

Request for Proposal for Supply, Implementation and Maintenance of Database Activity Monitoring (DAM) Solution RFP Reference: BCC:CISO:113:329 dated 11-Jun-21 Addendum 1 dated 25-Jun-2021

Sr. No.	Clause in RFP	Clarifications / Changes made
1	<p>Point No. 05 – Page 2</p> <p>.....</p> <p>[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)</p> <p>.....</p> <p>15:00 hours IST on 2nd July 2021</p> <p>.....</p>	<p>Point No. 05 – Page 2</p> <p>.....</p> <p>[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)</p> <p>.....</p> <p>15:00 hours IST on 9th July 2021</p> <p>.....</p>
2	<p>Point No. 06 – Page 2</p> <p>.....</p> <p>[A] Important Dates – Eligibility Cum Technical Bid Opening Date & Time</p> <p>.....</p> <p>16:30 hours IST on 2nd July 2021.</p> <p>The eligibility cum technical bid opening will be held online through Bank’s Online Meeting Platform (i.e. Microsoft Teams).</p> <p>Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on nilesh.shaw@bankofbaroda.com Email ID after RFP submission time is over.</p> <p>Meeting invite Link will be sent by the Bank to bidder’s provided email IDs to join the Online Meeting as per the schedule mentioned above.</p> <p>.....</p>	<p>Point No. 06 – Page 2</p> <p>.....</p> <p>[A] Important Dates – Eligibility Cum Technical Bid Opening Date & Time</p> <p>.....</p> <p>16:30 hours IST on 9th July 2021.</p> <p>The eligibility cum technical bid opening will be held online through Bank’s Online Meeting Platform (i.e. Microsoft Teams).</p> <p>Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on nilesh.shaw@bankofbaroda.com Email ID after RFP submission time is over.</p> <p>Meeting invite Link will be sent by the Bank to bidder’s provided email IDs to join the Online Meeting as per the schedule mentioned above.</p> <p>.....</p>
3	<p>Point No. 09 – Page 3</p> <p>.....</p> <p>[A] Important Dates –Bid Security (Earnest Money Deposit)</p> <p>.....</p> <p>Rs. 5,00,000/- (Rupees Five Lakhs Only)</p> <p>.....</p>	<p>Point No. 09 – Page 3</p> <p>.....</p> <p>[A] Important Dates –Bid Security (Earnest Money Deposit)</p> <p>.....</p> <p>Bidders need to sign "Bid Security Declaration" (attached as Annexure - 03) accepting that if they withdraw or modify their bids during period of validity, they will be suspended for the time period equal to bid validity period as specified in the</p>

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		tender documents.
4	<p>2. RFP Response Terms</p> <p>.....</p> <p>2.12 RFP Response Submission Details</p> <p>.....</p> <p>Eligibility Cum Technical Bid</p> <ul style="list-style-type: none"> 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 / NEFT or RTGS Confirmation / Bank Guarantee towards Application Money / Bid Security are liable to be rejected. <p>.....</p>	<p>2. RFP Response Terms</p> <p>.....</p> <p>2.12 RFP Response Submission Details</p> <p>.....</p> <p>Eligibility Cum Technical Bid</p> <ul style="list-style-type: none"> Application Money and Bid Security Declaration as per Annexure - 03.The RFP response without accompanying the Demand Draft / Banker’s Cheque / NEFT or RTGS Confirmation / Bank Guarantee towards Application Money along with Bid Security Declaration are liable to be rejected. <p>.....</p>
5	<p>2. RFP Response Terms</p> <p>.....</p> <p>2.13 Earnest Money Deposit</p> <p>.....</p> <p>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 –Bid Security (Earnest Money Deposit)”. The earnest money deposit is required to protect the Bank against the risk of Bidder’s conduct.</p> <p>The Earnest Money Deposit shall be denominated in the Indian Rupees only and has to be submitted by way of NEFT/RTGS OR Demand Draft / Banker’s Cheque 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 form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with above will be rejected by Bank of Baroda as non-responsive.</p>	<p>2. RFP Response Terms</p> <p>.....</p> <p>2.13 Bid Security Declaration</p> <p>.....</p> <p>The Bidders will have to submit the “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time period equal to bid validity period as specified in the tender documents while submitting their bid to protect the Bank against the risk of Bidder’s conduct.</p> <p>.....</p>

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

EMD can be deposited through RTGS / NEFT in the following account of Bank:

Bank Name	BANK OF BARODA
Branch Name	Bandra Kurla Complex Branch
Account No.	29040400000417
Account Name	BCC OFFICE ADMIN AND SECURITY
IFSC CODE	BARB0BANEAS

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.

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6	<p>4. Evaluation Process</p> <p>.....</p> <p>4.2 Evaluation Methodology for Eligible Bidder</p> <p>.....</p>	<p>4. Evaluation Process</p> <p>.....</p> <p>4.2 Evaluation Methodology for Eligible Bidder</p> <p>.....</p>
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	Criteria	Evaluation Parameters	Sub Scores		Criteria	Evaluation Parameters	Sub Scores
	Number of implementations completed for the proposed solution in BFSI / Govt. / Pvt. sector in last 5 years by the bidder in India having a minimum installation base of 300 CPU DB cores, running DB servers.	For each Implementation (2.5 mark each for Max 4 implementation)	10		Number of implementations completed for the proposed solution in BFSI / Govt. / Pvt. sector in last 5 years by the bidder in India having a minimum installation base of 50 DB Server License / 100 CPU DB cores, running DB servers.	For each Implementation (2.5 mark each for Max 4 implementation)	10
7	5. Terms & Conditions 5.1.2 Rules for Responding to this RFP 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. Terms & Conditions 5.1.2 Rules for Responding to this RFP 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.			
8	5. Terms & Conditions 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 “[A] Important Dates –Bid Security (Earnest Money			5. Terms & Conditions 5.2 Bid Security and Performance Guarantee 5.2.1 Bid Security Declaration 5.2.1.1 The Bidders will have to submit the “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of			

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	<p>Deposit) by way of NEFT or RTGS / Demand Draft or Banker's Cheque drawn on BKC Branch, Mumbai payable to "Bank of Baroda" or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 8 months in the form provided in the RFP (Annexure 04 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank.</p> <p>5.2.1.2 Offers made without the Earnest money deposit will be rejected.</p> <p>5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:</p> <p>5.2.1.3.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;</p> <p>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</p> <p>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</p> <p>.....</p>	<p>validity, they will be suspended for the time period equal to bid validity period as specified in the tender documents while submitting their bid to protect the Bank against the risk of Bidder's conduct.</p> <p>5.2.1.2 Offers made without Bid Security Declaration will be rejected.</p> <p>5.2.1.3 The Bidders will be suspended for the time period equal to bid validity period as specified in the tender documents in the following scenarios:</p> <p>5.2.1.3.1 In case the Bidder withdraws / modify the bid prior to validity period of the bid for any reason whatsoever;</p> <p>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</p> <p>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</p> <p>.....</p>
9	<p>5. Terms & Conditions</p> <p>.....</p> <p>5.2.2 Performance Guarantee</p> <p>.....</p> <p>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 13 to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank</p>	<p>5. Terms & Conditions</p> <p>.....</p> <p>5.2.2 Performance Guarantee</p> <p>.....</p> <p>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 13 to the extent of 3% 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</p>

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	only, other than Bank of Baroda.	only, other than Bank of Baroda.
10	<p>5. Terms & Conditions</p> <p>5.2.2 Performance Guarantee</p> <p>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.</p>	<p>5. Terms & Conditions</p> <p>5.2.2 Performance Guarantee</p> <p>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 may suspended the Bidder for the time period equal to bid validity period as specified in the tender documents.</p>
11	<p>5. Terms & Conditions</p> <p>5.5.4 Payment Terms</p> <p>c) Implementation Cost (OTC)</p> <ul style="list-style-type: none"> 70% of the implementation cost after successful implementation and payable against implementation signoff in the form of Implementation Report 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 Report should be signed by both Banks identified Project Manager & vendor representative. 	<p>5. Terms & Conditions</p> <p>5.5.4 Payment Terms</p> <p>c) Implementation Cost (OTC)</p> <ul style="list-style-type: none"> 70% of the implementation cost after successful implementation of 200+ DB server license / 3500+ CPU DB Core license and payable against implementation signoff in the form of Implementation Report signed by both Banks identified Project Manager & vendor representative. 30% of the implementation cost after Go-Live closure signoff from Bank (successful implementation of 280 DB server license / 5100 CPU DB Core license). Go- Live Closure Sign Off in the form of Final Acceptance Test Report should be signed by both Banks identified Project Manager & vendor representative.

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<p>12</p>	<p>5. Terms & Conditions</p> <p>.....</p> <p>5.5.4 Payment Terms</p> <p>.....</p> <p>d) AMC / ATS</p> <p>Payable yearly against receipt of satisfactory service report of previous year from the Bank's Project / Operation Manager.</p> <p>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 released by the Bank as per above payment terms on submission of mentioned supporting documents.</p> <p>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 date dispute stands resolved.</p> <p>.....</p>	<p>5. Terms & Conditions</p> <p>.....</p> <p>5.5.4 Payment Terms</p> <p>.....</p> <p>d) AMC / ATS</p> <p>Payable annually in advance against receipt of satisfactory service report of previous year from the Bank's Project / Operation Manager.</p> <p>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 released by the Bank as per above payment terms on submission of mentioned supporting documents.</p> <p>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 date dispute stands resolved.</p> <p>.....</p>
<p>13</p>	<p>5. Terms & Conditions</p> <p>.....</p> <p>5.5.4 Payment Terms</p> <p>.....</p> <p>.....</p>	<p>5. Terms & Conditions</p> <p>.....</p> <p>5.5.4 Payment Terms</p> <p>.....</p> <p>e) Managed Service</p> <p>Payable quarterly at the end of each quarter against receipt of satisfactory operations / support report of previous quarter from the Bank's Project / Operation Manager.</p> <p>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 released by the Bank as per above payment terms on submission of mentioned supporting documents.</p> <p>The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed</p>

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		<p>invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from date of receipt of invoice. After dispute is resolved, Bank shall make payment within 15 days from date the dispute stands resolved.</p> <p>.....</p>
14	<p>6. General Terms & Conditions</p> <p>.....</p> <p>6.21 Right to Reject Bids</p> <p>.....</p> <ul style="list-style-type: none"> It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD). <p>.....</p>	<p>6. General Terms & Conditions</p> <p>.....</p> <p>6.21 Right to Reject Bids</p> <p>.....</p> <ul style="list-style-type: none"> It is not accompanied by the requisite Application Money and "Bid Security Declaration". <p>.....</p>
15	<p>Annexure 11- Technical Requirement - DAM Solution</p> <p>.....</p> <p>Other Technical Requirements:</p> <p>.....</p> <p>49. The proposed DAM solution should support installation of agents, update of agents, pushing upgrades, policy updates, start/stop/restart etc. at all the databases from management server centrally.</p> <p>.....</p>	<p>Annexure 11- Technical Requirement - DAM Solution</p> <p>.....</p> <p>Other Technical Requirements:</p> <p>.....</p> <p>49. The proposed DAM solution should support update of agents, pushing signature upgrades, policy updates, start/stop/restart etc. at all the databases from management server centrally.</p> <p>.....</p>

Addendum to the following Annexures are provided below:

- a) Annexure 1
- b) Annexure 2
- c) Annexure 3
- d) Annexure 14
- e) Annexure 17

All other Terms & Conditions are same as per our RFP no. BCC:CISO:113:329 dated 11-Jun-2021 for Supply, Implementation and Maintenance of Database Activity Monitoring (DAM) Solution.

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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 Declaration	Annexure 03
6	Undertaking Letter	Annexure 05
7	Conformity with Hard Copy	Annexure 07
8	Conformity Letter	Annexure 08
9	Letter of Undertaking from OSD / OEM	Annexure 09
10	Undertaking of Information Security	Annexure 10
11	Executive Technical Summary	Bidder to provide
12	Copy of the tender document along with the addendums duly sealed and signed on all the pages of the document.	Bidder to provide
13	CD containing soft copy of the Annexures and the scanned copies of supporting documents.	Bidder to provide
14	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
15	A certified copy of 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
16	Integrity Pact	Annexure 17

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

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Commercial Bid envelope to contain the following

Section #	Section Heading	Performa 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:

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Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 st April 2018 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 proposal submitted by Bidder.		Letter of confirmation from Bidder.
5	Bidder must not be an existing System Integrator (SI) managing Bank's Data centre.		Letter of confirmation on letterhead from Bidder duly signed by an authorized signatory.
B	Financial		
1	The Bidder must have registered an average turnover of Rs. 100 Crores (from Indian Operations only) during the last three completed financial years (FY) i.e. 2018-19, 2019-20 and 2020-21 (Not inclusive of the turnover		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21. Also, if Audited financials is not available for FY

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S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	of associate companies). In case if audited financials for FY 2020-21 is not available, then the bidder may submit financials for FY 2017-18, 2018-19 and 2019-20.		2020-21, Bidder may submit Audited financial statements for 2017-18, 2018-19 and 2019-20. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2.	Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three audited years, i.e. 2018-19, 2019-20 and 2020-21. In case if audited financials for FY 2020-21 is not available, then the bidder may submit financials (Net Profit after tax) for FY 2017-18, 2018-19 and 2019-20.		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21. Also, if Audited financials is not available for FY 2020-21, Bidder may submit Audited financial statements for 2017-18, 2018-19 and 2019-20. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification
C	Technical		
1	The Bidder should be an OSD or authorized partner of OSD for supply of licenses, solution implementation and maintenance support under warranty / AMC / ATS for the proposed 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.

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S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
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
4	Multiple bidders can propose same OSD/OEM solution for the bid. However, one Bidder can bid only with one OSD/OEM product.		Letter of confirmation from the Bidder and OSD
D	Experience & Support Infrastructure		
1	The proposed Solution must be implemented in at least two Commercial Banks / Financial Institutions in India in last 5 financial years in India. (out of which one must be a Bank incorporated in India)		Documentary Proof of order / contract copy / customer credentials.
2	Bidder should have direct support offices in Mumbai or Hyderabad and technically qualified engineers who have expertise in support and installations of the proposed product.		Letter of confirmation
3	Bidder must have experience of implementing the proposed solution in at least one organization in India in past 5 years having a minimum installation base of 50 DB Server license / 100 CPU DB cores, running DB servers. In case OEM is directly bidding for this RFP, implementation experience directly or through their channel partner will be considered.		Documentary Proof of order / contract copy / customer credentials.

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 #

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Annexure 03 - Bid Security Declaration

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

To
Group Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai
400051

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Database Activity Monitoring (DAM) Solution

We _____ (name of the company) hereby confirm that our companies/firms registered with Ministries / Government Department are exempted from submission of Bid Security as per extant procurement guidelines / rules issued by the Government of India.

We hereby accept that if we withdraw or modify the bids during the bid validity period then we will be suspended for the time period equal to Bid validity period mentioned in the tender to participate in any Bid Process by Bank of Baroda.

(Seal and Signature)

Authorized Signatory Name:
Designation:
Bidder's Corporate Name:
Place:

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Annexure 14-Bank Guarantee for early release of retention money

BANK GUARANTEE (FORMAT OF BANK GUARANTEE)

To

The Group Chief Information Security Officer
Bank of Baroda, Baroda Corporate Centre
Bandra Kurla Complex Bandra (E),
Mumbai 400 051

Dear Sir,

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

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

and it has been agreed that a payment of Rs./- (Rupees only) will be made to the Bidder representing balance 3% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnessed that in consideration of BOB agreeing to release a sum of Rs./- (Rupees only) representing balance 3% of the consideration amount payable to the Bidder in terms of, the said agreement, we (Bank) having our head office at and amongst other places, a branch at (Hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that:

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

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

Request for Proposal for Supply, Implementation and Maintenance of Database Activity Monitoring (DAM) Solution RFP Reference: BCC:CISO:113:329 dated 11-Jun-21 Addendum 1 dated 25-Jun-2021 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 principal debtor and 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

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

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

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

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

Authorized Signatory in favor of the Bank

Designation:

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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, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will

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- 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, 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/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to

Request for Proposal for Supply, Implementation and Maintenance of Database Activity Monitoring (DAM) Solution RFP Reference: BCC:CISO:113:329 dated 11-Jun-21 Addendum 1 dated 25-Jun-2021 any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

3 Previous Transgression

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

4 Sanctions for Violations

- 4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by

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it or acting on its behalf (whether with or without knowledge of BIDDER) shall entitle BUYER to take all or any one of following actions, wherever required:-

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 4.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 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.
- 4.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by BUYER with the BIDDER, same shall not be opened.
- 4.1.10 Forfeiture of Performance Bond in case of a decision by BUYER to forfeit the same without assigning reason for imposing sanction for violation of this Pact.
- 4.2 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.
- 4.3 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)

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5 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.

6 Independent Monitors

- 6.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Harishwar Dayal (email id: dayalagra@gmail.com)
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.

7 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

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8 Law and Place of Jurisdiction

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

9 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.

10 Validity

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

10.1 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:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____