



Restricted Tender for Procurement of Forcepoint DLP Licenses from Authorized Partners of Forcepoint

Bank of Baroda
Baroda Corporate Centre
C-26, G-Block Bandra Kurla Complex
Bandra (East), Mumbai - 400 051

03 July, 2021
BCC:CISO:113:394

[A] IMPORTANT DATES:

A.1	Tender No.	BCC:CISO:113:394
A.2	Tender Issuance Date	03 July, 2021
A.3	Last date of submission of any queries and reporting any error, omissions or faults in the restricted tender document.	05:00 PM on 09 July, 2021
A.4	Pre-Bid Meeting & Venue	Not Applicable (Queries will be clarified over email)
A.5	Last Date & Time of Submission of Bids	3:00 PM on 26 July, 2021 Mode: Online URL: https://www.tenderwizard.com/BOB
A.6	Date & Time of opening of Part-I Eligibility Bid	04:30 PM on 26 July, 2021 Mode: Online URL: https://www.tenderwizard.com/BOB 1. The meeting will be held online through Bank's online meeting platform i.e. Microsoft Teams. 2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on isd.risk.bcc@bankofbaroda.com after RFP submission time is over.
A.7	Date & Time of opening of Part-II Commercial Bid	The commercial bids of only those Bidders who qualify in eligibility evaluation will be opened. The date for opening of the commercial bid would be communicated separately to eligible bidders.
A.8	Application Money	Rs 10,000/- (Rupees Ten Thousand Only) Application money deposit is exempted for MSE entities on submission of MSE certificate.
A.9	Bid Security Declaration	Bidders are requested to submit "Bid Security Declaration" as per Annexure 5.

A.10	Minimum requirement for Online RFP response submission	Refer to Annexure 6 on E-procurement guidelines.
A.11	Mode of bid submission & online portal's URL	Mode: Online URL: https://www.tenderwizard.com/BOB
A.12	Support details of Online Portal facilitator	ITI Limited, Tenderwizard Helpdesk Team Email: eprocurebob@etenderwizard.com Phone: +91-11-49424365 Mr. Krupesh Kulkarni :+91-8800907637 For more details, check under Contact us at home page of e-procurement portal https://www.tenderwizard.com/BOB
A.13	Contact Details of Restricted RFP Co-ordination	Mr. Nilesh Deep Shaw, Asst. General Manager, Information Security Department, Mumbai Email: Nilesh.Shaw@bankofbaroda.com

[B] Important Clarifications

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'.
2. Recipient, Respondent, Bidder, means the respondent to the RFP document.
3. DLP means Forcepoint Data Loss Prevention.
4. RFP means the Restricted Request for Proposal document invited from authorized partners of Forcepoint for DLP solution.
5. Proposal, Bid means "Response to the RFP Document".
6. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda.
7. OEM means "Original Equipment Manufacturer" and OSD means "Original Software Developer", which is Forcepoint.
8. ATS means 'Annual Technical Support'
9. CA means Certifying Authority (Bidder).
10. RA means Registration Authority (Bank).
11. SOP means Standard Operating Procedures.
12. DSC means Digital Signature Certificate.

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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Restricted Tender for Procurement of Forcepoint DLP Licenses from Authorized Partners of Forcepoint

A. Brief Project Requirement

Bank of Baroda has a requirement for procurement of the following components of Forcepoint Data Loss Prevention Solution along with Annual Technical Support for a period of 1 year (extendable upto another 4 years on optional basis, as per Bank's requirement) from authorized partners of Forcepoint:

1. 39,000 no's of Forcepoint DLP Network (IP Protection) - Perpetual License
2. 66,000 no's of Forcepoint DLP Endpoint (IP Protection) - Perpetual License.

The licenses requirement of the Bank is perpetual licenses and not subscription-based licenses of Forcepoint DLP solution.

B. Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C- 26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called Tender, to eligible Vendors, hereafter called as 'Bidders / Vendors', to participate in the competitive bidding towards procurement of 39,000 no's of Forcepoint DLP Network (IP Protection) - Perpetual License and 66,000 no's of Forcepoint DLP Endpoint (IP Protection) - Perpetual License along with Annual Technical Support for a period of 1 year (extendable upto another 4 years on optional basis, as per Bank's requirement).

The Bank, for this purpose, invites proposal from all authorized partners of Forcepoint for DLP solution who are interested in participating in this Tender and who fulfill the criteria mentioned in this document. The participating vendor must agree to all our terms & conditions mentioned under this Tender document.

C. Bid Submission Details

a) Eligibility Bid:

- **Undertaking Letter from Principal Vendor** – A letter of undertaking from the vendor on the following points:
 - 1) Agreeing to all terms & conditions as detailed in the tender.
 - 2) Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E-Mail ID.
- **Undertaking Letter from Original Equipment Manufacturer (OEM) / Original Software Developer (OSD) i.e. Forcepoint** – A letter of undertaking from the OEM / OSD on the following points:

- 1) Letter of authorization from the OEM / OSD (Annexure – 1).
 - 2) Valid latest documentary proof (not older than 1 Year) stating that the vendor is authorized partner of OEM / OSD.
 - 3) Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E-Mail ID.
- **Duly Filled-in and Signed Integrity Pact – Annexure 4**
- **Duly Filled-in and Signed Bid Security Declaration – Annexure 5**
- **Payment Confirmation Letter / Payment Document - NEFT or RTGS Confirmation for Application Money, as mentioned in this tender.**
- b) **Commercial Bid** - Commercial Bid should be strictly as per commercial bid format as per Annexure - 2. Any commercial bid submitted not in conformity with Annexure – 2 and provided along with the Eligibility bid, then whole bid will be rejected outright.

In the case of additional requirements desired by the Bank during the period of contract over and above the quantity for which Purchase Order is placed with a particular bidder, then the maximum order which the Bank can place would be an addition of the following:

- I. 8,750 no's of Forcepoint DLP Network (IP Protection) - Perpetual License plus Enhanced Support for 1 year.
- II. 8,500 no's of Forcepoint DLP Endpoint (IP Protection) - Perpetual License plus Enhanced Support for 1 year.
- III. **Optional Component:** Enhanced Support for 4 years for 8,750 no's of Forcepoint DLP Network (IP Protection) - Perpetual License and 8,500 no's of Forcepoint DLP Endpoint (IP Protection) - Perpetual License.

D. Evaluation Methodology

The competitive bids shall be evaluated in two stages:

- Stage 1 – Eligibility Bid
- Stage 2 – Commercial Bid

Stage 1 - The Eligibility Proposal will be evaluated for all the authorized channel partners of OEM who have submitted their proposal.

Stage 2 - Bank will evaluate the commercials of only those vendors who have qualified after stage 1 of Eligibility evaluation. The vendor quoting the lowest commercial shall qualify as the L1 vendor. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification. Total Amount quoted should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid as per actuals.

E. Rules for Responding to this RFP

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

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

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

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

The Bank may in its absolute discretion engage in discussion or negotiation with any

Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

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

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

The RFP response without the accompanying amount towards Application Money and Bid Security Declaration are liable to be rejected. Commercial Bid – (As per details given in Annexure 2).

If the submission to this RFP does not include all the documents and information required or is incomplete or bid submission is through any mode other than that mentioned in this RFP, the bid 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.

5. 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 bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
6. All responses including commercial and eligibility 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.
7. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank.
8. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
9. The bidders are required to quote for all the components/services mentioned in the RFP 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 required specifications and not to evaluate the offer in case of non-submission of the details in the required format or partial submission of the details.

10. Bidder must furnish requirements as per the formats provided in the RFP document.
11. In the event the bidder has not quoted for any 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.
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.
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
14. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the components as mentioned in this RFP. The Bank's interpretation will be final.
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.
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 byway 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.
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 deviationsto the terms & conditions as proposed in the tender document.
18. **Grievance Redressal:** Any bidder 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

Group Chief Information Security Officer at ciso@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this tender. All letters must be addressed to the following:

The Group Chief Information Security Officer

Bank of Baroda, Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051.

F. Application Money, Bid Security and Performance Guarantee

1. Application Money

A non-refundable Application Money of as mentioned in “[A] Important Dates – Application Money” through electronic mode at the time of submission of the eligibility bid, proof of same is to be submitted while opening of eligibility bid failing which the bid of the concerned bidder may be rejected. This non- refundable fee is to be submitted through the electronic mode to the below mention account. The details of the account are as under: -

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS**

The Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank’s action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

2. Bid Security

Bidders are required to submit Bid Security Declaration as per Annexure 5 of this RFP during Eligibility Bid submission. It may be noted that if the bidder withdraws or modify the bids during the bid validity period, then they 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.

3. Performance Guarantee

The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as

per Annexure 3 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 only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non- achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract.

G. Normalization of Bids

The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this tender, 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 tender, agree to the process and conditions of the normalization process.

H. Other Terms

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard. Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

I. Payment Terms

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

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

1. License Cost

- 70% of license cost plus 100% applicable taxes payable upon delivery of licenses to the Bank. Delivery of license certificate of Forcepoint DLP licenses in the name of “Bank of Baroda” to be submitted by the vendor.
- 30% of license cost will be paid after three months from the delivery of licenses.

2. ATS / Enhanced Support Cost:

- Payable annually in advance against receipt of technical support certificate from OEM for the applicable licenses and authorization by Bank’s Project / Operations Manager.
- In case the Bank exercises the optional component of Enhanced Support for a period of 4 years, payment will be done annually in advance on pro-rata basis of the Enhanced Support Cost (Optional Component) for applicable licenses and authorization by Bank’s Project / Operations Manager.

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

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

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

J. Contract Period

The Contract with the selected Bidder will be valid for a period of 5 years. The contract will

be deemed completed only when all the items and services contracted by the Bank are delivered, installed and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder.

K. Delivery Timeline

Delivery of required Forcepoint DLP Licenses should be within 2 weeks from the date of purchase order. The delivery of product should include all necessary documentation.

In case the deadlines are not met then the Bidder will have to pay penalty to Bank of Baroda @ 1% of Purchase Order (PO) value per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10%. If delay exceeds the maximum percentage of 10%, Bank of Baroda reserves the right to cancel the entire order.

L. Documentation

Vendor will have to supply all necessary documents in English related to Forcepoint DLP Licenses along with their bid submission.

M. Force Majeure

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

N. Arbitration

In the event of a dispute or difference of any nature whatsoever between the Bank and the vendor during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. The Bank and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

O. Indemnity

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent,

trademarks, copyrights etc. in respect of the Forcepoint Data Loss Prevention Licenses supplied by them.

P. Confidentiality

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by the Bank. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by the Bank. Further, the Bank shall have right to regulate vendor staff.

Q. Information and Secrecy

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

R. Publicity

The vendor shall not advertise or publicly announce that he is undertaking work for Bank of Baroda without written consent of Bank of Baroda.

S. Standards

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

T. Audit

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access Bank documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to Bank documents by one or more RBI officials or employees or other persons duly authorized by RBI.

U. Termination

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

- breaches any of its obligations set forth in this assignment or any subsequent

agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory; or
- Supply of substandard materials/ services; or
- Delay in delivery / installation / commissioning of services; or
- If deductions of penalty exceed more than 10% of the total contract price; or

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

- The vendor 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 vendor and such appointment continues for a period of twenty one (21) days;
- The vendor is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- Failure of the Bidder make good the situation within the remedy period
- The selected Bidder commits a breach of any of the terms and conditions of the Tender / contract.
- The selected Bidder 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.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- The vendor becomes the subject of a court order for its winding up.

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

V. No Employer Employee Relationship

The Vendor or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives

/ agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

W. Authorized Signatory

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The 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.

Annexure 1 - Letter of Undertaking from OEM / OSD
(This letter should be on the letterhead of the OEM / OSD duly signed by an authorized signatory)

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

Sub: Restricted Tender for procurement of Forcepoint DLP Licenses from Authorized Partners of Forcepoint (Tender No: BCC:CISO:113:394 dated 03 July, 2021)

We (Name of the OEM / OSD)
who are established and reputable manufacturers of
having factories at, and do hereby authorize M/s
..... (who is the vendor submitting its bid pursuant to the Request for
Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with
you for supply of which are manufactured by us against the
Request for Proposal received from your Bank by the Bidder and we have duly authorized
the Bidder for this purpose.

We..... (Name of the OEM / OSD) hereby convey our
unconditional acceptance of terms & conditions related to support for our products if the
vendor fails to do so.

We hereby extend our support, guarantee and warranty as per terms and conditions of
the Tender and the contract for the equipment and services offered for supply against this
Tender by the above-mentioned Bidder, and hereby undertake to perform the obligations
as set out in the Tender in respect of such equipment's and services.

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

(Seal and Signature)

Authorized Signatory Name:

Designation:

OEM / OSD Corporate Name:

Address, Email ID & Phone No:

Annexure 2 – Commercial Bid

S No	Description	Qty. (C)	Product Code	Unit Cost (E)	Total Amount (C x E)
1	Forcepoint DLP Network (IP Protection) - Perpetual License	39,000			
2	Forcepoint DLP Endpoint (IP Protection) - Perpetual License	66,000			
3	Enhanced Support for Forcepoint DLP Network (IP Protection) 39,000 Qty. for a period of 1 year	1			
4	Enhanced Support for Forcepoint DLP Endpoint (IP Protection) 66,000 Qty. for a period of 1 year	1			
OPTIONAL COMPONENTS					
5*	Enhanced Support for Forcepoint DLP Network (IP Protection) 39,000 Qty. for a period of 4 years	1			
6*	Enhanced Support for Forcepoint DLP Endpoint (IP Protection) 66,000 Qty. for a period of 4 years	1			
Total Cost of Ownership of Forcepoint DLP Licenses & Support (Rs.)					

*Sr. 5 and 6 are optional components and the Bank may, if required, opt for the same, during the contract period.

We abide by following terms and conditions:

- All the commercial value should be quoted in Indian Rupee (INR) only.
- The bidder has to quote for all the items as mentioned in the commercial format above. Cost of Items as per Sr. 5 and 6 (Optional Components) along with Sr. 1-4 will be added to arrive at the Total Cost of Ownership for evaluation purpose. However, Sr. 5 and 6 are optional components and the Bank may, if required, opt for the same, during the contract period.
- It must be noted that the Bank is not bound to obtain / avail the enhance support item mentioned in Optional Components (Sr. 5 and 6) of the commercial bid format.
- If the Bank opts for the items mentioned in optional components (Sr. 5 and 6) of commercial bid format in future, the enhanced support item will be availed by the Bank on

yearly basis (upto a maximum of 4 years) during the contract period and applicable cost of item will be calculated on pro-rata basis.

- e. The Total Amount quoted should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals.
- f. The applicable Goods & Service Tax will not be part of Total Cost calculation. Total Cost must be exclusive of GST.
- g. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- h. Bank will deduct applicable TDS, if any, as per the law of the land.
- i. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.
- j. Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- k. We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.
- l. All Deliverables to be supplied as per requirements provided in the tender.
- m. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- n. 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.
- o. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- p. If there is any mismatch between Unit cost x Quantity and the total price quoted by the vendors, then Bank will consider the highest value among both the values for TCO calculation. However the Purchase Order will be placed on lower value.
- q. In the case of additional requirements desired by the Bank during the contract period over and above the quantity for which Purchase Order is placed with a particular bidder, then the maximum order which the Bank can place would be an addition of the following, on the basis of rates quoted above (pro-rata):
 - I. 8,750 no's of Forcepoint DLP Network (IP Protection) - Perpetual License plus Enhanced Support for 1 year.
 - II. 8,500 no's of Forcepoint DLP Endpoint (IP Protection) - Perpetual License plus

Enhanced Support for 1 year.

- III. **Optional Component:** Enhanced Support for 4 years for 8,750 no's of Forcepoint DLP Network (IP Protection) - Perpetual License and 8,500 no's of Forcepoint DLP Endpoint (IP Protection) - Perpetual License.

Commercial Bid Submission on e-procurement portal:

1. Bidder needs to download the commercial bid excel file from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
2. Bidder needs to take a print of the same commercial excel file, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
3. Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes.

Further, we confirm that we will abide by all the terms & conditions mentioned above and in this Tender Document and subsequent addendums. Also, we understood that if any mismatch is found between pdf & excel file, commercials mentioned in PDF will be taken as final for evaluation purposes.

(Seal and Signature)

Authorized Signatory Name:

Designation:

Bidder's Corporate Name:

Place:

Date:

Annexure 3 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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

WHEREAS M/S (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 vide their Purchase Order no. dated (hereinafter referred to as "PO") for

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

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

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

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

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

breaches on the part of the Bidder of any of the terms and 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.

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.

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

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 hereunder beyond the limit of Rs. /-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing. 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.

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.

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.

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.

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

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 ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

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.

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.

Notwithstanding anything contained herein above;
our liability under this Guarantee shall not exceed Rs./- (Rupees
.....only)

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

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only



**Restricted Tender for Procurement of Forcepoint DLP Licenses
from Authorized Partners of Forcepoint
Tender No: BCC:CISO:113:394 dated 03 July, 2021**

and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

We have the power to issue this Bank Guarantee in your favor 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 4 – 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 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, 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 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 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) appointed for the purposes of this Pact.

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 provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

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 5 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.

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.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer:

Designation:

Witness

1. _____

2. _____

BIDDER

Authorized Signatory

Designation:

Witness

1. _____

2. _____

Annexure 5 – 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 400 051

Sir,

Sub: Restricted Tender for procurement of Forcepoint DLP Licenses from Authorized Partners of Forcepoint (Tender No: BCC:CISO:113:394 dated 03 July, 2021)

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:

Date:

Annexure 6 – Instructions to Bidders - E TENDERING

General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:

www.tenderwizard.com/BOB

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

Helpdesk Contact No.: +91-11-49424365, Email: eprocarebob@etenderwizard.com

Primary Contact Number

- Mr. Krupesh Kulkarni : +91-8800907637

Alternate Contact Numbers

- Mr. Sandeep Gautam : +91-8800496478
- Mr. Kamal Mishra : +91-8800115821

Contact No. for other activities

- Registration Help Desk : +91-11-49424365

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to eprocarebob@etenderwizard.com.)

- E-procurement queries : +91-11-49424365

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to eprocarebob@etenderwizard.com)

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

Downloading of Tender Document:

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

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

Preparation & Submission of Bids:

The bids (Pre-Qualification, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

Do's and Don'ts for Bidder:

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
 - The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
 - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- ▶ Bidder should not raise request for offline submission or late submission since

ONLINE submission is accepted only.

- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

Guidelines to Bidders for Electronic Tendering System:

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11- 49424365 or may download Vendor Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

Preparation of Bid & Guidelines for Digital Certificate:

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

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

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm

(and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per **Indian Information Technology Act, 2000**.

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

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

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

Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- **Operating System Requirement**

Windows 7 & above

- **Browser Requirement (anyone from following)**

- 1 Microsoft Internet Explorer (IE) version 11 and above
- 2 Mozilla Firefox - Latest version
- 3 Google Chrome - Latest version

- **Browser settings**

1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'TurnOff' mode.
2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.

- **Supported File Types**

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP

formats are allowed

2. Files with .EXE, .PSD extensions are not allowed
 3. File size not to exceed 5 MB per attachment
 4. All uploaded files should be virus free and error free
- **Minimum System Configuration**
 1. CPU speed of 2.0 GHz
 2. USB Ports
 3. 2 GB of System Memory (RAM)
 4. Anti-virus software should be enabled and updated regularly
 - **Requirement of utility software**
 1. Java Run Time Engine (JRE – 1.8.0) or higher.
 2. Microsoft Office 2003 with MS Word and MS Excel
 3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

Steps to participate in the e-Tenders:

1. Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of Bank's E-Tendering Portal on www.tenderwizard.com/BOB.

2. Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via NEFT/RTGS mode & submit the details in the e-procurement portal.

3. Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

4. Close for Bidding

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

5. Online Final Confirmation

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

6. Short listing of Bidders for Commercial Bidding Process

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

7. Opening of the Commercial Bids

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.

8. Tender Schedule (Key Dates)

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

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

Important Points:

The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

- a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB

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