submitted by holding company and its subsidiary
 - b) Bids submitted by two or more companies having common director/s
 - c) Bids submitted by two or more partnership firms / LLPs having common partners
 - d) Bids submitted by two or more companies in the same group of promoters/management
 - e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

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 Bidders post the completion of the technical evaluation
- 5.1.3.2 The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 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 other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.
- 5.1.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder". Bidder 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 the contract period mentioned in section 2.5. Any residual payment during that period would be adjusted on a prorate basis.

5.1.4 **Price Comparisons**

- 5.1.4.1 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.
- 5.1.4.2 The successful Bidder 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 Bidders 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 Bidders to resubmit the technical/commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

- 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 Bidder should necessarily include the following:
- 5.1.4.4.1 Transportation, forwarding and freight charges of all deliverable to the site
- 5.1.4.4.2 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.
- 5.1.4.5 The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- 5.1.4.6 The Bidder 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 Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
- 5.1.4.7 End of Sales / End of support: The Bidder has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5years from the date of issue of purchase order.

5.2 Bid Security and Performance Guarantee

5.2.1 Bid Security / Earnest Money Deposit

- 5.2.1.1 Bidders are required to give an earnest money deposit of an amount as mentioned in section 2.13.
- 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 Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
- 5.2.1.3.2 In case the Bidder 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 Bidder 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 Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.
- 5.2.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder 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 Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 5.2.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

5.3 Others

- 5.3.1 The deliverables will be deemed accepted only after successful ATP and sign off from Bank's identified Project Manager.
- 5.3.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 5.3.3 By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process.



- 5.3.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 5.3.5 The Bidder 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 Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the Bidder then, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- The Bidder shall represent and acknowledge to the Bank that it possesses 5.3.6 necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The Bidder represents that the solution to be supplied in response to this RFP shall meet the proposed Bidder's requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 5.3.7 The Bidder shall represent that the solution 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 Bidder 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 Bidder 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 Bidder for performance of the obligations of the Bidder. The Bidder 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 Bidder.
- 5.3.8 All terms and conditions, payments schedules, time frame for expected service



levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the Bidder. The Bank shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Service. The Bidder 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 RFP document.

- 5.3.9 The Bank and the Bidder covenants and represents to the other Party the following:
- 5.3.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 5.3.9.2 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.
- 5.3.10 The execution, delivery and performance under an Agreement by such Party:
- 5.3.10.1 Will not violate or contravene any provision of its documents of incorporation;
- 5.3.10.2 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;
- 5.3.10.3 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;
- 5.3.10.4 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.
- 5.3.11 The Biddershall 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.



- 5.3.12 It would be the responsibility of the Bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The Bidder shall arrange road permit for locations applicable at no extra cost to the Bank.
- 5.3.13 The Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 5.3.14 The Bank will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

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 Bidders 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 Bidders 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 –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 Bidder, 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 Bidders 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 Bidders for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is



found not suitable to the proposed project.

- 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 Bidder, 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 Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right todo price discovery and engage the successful Bidder in discussions on the prices quoted.
- 5.4.10 Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities
- 5.4.11 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 Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.
- 5.4.12 There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of the Bank and / or its consultants.
- 5.4.13 Bidder 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 Bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform



the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

- 5.4.14 Letter of Undertaking from OSD / OEM (Annexure 09) The Bidder should furnish a letter from original equipment manufacturer / original solution developers (OEM / OSD) authorizing the Bidder to quote for OEM's / OSD's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty and support from the OEM / OSD in respect of the items stipulated in the RFP.
- 5.4.15 Undertaking on Information Security (Annexure10) The Bidder should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the Bidder's end providing an undertaking on Information Security of Authenticity for the solution supplied. This undertaking from both OEM and the Bidder is on Information security as per regulatory requirement.
- 5.4.16 The Bidder shall perform its obligations under this Tender as an independent contractor. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 5.4.17 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 5.4.18 The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Vendor needs to provide with the details about all such items considered in the RFP

5.5 Terms of Reference

5.5.1 **Delivery**

The Application Programming Interface Management Solution must be implemented as per project scope within a period of 3 months in totality from the date of purchase order by 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 Bidder 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 the maximum percentage of 5%, 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.

The Successful vendor must provide the following deliverables (collectively, the "Deliverables"):

At the end of the implementation exercise, the solution provider should provide a comprehensive report with a detail of completed implementation work. The report will consist among other things the following:

- Design Document
- Fully installed well integrated customized and functioning solution
- Security Policy Configuration as per the requirement of Bank.
- Standard Operating Procedures for developer on boarding, API security configuration, deployment, architecture/administration, API gateway configuration, creation of APIs, configuration for API and other SOP for management, integration with QRadar SIEM, configuration manual for API Management portal, Business Continuity. SOP should also cover log monitoring tool management including configuration, agent deployments, backup and recovery.
- Presentation of the working solution to the IT management and staff of Bank after completion of the implementation for review and feedback
- An executive summary report for Management of the implemented solutions
- Installation and Configuration manuals
- Troubleshooting manuals

5.5.2 **Payment Terms**

The vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders 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 Bidder, in case of delays or defaults on the part of the Bidder. 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 Bidder in the price bid against such activity / item.

The payment will be released as follows:

a) Software Licenses

- 50% of the license cost on delivery of Software Licenses plus 100% of GST (wherever applicable) at actuals. The required documents to be provided along with original invoice:
 - a. Original delivery Challans duly stamped and signed by the Bank Official along with invoices mentioning GST amount.

Bank of Baroda

• 50% of the license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager &Bidder representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.

b) Implementation Cost (OTC)

- 70% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
- 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off
- c) AMC / ATS Payable annually against receipt of satisfactory service report of previous year from the Bank's Project / Operation Manager.
- d) Onsite Support Charges Payable annually at the end of each year against receipt of satisfactory support report of previous year from the Bank's Project / Operation Manager.

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

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder 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.



6. General Terms and Conditions

6.1 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.

6.2 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.

6.3 Notices and other Communication

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

Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days



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

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

6.4 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.

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

6.5 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.

6.6 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.

6.7 Confidentiality

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

- 6.7.1. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/ customer information which may be communicated to or come to the knowledge of Vendor or vendor's employees during the course of discharging their obligations shall be treated as absolutely confidential and Vendor irrevocably agrees and undertakes and ensures that vendor and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The vendor shall not use or allow to be used any information other than as may be necessary for the due performance by Vendor of its obligations hereunder.
- 6.7.2. Vendor shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Vendor
- 6.7.3. Vendor shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 6.7.4. Vendor shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement. Also so far as it is practicable Vendor shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Vendor or its affiliates.
- 6.7.5. Vendor shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- 6.7.6. Vendor hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Empanelment Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency for the purpose of performing any of its obligations under the contract.
- 6.7.7. However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:
 - i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;



- ii. Prior to the disclosure by BOB was known to or in the possession of the Vendor at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Vendor from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
- 6.7.8. The Vendor agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- 6.7.9. In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Vendor to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India. The confidentiality obligations shall survive the expiry or termination of the RFP / agreement between the vendor and the Bank.



6.8 Termination

Bank shall have the option to terminate this RFP and / or 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 this RFP & the subsequent Agreement for convenience.

However 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 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 three (3) 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 endeavors to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

6.9 Publicity

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

6.10 Solicitation of Employees

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

6.11 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.

6.12 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.

6.13 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 and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so 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.

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

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

6.14 Order Cancellation

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:

- 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 purchase order value inclusive of all taxes, duties, levies etc.
- Failure of the vendor make good the situation within the remedy period
- The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.
- The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise



An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

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.

6.15 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 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 subcontractors
- 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 or subcontractors.

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
- Co-operates 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 deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

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

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



6.16 Corrupt and Fraudulent Practices

- 6.16.1 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.

Vendors responding to this RFQ need to sign the Integrity Pact (IP) as per attached Annexure 17 which will be also signed by Banks representative.

- 6.16.2 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.
- 6.16.3 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.

6.17 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.

6.18 Authorized Signatory

The selected vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The vendor shall furnish proof of signature identification for above purposes as required by the Bank.

6.19 Service Level Agreement and Non-Disclosure Agreement

The selected vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as



detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank.

6.20 Right to Reject Bids

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

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

6.21 Limitation of Liability

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

Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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

Under no circumstances BOB shall be liable to the selected vendor 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.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

6.22 Ownership, Grant and delivery

The Bank can use the software at any of its branches and locations without restriction



and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

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

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

6.23 Escrow Mechanism

The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/procured by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor. The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the solution which has been duly reviewed by an external independent organization.

6.24 Provident Fund

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

6.25 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.

6.26 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.

6.27 Contract Review and Effect of Termination

The Bank desires to appoint the successful Bidder for a contract period mentioned in section 2.5, 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.

6.28 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 statue, 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.

6.29 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.

6.30 Set-off

- 6.30.1 Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Vendor against payments due and payable by Bank to the Vendor for the services rendered.
- 6.30.2 The provisions of this Clause shall survive the termination of this Agreement.



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 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following

Section #	Section Heading	Performa Given
1	Covering letter certifying eligibility criteria compliance	Bidder to provide
2	Eligibility criteria compliance with Bidder comments	Annexure 02
3	Credential letters / Purchase orders / Supporting documents	Bidder to provide
4	Application Money Demand Draft	Bidder to provide
5	Bid Security Letter	Annexure 03
6	Bid Security (Earnest Money Deposit) Or	Bidder to provide DD
	Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	Or Annexure 04
7	Undertaking Letter	Annexure 05
8	Conformity with Hard Copy	Annexure 07
9	Conformity Letter	Annexure 08
10	Letter of Undertaking from OSD / OEM	Annexure 09
11	Undertaking of Information Security	Annexure 10
12	Executive Technical Summary	Bidder to provide
13	Copy of the tender document along with the addendums duly sealed and signed on all the pages of the document.	Bidder to provide
14	CD containing soft copy of the Annexures and the scanned copies of supporting documents.	Bidder to provide
15	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that <u>the masked price</u> <u>bidshould not contain any financial information</u>)	Annexure 16
16	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
17	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide



ma Given
nnexure 17

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

Commercial Bid envelope to contain the following

Section #	Section Heading	Proforma Given
1	Covering letter on submission of Commercial Bid	Bidder to provide
2	Conformity with Hard Copy	Annexure 07
3	Commercial Bid	Annexure 15
4	CD containing soft copy of the commercial bids	Bidder to provide

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



Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
Α	General		
1	Bidder must be a Government Organization / PSU / partnership firm / LLP or private / public limited company in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 st April 2016 till date.		Letter of confirmation from Bidder.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
4	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
В	Financial		
1	The Bidder must have registered a turnover of Rs. 100 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2014-15, 2015-16 and 2016-17* (Not inclusive of the turnover of associate companies)		AuditedFinancialstatementsforthefinancialyears2014-15,2015-16and2016-17*.CertifiedletterfromCharteredAccountant.TheCAcertificatecertificateinthisregardshouldbeanyridersorqualification.
2	The Bidder must be net profit (after		Audited Financial



	tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2014-15, 2015-16 and 2016-17* OR The Bidder must be a cash profit making entity (Net profit + depreciation) (from Indian operations only) continuously for the last three years, that is financial years - 2014-15, 2015-16 and 2016-17* AND must have a networth** of Rs. 50 crores in each of the last two financial years. (Not inclusive of the turnover of associate companies)	statements for the financial years 2014-15, 2015-16 and 2016-17*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
С	Technical	
1	The Bidder should be an OSD or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.	Letter of confirmation from OSD need to be submitted.
2	If Bidder (partner of Original Solution Developer (OSD) is not able to fulfill its obligation to support the solution during the contract period, OSD will have to ensure support as per contract. An undertaking from the OSD to this effect must be submitted	Letter of confirmation from OSD need to be submitted.
3	If OSD is bidding directly they cannot submit another bid with any Bidder.	Letter of confirmation from OSD in case if OSD is bidding directly
D	Experience & Support Infrastructu	re
1	The proposed Solution should have been implemented in at least 3 organizations out of which, one should be Commercial Banks / Financial Institution in India in last 3	Documentary Proof of order / contract copy / customer credentials.



	financial years.	
2	Bidder should have direct support offices in Mumbai and Hyderabad	Letter of confirmation

* If 2016-17 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2013-14 along with an undertaking letter from the bidder that the 2016-17 Statements are not audited.

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

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

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



Annexure 03 - Bid Security Letter

- 3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:
 - a) Withdraws its Bid during the period of Bid validity specified by the Bidder 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 Bidders.

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 Bidder.

- 4 The Bid Security shall be returned to unsuccessful Bidders within thirty (30) days from the date of the award of contract to a successful Bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.
- 5 The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.
- 6 The Bidder represents and warrants that the Bidder 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 Bidder 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 Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.



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

Place:

Date:

Seal and signature of the Bidder



Annexure 04 - Bid Security Form

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

То

Chief Technology Officer and Head - IT Projects & CRM Bank of Baroda, Baroda Sun Tower Bandra Kurla Complex Bandra (E), Mumbai 400 051

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for providing Windows based servers and its components in response to Request for Proposal (RFP) No. (hereinafter called "the Bid") issued by Bank of Baroda.

KNOW ALL PEOPLEby 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 Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder, 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. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
- 2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.



Annexure 05 – Undertaking

То

Chief Technology Officer and Head - IT Projects & CRM Bank of Baroda, Baroda Sun Tower Bandra Kurla Complex Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Application Programming Interface Management (APIM) Solution

- 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......20

Yours faithfully,

Authorized Signatory Name: Designation: Bidder's Corporate Name Address Email and Phone # (This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)



Annexure 06 - 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:

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

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



Annexure 07 – Conformity with Hardcopy Letter

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

То

Chief Technology Officer and Head - IT Projects & CRM Bank of Baroda, Baroda Sun Tower Bandra Kurla Complex Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Application Programming Interface Management (APIM) Solution

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: Bidder'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)

То

Chief Technology Officer and Head - IT Projects & CRM Bank of Baroda, Baroda Sun Tower Bandra Kurla Complex Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Application Programming Interface Management (APIM) Solution

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

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

Yours faithfully,

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



Annexure 09 – Letter of Undertaking from OSD / OEM

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

То

Chief Technology Officer and Head - IT Projects & CRM Bank of Baroda, Baroda Sun Tower Bandra Kurla Complex Bandra (E), Mumbai 400 051

Sir,

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

Yours Faithfully

Authorised Signatory (Name:

Phone No.

Fax

E_mail

)



Annexure 10–Undertaking of Information Security

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

To Chief Technology Officer and Head - IT Projects & CRM Bank of Baroda, Baroda Sun Tower Bandra Kurla Complex Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Application Programming Interface Management (APIM) Solution

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: Bidder's Corporate Name Address Email and Phone #



Annexure 11 - Technical Requirement

Bank will award the contract to the successful Bidder and the Bidder should deliver the service with the following scope.

S.No	Specifications	Score	Compliance(Y/N)	Remarks
Α	Platform and Solution			
1	The Solution proposed should support Hardware/ Appliance/cloud based/Software form factor	10		
2	The Proposed solution should support for Docker / Hybrid /SaaS	10		
3	The proposed solution should support Clustered architecture to allow linear scalability across multiple instances with automatic failover	20		
4	The Proposed solution should have comprehensive platform for API and application development and execution.	10		
5	The Proposed solution should offer offers common backend services in the form of SDKs/APIs that can be used/shared across multiple backend /mobile/IoT apps	20		
6	The Proposed solution have feature to enable business users to create APIs from legacy and modern data sources and apps through automation and business logic enforcement to rapidly expose data sources	10		
В	API Transformation/ Modelling/Design			
7	The API platform proposed should support the Transformations to enable interoperability of different API forms like out-of-the-box SOAP <-> REST and XML <- > JSON transformation	20		
8	The solution should support mobile streaming protocols like Web Socket and XMPP	20		
9	The solution should map enterprise data sources to JSON (e.g. EDI standard formats, flat files, Oracle, Microsoft SQL Server)	20		
10	The proposed solution should be able to Support existing APIs and developer preferences without use of customized adapters etc.	10		



S.No	Specifications	Score	Compliance(Y/N)	Remarks
11	The proposed solution should offers a visual user interface to instantly create APIs or setup complex security checks and can easily connect SOA, ESB, and legacy applications.	20		
12	The proposed solution should be able to create APIs from legacy and modern datasources like SQL , NoSQL and external API resources	10		
13	The proposed solution should be able exposes enterprise-class APIs that apply Reactive Logic rules across diverse data sources	10		
14	The proposed solution should be to support features including pagination, optimistic locking, filtering, sorting, nesting and backend optimization.	20		
С	API Rate Limiting & Traffic shaping			
15	The solution should support API throttling and Rate limiting for both single node & cluster wide	20		
16	The solution should manage API traffic prioritization	10		
17	The Solution should manage API response caching	10		
18	The Solution should limit API access based on user, time of day and/or IP address	10		
19	The proposed solution should support System level monitoring/alerting, Auditing, logging and also off-box logging	20		
20	The solution should support Geolocation access control applies GPS, geolocation aggregators and carrier coordinates to context variables	10		
21	The proposed solution should support Concurrent processing logic with support for Dynamic and intelligent routing to backend service instances	10		
D	Encryption & Certifications for Enterprise grade security			
22	The solution should be configurable for cryptographic algorithms (Triple DES, AES, SHA, RSA, ECC etc.)	20		
23	The solution should support FIPS 140-2 support	20		



S.No	Specifications	Score	Compliance(Y/N)	Remarks
24	The solution should support for onboard / external HSMs depending on the form factor of the product chosen	20		
25	The solution should be PCIDSS and ISO 27001 compatible	10		
Е	Transport Mediation			
26	The API platform proposed should Ensure IT environment is supported out of the box without having to build individual adapters significantly reducing the on-going maintenance costs	10		
27	The solution should support HTTP/HTTPS, Web socket, XMPP, WebSphere MQ, JMS, FTP, AMQP, SMTP, RAW TCP	20		
28	The solution should be interoperable with major SOA Infrastructure like IBM, Oracle, Microsoft, etc.	20		
F	API Access Control			
	The proposed API Management Solution should secure access to APIs by supporting the following requirements:			
29	The solution should be Integrated STS/SAML issuer	10		
30	The solution should support Web/browser based SSO, Oauth, HMAC, Kerberos, SSL client side certificates, JWT Signature support	20		
31	The solution should support mapping between Web Access Tokens and mobile token exchange mechanisms	10		
32	The solution should Enable and manage SSO from enterprise identities to cloud services.	20		
G	API Threat Protection			
33	The proposed API Management Solution should protect against accidental and deliberate system compromise, support cluster wide threat protection.	20		
34	The solution should support content inspection using XML Schemas, XPath JSON Schemas, JSON Path, regular expressions and string comparisons	10		
35	The solution should support protection against viruses in attachments, Corss site scripting, XML Parser attacks, XML	10		



S.No	Specifications	Score	Compliance(Y/N)	Remarks
	Morphing, schema poisoning			
36	The solution should detect and filter for sensitive/confidential content with subsequent scrubbing, rejection or redaction of messages	10		
37	The solution should support JSON configuration-based validation/manipulation: JSON Transformation (to/from XML), JSON Path Execution, JSON Schema validation, JSON document threat protection with NO JavaScript or other coding necessary	20		
38	The proposed solution should Protects against threats, OWASP vulnerabilities, SANS 20 controls and controls access with Single Sign-On and identity management, providing end-to-end security for apps, mobile, and IoT.	20		
39	The proposed solution should Passed rigorous vulnerability tests, and integrates with any popular IAM system with support forOAuth, SAML and RADIUS.	20		
40	The proposed solution should be able to support OAuth, OpenID Connect, PKI, SAML, X.509 certificates, LDAP, HTTP basic, digest, SSL client-side certificate authorization etc.	20		
41	The proposed solution should support features to track failed authentications and/or violations to identify and report patterns and potential threats	10		
Н	API Proxy Management			
42	The solution should support Centralized administration of all API proxies in a single & multiple cluster	10		
43	The solution should support Single, real time management view (i.e. dashboard) of all API proxies in the enterprise	10		
44	The solution should support Remote patching and restoration of API proxies	10		
45	The solution should support System level monitoring/alerting, Auditing, logging	10		
46	The solution should provide Java, SOAP and command line APIs for third party/remote management	20		



S.No	Specifications	Score	Compliance(Y/N)	Remarks
I	API Management			
47	The solution should support End user notifications over email, Apple Push Notification Service (APNS) and Android alerts	10		
48	The solution should support API composition & API Orchestration, API versioning & rollback	10		
49	The solution should Automate API migration across environments along with automatically resolving dependencies	10		
50	Solution should provide Policy configuration which require no coding of any kind (custom XSLT, custom JavaScript)	20		
51	The solution should provide a mechanism to automatically sync policies and other metadata between multiple nodes in a cluster for High Availability purpose & between DC & DR for business continuity.	20		
52	The proposed solution should help with effective Governance and control all APIs by supporting branching of API Policies, global API policies, API policy debug tracing, real time API Policy validation	10		
53	The solution should support alerting to administrators over SNMP, email and HTTP Post	10		
J	API Monitoring and Performance			
54	The solution should Track overall API performance & of each operation	10		
55	The solution should Track API performance by developer, by specific developer customers and by client IP	10		
56	The Proposed solution should have facility for a centralized portal that allows enterprises to engage, onboard,educate, and manage internal or external developers, publish APIs for consumption (e.g.,documentation, code examples and grouping) and provide full analytics on API usage/performance	10		
57	The solution should be able to handle 15,000 requests per second	10		
K	API Reporting			



S.No	Specifications	Score	Compliance(Y/N)	Remarks
58	The solution should have the Ability to generate reports in multiple formats (i.e. CSV, PDF and HMTL)	20		
59	The solution should have the Ability to integrate with an existing enterprise reporting system	20		
60	The solution should be able to generate API throughput report, utilization report, usage report against quota, response times	10		
61	The solution should be able to generate Report on API backend latency report	10		
L	Manage Developer Lifecycle Management			
62	The solution has the Ability to set quotas and rate limits per developer account	10		
63	The solution has the Ability to support multiple users per developer account	10		
64	The solution has the Ability to create custom fields to capture more information at time of developer registration Integrated messaging system	10		
65	The solution has the Ability to automatically generate client side code in JavaScript, node, Python, Ruby, PHP, Objective C, Java and Curl	20		
66	The solution should support Interactive API documentation	10		
67	The solution has the Ability to generate an API certificate or token (in addition to an API key)	20		
68	The solution has the Ability to create custom fields in order to capture more information about an API key/application	10		
69	The solution should support for multiple API plans, setup fee, recurring monthly fee	10		
70	The solution supports for metering/billing of a developer's customers	10		
71	The solution supports for integration with existing billing systems & payment gateways	10		
Μ	Mobile SDK			
72	The solution should support Client-side libraries, code examples and documentation to help developers simplify implementation	20		



S.No	Specifications	Score	Compliance(Y/N)	Remarks
	of SSO			
73	The solution should have Ability to leverage device OS security to create a secure SSO container	10		
74	The solution should support single API call to leverage cryptographic security (mutual SSL)	10		
75	The solution should support secure transfer, storage and pinning of certificates, adding additional trust to authentication	10		
76	The solution should support Mobile social login enables users to gain access to mobile apps through social credentials such as Facebook, LinkedIn and Google	10		
Ν	Optimization			
77	The solution should support JSON conversion and dynamic message compression	20		
78	The solution should support Cache responses to common API requests, decreasing backend service load, Pre-fetch hypermedia API content	20		
79	The solution should Aggregate responses to mobile devices to save on device processing and latency	20		
0	Partner Onboarding			
80	The proposed solution should have facility to easily expose the API's to developer community or Partners via Portal. Supports both external and internal developer/partner groups.	10		
81	The proposed solution should also have features to manage (Sample, test, sandbox) and monetize the API's	10		
82	The proposed solution should allow developers to Test, publish and manage SOAP services directly from portal	10		
83	The proposed solution should Ability to publish and manage SOAP services directly from portal	10		



S.No	Specifications	Score	Compliance(Y/N)	Remarks
84	The proposed solution should allow each business unit in an organization to publish and manage its own APIs on a single, central portal	10		
85	The proposed solution should allow developers to automatically generate client- side code in their programming language of choice	10		
86	The proposed solution should automatically create interactive documentation from industry-standard WADL/RAML files	10		
87	The proposed solution should provide Interactive API documentation, API explorer, example code and sample applications to help developers/partners speed the creation of applications	10		
88	The proposed solution should provide announcements, developer support, FAQs and discussion forums to foster community among developers	10		



Annexure 12 - Service Levels

Bidder will have to provide application support as per RFP requirement.All P1 and P2 calls should be resolved within following stipulated timelines -

P1 call - Application is down or not accessible. Such calls should be resolved within 1 hr of raising the call with total overall cap for call resolution time of12hours in a year. If not resolved within stipulated time, then necessary technical resource should be provided to work upon the issue.

P2 call - Major features are severely impacted and temporary work around is available. E.g. Loss of data, memory leak, crashes etc. Such calls should be resolved within 4hrs of raising.

The penalty will be calculated as per the details given below.

Total Call Resolution Time in a Year	Penalty Details									
For P1 calls										
0 Hrs<= A <=12 Hrs No Penalty										
12 Hrs <a<=48 Hrs 5% of cost of yearly ATS charges</a<=48 										
48 Hrs< A <= 60 Hrs	10% of cost of yearly ATS charges									
60 Hrs <a< td=""><td>Penalty at an incremental rate of 1% (in addition to a base of 10%) of cost of yearly ATS charges for every 1 hour lower than the stipulated total call resolution time in a year.</td></a<>	Penalty at an incremental rate of 1% (in addition to a base of 10%) of cost of yearly ATS charges for every 1 hour lower than the stipulated total call resolution time in a year.									
For P1 & P2 Calls										
P1 & P2 calls which will not resolved within stipulated timeline (i.e. 1 Hr and 4 Hrs.) Penalty will be charged additionally at an incremental rate of 0.5% of cost of yearly ATS charges for every 1 hour lower than the stipulated call resolution time.										

SLA penalty would be adjusted from subsequent ATS payment. The SLA charges will be subject to an overall cap of **30% of the yearly ATS charges** and thereafter, Bank has the discretion to cancel the contract. In case if there is no pending invoices to be paid by the Bank to the Bidder, the Bidder has to submit a pay order / cheque payable at Mumbai in favor of Bank of Baroda for the same within 15 days from the notice period from the Bank.



Annexure 13 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

То

Chief Technology Officer and Head - IT Projects & CRM Bank of Baroda Baroda Sun Tower Bandra Kurla Complex Bandra (E), Mumbai 400 051

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

AND WHI	EREAS a	t the	reque	st of	f the I	Bidder, WI	Ε,				,a
body co	rporate	in t	terms	of	the	Banking	Companies	Acquisition	and	Transfer	of
Undertak	kings Act	,197	0/198	0 ha	aving	iťs	-	-		Office	e at
										and	а
branch in	teraliaat.							India have	agree	d to issue	the
BANK GL	JARANTE	EE.							•		

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



conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-.(Rupees

..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

- 2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
- 4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability limit of Rs./-(hereunder bevond the Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
- 5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
- 6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of 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 Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before



expiry of Bank Guarantee.

- 8. Any notice by way of demand or otherwise hereunder may be sent by special courier, 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 Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
- 11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
- 12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
- 13. Notwithstanding anything contained herein above;
 - a) our liability under this Guarantee shall not exceed Rs.only)
 - b) this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
- 14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of 20.....

For and on behalf of

Branch Manager Seal and Address



Annexure 14-Bank Guarantee for early release of retention money

BANK GUARANTEE

(FORMAT OF BANK GUARANTEE)

То

Chief Technology Officer and Head - IT Projects & CRM Bank of Baroda, Baroda Sun Tower Bandra Kurla Complex Bandra (E), Mumbai 400 051

Dear Sir,

<detailsof equipment that supplied to be filled in table>

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the Bidder, indulgence



shown to the Bidder by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Bidder by any forbearance whether as to payment, time performance or otherwise.

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

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

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

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

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

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

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

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

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

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

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

Dated this day of 201 at



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

Authorised Signatory in favour of the Bank

Designation



Annexure 15 – Commercial Bid Format

		OTC	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
S.N o	ltems	(One Time Cost)	AMT	AMT	AMT	AMT	AMT	AMT
1	Enterprise License Cost	0.00	Х	Х	Х	Х	Х	0.00
2	Implementation Cost	0.00	Х	Х	х	х	х	0.00
3	ATS (Annual Technical Support& Onsite Support Charges)	х	0.00	0.00	0.00	0.00	0.00	0.00
4	Training Cost	0.00	х	х	Х	Х	х	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GST Percentage (%)								0.00
GST Amount								0.00

Note:

- 1. For each of the above items provided the Bidder is required to provide the cost for every line item where the Bidder has considered the cost in BOM.
- 2. The Bidder 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 Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- 3. 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.
- 4. All Deliverables and Services to be provided as per requirements specified in the RFP.
- 5. The cost needs to include for all deliverables, services and other requirement as mentioned in the RFP
- 6. The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost
- 7. All prices to be in Indian Rupee (INR) only.
- 8. 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.

- 9. Details of the Bill of material to be provided for HW, appliance, software and additional component if any proposed for the solution along with the commercial bid.
- 10. Implementation Cost should include Implementation, Installation, configuration, customization of Application Programming Interface Management solution and other activities as defined in the scope of the RFP. The cost should also include training and other needs as detailed in the RFP.
- 11. Onsite Support for the solution will be provided in the form of Level 3 support which means consulting support given to Level 2 Support, where the Supplier intervention will be required. Typical Level 3 Support activities are: provide work around and/or bug-fixing for the reported issues, preliminary analysis of enhancement requests and Customizations. BOB will retain issue management and escalation responsibilities for the issue until resolution.
- 12. There should be soft support for the issues mentioned and there must be a Single Point of contact to consult any issue faced

Authorized Signatory Name: Designation: Bidder's Corporate Name



Annexure 16 – Masked Commercial Bid Format

		OTC	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
S.N o	ltems	(One Time Cost)	AMT	AMT	AMT	AMT	AMT	AMT
1	Enterprise License	0.00	×	х	х	х	x	0.00
2	Implementation Cost	0.00	×	×	Х	X	Х	0.00
3	ATS (Annual Technical Support& Onsite Support Charges)	х	0.00	0.00	0.00	0.00	0.00	0.00
4	Training cost	0.00	X	Х	Х	Х	X	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GST Percentage (%)								
GST Amount								0.00

Note:

- 1. For each of the above items provided the Bidder is required to provide the cost for every line item where the Bidder has considered the cost in BOM.
- 2. The Bidder 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 Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- 3. 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.
- 4. All Deliverables and Services to be provided as per requirements specified in the RFP.
- 5. The cost needs to include for all deliverables, services and other requirement as mentioned in the RFP
- 6. The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost
- 7. All prices to be in Indian Rupee (INR) only.
- 8. 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.

- 9. Details of the Bill of material to be provided for HW, appliance, software and additional component if any proposed for the solution along with the commercial bid.
- 10. Implementation Cost should include Implementation, Installation, configuration, customization of Application Programming Interface Management solution and other activities as defined in the scope of the RFP. The cost should also include training and other needs as detailed in the RFP.
- 11. Onsite Support for the solution will be provided in the form of Level 3 support which means consulting support given to Level 2 Support, where the Supplier intervention will be required. Typical Level 3 Support activities are: provide work around and/or bug-fixing for the reported issues, preliminary analysis of enhancement requests and Customizations. BOB will retain issue management and escalation responsibilities for the issue until resolution.
- 12. There should be soft support for the issues mentioned and there must be a Single Point of contact to consult any issue faced.

Authorized Signatory Name: Designation: Bidder's Corporate Name



Annexure 17 – Integrity Pact

PRE CONTRACT INTEGRITY PACT

General

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

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

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

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such



information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

Commitments of BIDDERs

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 2.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or



before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

3 Previous Transgression

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

4 Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favour of Bank of Baroda
 - (ii) A confirmed guarantee by an Indian Nationalised Bank other than Bank of



Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2 The Earnest Money/Security Deposit shall be valid upto a period of three years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- 5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.



- 5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

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

7 Independent Monitors

- 7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.(Name: Mr. Shirish Balakrishna Agarkar (email id:agarkar.bob1@gmail.com)
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to



all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction

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

10 Other Legal Actions

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

11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER



Name of the Officer:

Designation:

Witness

1. _____

2. _____

Chief Executive Officer

Department:

Witness

- 1. _____
- 2. _____