



**बैंक ऑफ़ बड़ौदा**  
**Bank of Baroda**



**REQUEST FOR PROPOSAL  
FOR Supply Implement and Support of Electronic Trading Platform**

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

**11<sup>th</sup> August 2021**  
**RFP Reference: BCC:IT:PROC:113:33**

**[A] Important Dates:**

#	Particulars	Timeline
1	RFP Issuance Date	11th August 2021
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> <li>Mr. Arnab Das, Manager (IT)</li> <li>Contact No. - 022- 3237 / 1556</li> <li>Email: rfp.it.procurement@bankofbaroda.co.in</li> </ol> Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7 <sup>th</sup> Floor, BKC, Mumbai – 400051
3	Pre-bid Meeting details	<ul style="list-style-type: none"> <li>Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 18<sup>th</sup> August 2021</li> <li>Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com on or before 17<sup>th</sup> August 2021 along with pre-bid clarification.</li> <li>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.</li> <li>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting</li> </ul>
4	Last Date of Submission of RFP Response (Closing Date)	8th Septembre 2021 @ 3 :00 PM Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
5	Eligibility Cum Technical Bid Opening Date	8th Septembre 2021 @ 3 :30 PM Mode: Online on URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a> <ol style="list-style-type: none"> <li>The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams)</li> <li>Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on <a href="mailto:rfp.it.procurement@bankofbaroda.com">rfp.it.procurement@bankofbaroda.com</a> id <u>after RFP submission time is over</u></li> </ol>
6	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Application Money	Rs. 15,000/- (Rs. Fifteen Thousand only)
8	Bid Security (Earnest Money Deposit)	Rs. 30,00,000/- (Rs. Thirty Lacs only)
9	Mode of bid submission & online portal's URL	Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
10	Support details of Online Portal	ITI Limited, Tenderwizard Helpdesk Team Email: <a href="mailto:eprocarebob@etenderwizard.com">eprocarebob@etenderwizard.com</a>

	facilitator	<a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a> Details mentioned in Annexure 01
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**[B] Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. ATP means Acceptance Test Procedure
8. AMC means Annual Maintenance Contract
9. SLA means Service level Agreement
10. SBA means Saving Bank Account
11. DEM means Data Exchange Model

**Please note:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
 Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;



- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### **Confidentiality:**

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

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## 1. Introduction

- 1.1 Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.
- 1.2 Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, BandraKurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for Supply Implement and Support of Electronic Trading Platform.

## 2. Project overview and scope of work

- 2.1 This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Bidder for providing Supply Implement and Support of Electronic Trading Platform.
- 2.2 Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure-02 and also in a position to comply with the technical requirement as mentioned in Project Scope Annexure 11 Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.3 The detail scope of work is mentioned in the annexure 11. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

## 3. Contract period

The bank shall enter in to an agreement with the selected bidder for a period of 5 years from the date of implementation. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Bidder . The Bank will have the right to renegotiate these prices at the end of the contract period.

## 4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 11, may submit their bid through Bank’s e-tendering service provider website <https://www.tenderwizard.com/BOB> on or before the time line stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Annexure 01

## 5. Application Money

A non-refundable Application Money of as mentioned in “[A] Important Dates – Application Money ” must be deposited through RTGS (Real Time Gross Settlement)



/ NEFT. 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 Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

This non-refundable fee is to be submitted through the electronic mode to the below mention account.

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

## 6. Bid Security (Earnest Money Deposit)

6.1 Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and 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.**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or 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
  - ▶ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
  - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

6.1.1. **Unsuccessful Bidder’s** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of





the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

#### **6.1.2. Exemption for application money and EMD amount:**

Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small and Medium Enterprises (MSME) / Startups. The bidders who are MSME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

### **7. Preference to make in India initiative**

"Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage"

### **8. Performance Guarantee**

- 8.1.1. 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 15 to the extent of 3% of the 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 or schedule commercial bank only, other than Bank of Baroda.
- 8.1.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 8.1.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 8.1.4. 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.

### **9. Sub - Contracting:**

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in

the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing

#### **10. Service Level Agreement and Non-Disclosure Agreement:**

- 10.1 The successful bidder shall execute Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 17), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.
- 10.2 All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

#### **11. Compliance with Laws:**

- 11.1 Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- 11.2 The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

#### **12. Termination:**

- 12.1 Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 12.2 At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 12.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur

for the execution of the balance of the contract

### 13. Grievance Redressal and Dispute Resolution:

- 13.1 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 Chief Technology Officer at [cto@bankofbaroda.com](mailto:cto@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 RFP. All letters must be addressed to the following:

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

### Dispute Resolution:

- 13.2 The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 13.3 If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 13.4 If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 13.5 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- 13.6 The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 13.7 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

### 14. Governing Laws:

- 14.1 This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both the Parties shall agree

that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **15. Prevention of Corrupt and Fraudulent Practices:**

- 15.1 As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure 16 of this RFP.
- 15.2 Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
  - ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 15.3 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 15.4 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **16. Authorized Signatory:**

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

### **17. The bid submission by related parties:**

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

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously

for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

### **18. Right to Reject Bids:**

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

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

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

### **19. General Terms and conditions**

19.1 The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

19.2 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the



- provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 19.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
  - 19.4 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
  - 19.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
  - 19.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
  - 19.7 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
  - 19.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
  - 19.9 Acceptance of Terms: the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document
  - 19.10 Only one submission of response to RFP by each Respondent will be permitted.
  - 19.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
  - 19.12 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
  - 19.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
  - 19.14 The Bank will notify the Respondents in writing as soon as practicable after



- the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 19.15 All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. 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.
- 19.16 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"
- 19.17 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 19.18 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.
- 19.19 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.
- 19.20 Respondents should invariably provide details of their email address (as) 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.
- 19.21 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.
- 19.22 Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document. .
- 19.23 All submissions, including any accompanying documents, will become the property of the Bank. The bidder 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 bidders 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
- 19.24 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.
- 19.25 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.
- 19.26 The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 19.27 Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 19.28 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 19.29 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
- 19.30 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.
- 19.31 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.





- 19.32 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 19.33 By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 19.34 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 19.35 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- 19.36 the bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
  - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 19.37 The execution, delivery and performance under an Agreement by bidder:
- ▶ Will not violate or contravene any provision of its documents of incorporation;
  - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;



- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 19.38 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 19.39 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 19.40 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 19.41 The Bank reserves the right to extend the dates for submission of responses to this document.
- 19.42 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 19.43 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 19.44 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 19.45 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 19.46 Price Discussion – It is absolutely essential for the Bidders to quote the

lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

- 19.47 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 19.48 The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 19.49 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

## **20. Information 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 to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

## **21. Disclaimer**

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

casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## Annexure 01 - Guidelines for submission details and E-tendering

Technical Bid envelope to contain the following (All the Documents should be digitally signed by authorized representative of bidder)

Section #	Section Heading	Proforma Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder	Annexure 03
3.	Application Money from Bidder	Annexure 04
4.	Bid Security (Earnest Money Deposit) from Bidder (Transaction Details or Bank Guarantee or Bid Security Declaration (For Micro and Small Enterprises (MSE) / Startups)	Annexure 05
5.	Letter of Undertaking from Bidder	Annexure 06
6.	Conformity Letter from Bidder	Annexure 08
7.	Letter of Undertaking from OEM	Annexure 09
8.	Undertaking of Information Security (Bidder & OEM)	Annexure 10
9.	Executive Technical Summary	Bidder to provide
10.	Technical Proposal: Bidder to provide Compliance of technical requirement	Annexure 11
11.	Copy of the tender document along with annexures and addendum (signed /Digitally signed documents from authorized representative of bidder)	Bidder to provide
12.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid without any financial information)	Annexure 13
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide
15.	Integrity pact from Bidder	Annexure 16
16.	Service Level And Non-Disclosure Agreement Format (without Stamp duty) from Bidder	Annexure 17
Commercial Bid should be strictly as per Commercial bid format (Annexure - 14). Any commercial bid submitted not in conformity with Annexure – 14 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		

## 1. Guideline for E-TENDERING

### 1.1. 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](http://www.tenderwizard.com/BOB)

RFP responses received after the deadline for lodgement of RFPs may be

registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

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](mailto:eprocarebob@etenderwizard.com)**

Primary Contact Number

- Mr.Krunal Mahajan : +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](mailto: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](mailto: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.*

## **1.2. 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.

### 1.3. Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, 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.

### 1.4. 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.

### 1.5. Guidelines to Bidders for Electronic Tendering System

#### 1.5.1. Pre-requisites to participate in the Tenders

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](http://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 Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### 1.5.2. 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 firm 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.

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.

### 1.5.3. 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)
  - Microsoft Internet Explorer (IE) version 11 and above
  - Mozilla Firefox - Latest version
  - Google Chrome - Latest version
- Browser settings
  1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' 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

## **1.6.Steps to participate in the e-Tenders**

### **1.6.1. 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](http://www.tenderwizard.com/BOB).

### **1.6.2. 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 Demand Draft/NEFT/RTGS mode & submit the details in the e-procurement portal.

### **1.6.3. 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.

- 1.6.4. 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.
- 1.6.5. 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.
- 1.6.6. Short listing of Bidders for Commercial Bidding Process: The Tendering Authority will first open the Technical 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.
- 1.6.7. 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.
- 1.6.8. 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.

- 1.7. **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 Bidder 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](http://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.

## Annexure 02 –Evaluation Terms

### 1. Evaluation process

A two stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Eligibility Cum Technical Bid
- ▶ Stage 2 – Commercial Bid

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

#### A. Eligibility Bid Evaluation

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
<b>A</b>	<b>General</b>		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for 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 <sup>st</sup> April 2020 till date.		Letter of confirmation from Bidder.
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 03 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder& OSD\ OEM)



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
5	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
<b>B</b>	<b>Financial</b>		
1	The Bidder must have registered a turnover of Rs. 100 Crores or above in each year during the last three completed financial years – 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies).		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * If 2020-21 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2017-18 along with an undertaking letter from the bidder that the 2020-21 Statements are not audited. In this scenario Audited Financial statements for the financial years 2017-2018, 2018-19, 2019-20 are to be submitted.
2	The Bidder must be Net profit making entity continuously for the last three years that is financial years –2018-19, 2019-20 and 2020-21*. OR The net worth of the Bidder should be positive for last three financial Years – 2018-19, 2019-20 and 2020-21 and also ii) should have not eroded by more than 30%		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. If 2020-21 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2017-18

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	(thirty percent) in the last three years (as on RFP date).		along with an undertaking letter from the bidder that the 2020-21 Statements are not audited. In this scenario Audited Financial statements for the financial years 2017-2018, 2018-19, 2019-20 are to be submitted.
<b>C</b>	<b>Technical</b>		
1	The Bidder should be Original Software Developer or Authorized Partner of OSD for Supply Implement and Support of Electronic Trading Platform.		Letter of confirmation from OSD need to be submitted.
2	The Bidder should be an OSD or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.		Letter of confirmation from OSD need to be submitted.
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	The bidder must have Tier-1 partnership with of the OEM.		Letter of confirmation from OSD need to be submitted.
<b>D</b>	<b>Experience &amp; Support Infrastructure</b>		
1	The proposed solution must have been implemented and supporting by respective bidder in at least 2 No's Banks / Financial Institution in India during last three years as on RFP date.		Documentary Proof of order / contract copy / customer credentials along with satisfactory service report from the customer.
2	Bidder should have direct support offices in Mumbai and Hyderabad. In case direct support office of the bidder is not present in Hyderabad / Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Hyderabad / Mumbai whenever desired by the Bank.		Letter of confirmation

### B. Technical Bid Evaluation

The proposals received by the Banks will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under for the bidder who ever complied with Pre-qualification / eligibility criteria mentioned above.

The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted. The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc. It also includes the site visits to other clients of the bidders as well as any independent verification of the facts produced in the technical bid.

The bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

S#	Criteria	Total Marks
1.	The proposed solution must have been implemented by respective bidder in Banks / Financial Institution in India during last Five years as on RFP date* (each implementation carrying <b>5 Marks</b> and Maximum 3 Implementation)	15
2.	Technical & Functional Specification Compliance as per scoring sheet in Annexure 11 Scope of Work	25
3.	Technical Presentation on Proposed Solution by the Bidder (Approach, Methodology & Expertise): Technical presentation will be evaluated on the following parameters:  Proposed Solution 1. Project plan and Product details for all products /technology 2. Scalability of the solution 3. Proposed Solution 4. IT architecture, approach and methodology 5. Future scalability 6. Security Aspects (Total presentation should be for 45 minute)	35
4.	Product Demonstration: Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria for demonstration (but not limited to) given in Annexure 11 In case Bank during this demonstration feels that any of the feature is not available then no marks shall be allotted and the feature is readily available then mark shall be allotted.	25
<b>Total Marks</b>		<b>100</b>

### C. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. The commercial bids submitted by Bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is as follows:

- The discounted rate will be calculated on yearly basis based on the formula  $A/(1+i/100)^n$  where A= Total Value in each Year; i=10% and n =Year.
- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (ATS) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services will be considered in the year of purchase only and not in subsequent years

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The proposal of L1 (Lowest Vendor) shall be recommended for award of contract.

### 2. Commercial Bids Terms

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

- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder.



The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

### 3. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. 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 shortlisted 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 RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
  - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

**Annexure – 03 Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure**

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

To

Bank of Baroda  
Baroda Sun Tower  
BandraKurla Complex  
Bandra (E), Mumbai 400 051

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.



Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)



बैंक ऑफ़ बड़ौदा  
Bank of Baroda



## Annexure 04 – Bid Fees (Application Money) Letter

To,

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

### Sub: RFP FOR PROCUREMENT OF -----.

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

**Amount:**Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer

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

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

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

Dated this.....by .....20

Yours faithfully,

### Authorized Signatory

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**



**Annexure 05 – Bid Security (Earnest Money Deposit)**

**❖ Bidder need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)**

To,

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

**Sub: RFP FOR PROCUREMENT OF -----.**

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

**Amount:**Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer/Bank Guarantee

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

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

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

**Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

**A/C Name:**

**A/C No.(Company account details):**

**IFSC Code:**

**Bank Name:**

**Bank Address:**

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by .....20

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

❖ **Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)**

To,

Date DD-MM-YYYY

Bank of Baroda

.....

Dear Sir,

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as "the VENDOR") proposes to offer its response to RFP No.. #: ( RFP details) ..... (hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us, ..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE,.....having..... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ....., through our local office at ..... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:



1. We....., 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 to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD 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 vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such 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.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of ..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP 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 day of ..... unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
  7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
  8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
  9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail 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.
  10. 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 here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
  11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
  12. 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.
  13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
  14. Notwithstanding anything contained herein above;
    - i) our liability under this Guarantee shall not exceed Rs.....( Rupees.....only) ;
    - ii) this Bank Guarantee shall be valid up to and including the date ..... and
    - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
  15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

**Request For Proposal for Supply Implement and Support of Electronic Trading Platform**





Branch Manager

Seal & Address

**❖ For Micro and Small Enterprises (MSE) / Startups need to provide Bid Security Declaration in following format in lieu of Form Bid security (EMD)**

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

Sub: RFP FOR SELECTION OF SERVICE PROVIDER FOR EXTERNAL DATA AGGREGATOR SERVICE FOR BANK'S EARLY WARNING SYSTEM.

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

OR

2A. As per the tender / RFP no: .....floated for ..... at para no: ..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorised person of .....to make the declaration for and on behalf of ..... Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of : (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)



## Annexure 06 – Undertaking from the Bidder

To

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

Sir,

### **Sub: RFP FOR Supply Implement and Support of Electronic Trading Platform.**

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

Dated this.....by .....20

Yours faithfully,

**Request For Proposal for Supply Implement and Support of Electronic Trading Platform**



बैंक ऑफ़ बड़ौदा  
**Bank of Baroda**



Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



### Annexure 07–Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr . No.	Page #	Point / Section #	Category (Eligibility/Scope/Commercial/Legal/General)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

## Annexure 08–Conformity Letter

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

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

Sir,

### **Sub: RFP for Supply Implement and Support of Electronic Trading Platform**

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



बैंक ऑफ़ बड़ौदा  
Bank of Baroda



## Annexure 09 - Letter of Undertaking from OEM

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

To

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

Sir,

### **Sub: RFP for Supply Implement and Support of Electronic Trading Platform**

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

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## Annexure 10–Undertaking of Information Security

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

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

Sir,

### **Sub: RFP For Supply Implement and Support of Electronic Trading Platform**

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



## Annexure 11 – Project Details Scope of Work

### 1. Project Scope

Bank intends to implement & maintain Electronic Trading Platform including supply, install and maintenance as per the scope briefed in this RFP.

The Bidder shall perform the following tasks as per Bank requirement and satisfaction as per this RFP, but not limited to:

- a) Supply, Installation, and Maintenance of Electronic Trading Platform.
- b) Acceptance Testing
- c) Training/Handholding
- d) Handover to Bank with full functionality and Technical knowledge transfer to Bank & Bank Designated Vendor.

Description of the envisaged scope is enumerated below however the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Commercial Sheet mentioned in Annexure

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

Vendor should conduct study of existing forex work flows/processes of bank, primarily related to treasury merchant operation, trade finance operations & branch reporting and produce the feasible suggestive/recommendation based approach paper to improvise/design work flows as per Indian market practices.

Vendor should conduct localized training sessions for bank's forex back office, B category branches, and treasury and core team members before UAT and before Go-Live.

Bank is looking for integration and re-designing of work flow with bank's other system which primarily includes BarodaInsta (Trade Innovation – OEM (Finastra)) , CBS (Finacle – OEM (Infosys)), Front office system (Kondor+ - OEM (Finsatra)), Net Banking, Mobile Banking, Information systems, Swift, Data ware house etc.

### 1. Broad Scope of Work

- 1.1. The license for the solution to be 300 Concurrent users and perpetual level for all the modules offered without any constraint on number of branches for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international.
- 1.2. The vendor is expected to provide the solution including middleware, facility management, training, third party utilities and installation, testing, migration, providing requisite interfaces and provide technical support for a period of 5 years. The 5 year period consists of warranty and subsequent ATS period, from the date of implementation.

- 1.3. Implementation of the proposed solution should be completed within the time period mentioned in delivery clause.
- 1.4. By means of diagrammatic/ pictorial representations, the Vendor should provide complete details of the hardware, software and network architecture of the solution offered, including the project plan for going live. Vendor should also provide security set-up proposed in the solution and various layers of risk identification and mitigation measures.
- 1.5. The Vendor should also support the requisite certifications, integration, and maintenance, compliance, etc. and day to day operations on 24\* 7\* 365 basis. Port of Loading and Port of discharge.
- 1.6. The Vendor should host the solution at Bank's premise / advised premise in High Availability mode, along with DR and a minimum uptime time of 99.9 %.
- 1.7. The solution should have the ability to generate various MIS and audit reports as per the Bank's requirement.
- 1.8. The Vendor should provide the complete documentation including technical, operations, user manual, etc.
- 1.9. For every software including any third party software before software/ service become operational, the Vendor must deliver to the Bank documents including user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures etc.
- 1.10. The vendor should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all product components, list of all dependent/ external modules and list of all documents related to traceability of the product as and when applicable. The Vendor should also provide the MIS reports as per requirement of the Bank.
- 1.11. Any level / version changes and / or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank free of cost in timely manner.
- 1.12. The proposed solution should be web based solution and should support majority of browsers.
- 1.13. The solution must provide the Bank with escrow of the application software.
- 1.14. The solution must benchmark with the market if desired by the Bank.
- 1.15. The Vendor should provide API's to the Bank that are compatible with bank application. Application must be capable of accepting API provided by any other application of bank or outside bank.
- 1.16. The vendor to design & size the hardware required at DC & DR. The Vendor is supposed to provide the complete hardware requirement for the end-to-end functioning of the solution

- 1.17. The solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
- 1.18. The Vendor needs to troubleshoot any problems occurring in the system during contract period. First-point-of-contact for all service issues (Web, Email and Telephone support) should be available for the Bank to contact. If the issue is not resolved in one working day, then on-site support should be provided and issue should be resolved within two working days. Escalation matrix has to be provided for escalation of issues which are not resolved within the stipulated time.
- 1.19. All the patches/fixes, version upgrades of all the software components released by the Principal OEM during the contract period should be provided. The Vendor should ensure implementation of all the patches/ fixes and version upgrades in the production environment to the latest version during the contract period.
- 1.20. The Vendor should provide on-site comprehensive warranty for the software solution & produce documentary evidence from software OEM/ OSD of having agreed to provide back-to-back warranty and technical support for its supplied products and related services on the terms agreed between the parties.
- 1.21. The solution should be able to provide the FAQs from the database and the ability to accept the suggestions on the FAQs.
- 1.22. The Vendor have to ensure seamless migration of the application and solution after expiry of contract period, if Bank selects another vendor after the contract period or during the contract period due to any reason.
- 1.23. If the bank desires to upgrade to higher version of database or hardware, the vendor shall be required to comply with banks requirement. The solution should support the database and hardware version provided by Bank. Bank will take care of hardware and database upgrade activity. The Vendor has to ensure that the application should be compatible with hardware and database etc. without any additional cost.
- 1.24. The solution should support, not limited to, latest versions of standard browser like Internet Explorer, Google Chrome, Mozilla, Opera, Microsoft edge, Safari etc. The vendor should clearly mention browsers and version which is not supported by the solution.
- 1.25. The solution should be capable of maintaining the client limits or should have the capability to dynamically fetch client limit and facilities related information from there as part of transaction processing.
- 1.26. The solution should integrate with Customer ERP/SAP and Finacle Core Banking for transaction processing (Adapter based/ API based/ Web Service/ File Based). System should support authentication through Tokens/ Soft Token, OTP, Digital Certificates, IP Address & Mobile Application.
- 1.27. The solution should check/record/verify authentication of source of each transaction like user IDs, IP address, Mac address etc. which is required for audit purpose.



- 1.28.6 The solution integration testing will be followed by user acceptance testing, plan for which has to be submitted by the vendor to the Bank. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc. BOB staff/ third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor trained by the Vendor for this purpose. Vendor should carry out other testing like resiliency / benchmarking / load etc. Vendor should submit result log for all testing to the Bank.
- 1.29. The solution should have the capability to support the customization of the product for different jurisdictions as per the local Regulations as well as client needs.
- 1.30. The Solution should be capable of handling multi country, multi-currency, multi-product administration and services. Going forward the Solution should also be capable of interfacing with multiple back office solutions and core banking systems, if required. In addition, the solution should be dynamic enough to configure for all types of operations, viz. centralized model, hub and spoke model and at regional centers. The solution needs to have an inbuilt feature of assigning / reassigning tasks even across various branches / regions.
- 1.31. The Solution should also have proven abilities of assisting the Bank in maintaining audit trails, audit logs of all its functions/processes.
- 1.32. If there is any core banking system upgrade or replacement of any other dependent system then it is vendor's responsibility to ensure that the integration with the core banking system is provided without affecting the normal course of business without any additional cost.
- 1.33. The Solution developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
- 1.34. Backup System: The vendor will be responsible for Backup up of Application and Data Base as per the requirement of the Bank.
- 1.35. Test & Training: Exclusive Test & Training environment should be made available outside production area in the respective DC.
- 1.36. Installation, configuring, clustering, maintaining and supporting of the application including middleware etc. is the responsibility of the vendor.
- 1.37. An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the Developer will ensure controls are in place to terminate the session and reverse out the affected transactions. As an integral part of the two-factor authentication architecture, appropriate measures to minimize exposure to a middleman attack which is more commonly known as a man-in-the-middle attack (MITMA), man-in-the-browser attack or man-in-the-application attack, are implemented.
- 1.38. The Vendor shall create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps

- 1.39.The Solution should be capable of providing zero downtime patching and updates.
- 1.40.The Solution should be able to provide Automatic End of Day (EOD) and Beginning of Day (BOD).
- 1.41.The Solution should be able to integrate with third party 2FA product.
- 1.42.The Solution should be able to support Disaster Recovery by replicating the data at remote locations.
- 1.43.The Solution should have the ability to support web-based administration module for the complete management of system
- 1.44.The Admin module of the Solution should have the ability to support users/ groups / role definition and granting access rights to them and set password expiries
- 1.45.The Admin module of the Solution should have the facility to take complete and incremental backups and should be able to integrate with third party backup solutions
- 1.46.The Solution should be capable of providing Time - based / Event - based reminders
- 1.47.The Solution should have facility of forget user id / password.

## **2. Hardware Sizing and Performance Required**

The Vendor has to provide necessary requirement of infrastructure (Servers / OS / Database / Middleware etc. which are required for the system) as under:

- a. Data Centre (DC) - Production
- b. Data Centre (DC) - Test, Development and Training
- c. Disaster Recovery Site (DR)

The Vendor must provide requirement of optimal size of the Hardware, Operating System, Database, Middleware etc. keeping in view the current average and peak volume of transactions and to extrapolate the same for the full TCO period (i.e. 5 years).

The system should be capable of keeping online data of at least 2 years. Thereafter, the system should provide purging & archival of data. The response time at server end should be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the Vendor is not able to give the requisite performance as per the sizing parameters(i.e. up time above 99.9% and response time < 3 second) the Vendor shall have to provide additional hardware, software without any additional cost to the Bank The hardware proposed for the solution (as part of this RFP) should not exceed 70% of CPU(s), Memory(s), Hard Disk(s) utilization levels at any given point in time during the TCO Period.

The Data replication should happen from Primary site to DR site on real time to keep them in sync.

- Recovery Time Objective (RTO) – 60 Minutes
- Recovery Point Objective (RPO) – 5 Minutes

Vendor is also required to conduct at least one DR drill in a quarter

### 3. Monitoring and Audit

Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The Vendor must provide the Bank access to various monitoring and performance measurement systems. The Vendor has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.

### 4. Regulatory / Compliance Requirements

As the product is to be rolled out in over several countries, respective country specific customization—both at product level and from the regulatory angle is considered necessary. The vendor need to submit the proven track record of implementation of the solution across various regulatory jurisdictions is mandatory. The successful vendor, based on their past experience, should be in a position to provide the Bank with an insight and upfront customization for various countries wherever considered feasible of that the implementation is expedited.

Technical and Functional Scoring Sheet: Functional scoring will be evaluated on following criteria as part of Technical evaluation.

<b>Digital Transformation</b>		<b>RA</b>	<b>CU</b>
1.	New age UI - consolidated view in single UI like Real time price, blotter, Currency wise position, real-time chat, RFQ, limit utilization, standard/user specific report/dashboards etc. to meet all the user requirements. - be it a trader, customer, treasurer/trader, branch, processing centres. System should be configurable enough to control the features/fields to be shown on/for each and every type of user interface.		
A	Trader		
B	Customer / Corporate		
C	Branch		
D	Processing centres – Forex Back Office		
2.	Multichannel support - web/desk/mobile/branches and includes support for aggregators and API integration with external/internal application of bank.		
A	Web		
B	Desktop		
C	Mobile		
D	Aggregators		



E	API integration for pricing, enquiry and trade generation.		
3.	Configuration driven White Labelling capabilities to meet bank's branding requirements		
4.	Machine learning added margin recommendation. One such example can be, based on customer flow system may give suggestions on optimizing margins on buy or sell side trades.		
5.	Seamless user experience in terms of performance of the screens/system, flow of information from customer/branch to trader without any latency, quick screen/data refresh.		
6.	Multi factor authentication, password management, AD integration, OTP etc. System should be configurable enough to enable different type of authentication method for each and every type of user type.		
7.	On board Multi country Branch/Entity of a single Bank - Multi Entity Support		
8.	Inbuilt Charting capability System should capable to build charts based on market/external data i.e. currency trends etc. and internal data i.e. trade data based on user defined parameters etc.		
9.	Customized and contextual data/news/video feed System should be capable to customize these elements as per the user / user group level defined parameters.		
A	Contextual data		
B	News		
C	Video Feed		
10.	Support for both contextual chat and Bot chat		
11.	User notification and actionable links For example, trade confirmation, limit threshold based notification, due date reminder etc.		
12.	Open architecture / Fully enabled through Rest APIs - Build your own UI/UX or incorporate in bank's existing portals		
13.	Flexible Reporting Engine - Bank should be able to create/run own queries & fields , save (per user group) as reports		
<b>Financial Deal Products</b>			
1.	Forex (Ready, Forward, Bills) & all operations pertaining to product life cycle as per the Indian market standards in all the FCY/FCY and FCY/INR pairs.		
A	Ready transactions (Cash, Tom, Spot)		
B	Forward Booking (Including LTFX)		
D	Forward Utilization		



E	Forward Cancellation		
F	Forward rollover (cancellation & simultaneous re-booking)		
G	Conversion of Forward Contract to Bill		
H	Bill Booking		
I	Bill Utilization		
J	Bill Extension		
K	Bill Crystallization		
2.	Fx Options		
A	Single		
B	Structured		
3.	Fx Swaps		
4.	Currency Futures.		
5.	NDDC / NDF		
<b>Customer</b>			
1.	New Age Single UI - to trade and order, manage life cycles of trade, orders, and RFQ, view relevant data/news/videos, and reports		
2.	Trading models supported - ESP, RFS/RFQ		
A	ESP (Executable Streaming Prices.)		
B	RFS (Request for Stream) /RFQ (Request for Quote)		
C	Fix Rate (Card Rate) based.		
3.	Placing / managing different order types. Order types supported - market, Limit, Stop Loss.		
4.	Ability to invoke dealer intervention while trading, for better price quotes.		
5.	Chat directly with Trader or Desk		
6.	Pre-built set of reports. Generate/save/print customizable reports. Outstanding transaction reports, MTM reports (as per market rate and Fedai published revaluation rates) etc.		
A	Outstanding transaction report		
B	MTM report(as per market rate and Fedai published revaluation rates)		
7.	Forex (Ready, Forward, Bills) & all operations pertaining to product life cycle as per the Indian market standards in all the FCY/FCY and FCY/INR pairs.		
A	Ready transactions (Cash, Tom, Spot)		
B	Forward Booking (Including LTFX)		
D	Forward Utilization		





E	Forward Cancellation		
F	Forward rollover (cancellation & simultaneous re-booking)		
G	Conversion of Forward Contract to Bill		
H	Bill Booking		
I	Bill Utilization		
J	Bill Extension		
K	Bill Crystallization		
8.	Customer should be able to amend custom/free-field post trade i.e. Exposure type (anticipated/contracted), Branch etc.		
9.	Manage order and Trade life cycles.		
10.	Multi-channel access i.e. Web/mobile		
11.	Provision to have additional pre/post trade customizable fields.		
12.	Provision to configure multiple users for corporates. User wise limits allocation by the corporates for their users.		
13.	Request/Stage, split/combine multiple deals.		
<b><u>Customer/ Customer Group and User / User Group Definition and On Boarding</u></b>			
1.	Define internal (trader, branch, Desk, Operations, Risk, Admin) and external (corporate, retail, non-retail HNI) users / or on board from existing systems i.e. CBS/ Trade innovation etc.		
2.	Automatic password unlock, reset facility based on OTP, email, question based mechanism		
3.	Capability to fetch the client related details from other linked systems i.e. CBS, trade innovation etc.		
4.	Define customers/ or on board from existing system. Link external users with customer/customer group. Define or import settlement accounts for customers		
5.	Define user and customer hierarchies and ability to group users and customers		
6.	Ability to allocate customer and user groups to end user groups who would be servicing them in case of RFQ or Chat request		
7.	Attach external identifiers to static objects like customer data - Enabling the ease of interface with external risk or banking systems i.e. account details, PAN, CCIL, LEI and customer details from CBS.		
8.	Provisions of separate Client master, margin master, spread master, etc.		
9	Provision to tag one customer with multiple branches should be available so that while reporting respective branch for that can be selected by the customer, branch, back office or		

	trader.		
10	Provision for password reset/unlock at branch level for users/customers attached to respective branch.		
<b>Bank - Price Distribution</b>			
1.	Support for Multi-layer Margin - set up margin using multiple parameters –		
A	Currency pair,		
B	Trade Amount,		
C	Time of day/weekend,		
D	Allocation at customer group,		
E	Customer Wise.		
2	Provision to configure mark –up on spot and forward rate.		
A	Group level,		
B	Tenor wise configuration of spread.		
C	Client level,		
D	Direction wise,		
E	Currency pair wise,		
F	Time of day/weekend,		
g	Trade Amount,		
3.	Connectivity.		
A	FIX engine - low latency connectivity with LP for both rates and trades. Can on board a new LP in a week.		
B	Ability to connect with alternate market data providers e.g. Reuters, Bloomberg, Cogencis etc.		
C	Card rates upload / other rate upload for price streaming to selected user groups as required by bank.		
D	Provision to configure rule based customized card rate generated by system.		
4.	Real-time trending and pricing engine,		
5.	Capability to skew as per momentum,		
6.	Volatility, and trader open position, client trading pattern.		
7.	Aggregation of rates from multiple sources.		
8.	Support of crossing/interpolation. Interpolation of swap points for specific date quarter end / Financial year end.		
9.	Configuration Driven Automatic response to RFQ.		
10.	Ability to configure and customize workflow for business		



	objectives – RFQ, Order, ESP		
11.	ESP to RFQ switch based on parameter values, limit violation etc.		
12.	Capability to calculate early delivery charges, Split rates for forwards with option period.		
13.	Swap point calculator.		
14.	System should have provision to enter/override the swap points manually.		
<b>Bank - Core Engine</b>			
1.	Open APIs to connect to limit or banking system.		
2.	Out of box connectivity with some Treasury Systems, open API allows us to connect with any treasury system in a short span of time.		
3.	Calculation engine - to blend the price, or do the crossing. Support Broken dates by interpolation.		
4.	Configure and connect with multiple internal or external pricing sources.		
5.	Orchestrate the multiple margin layers		
6.	Stale rate logic/choice price handling etc.		
7.	Maker/Checker support for business/static data configuration		
8.	Integration with K+ for retrieving the positions and reflecting consolidated positions of K+ and the proposed system to trader/sales team. Real time consolidated monitoring of positions.		
9.	Integration with CCIL Fx-Retail or any other dealing platform for updating and consolidation position to trader team.		
10.	Straight Through Processing, system should have facility/compatibility to flowdeal information to bank's front office system (K+) and back office system (KTP).		
A	System should be capable of giving pop-up / report in front end to customer/branch/trader/processing centres at the time of deal entry with the reason of failure by the interface with front office (K+) or any other system interface.		
11.	Deal details/post trade notifications can also be send to back office of client / branch / Processing centreof the bank through email or STP from proposed system to customer system.		
12.	Compatibility with Kondor+ front office system (OEM - Finastra) to flow all requested deal types with related deal events.		
13.	Vendor have skillset of Kondor+ application to address deal flow feasibility related issues with bank's front office system.		



14.	Vendor have experience of integration with Kondor + (Front office application)		
15.	Vendor have skill set to understand and provide seamless interface with Kondor+ (Front office application)		
16.	System should be capable to capture/store the Kondor+ reference after successful flow of trade to Kondor+.		
17.	System should be customizable to build/configure as many as required validations rules at the time of deal reporting i.e. making PAN mandatory, CCIL mandatory, LEI mandatory or any other condition based on standard field of the deal or customized field of the deal.		
<b>Trader</b>			
1.	Customer 360 View in terms of past trading history, limit consumption (customer wise), any notification from other colleagues in dealing room.		
2.	Front end Pop-ups, alerts, email to chief dealer in case of limit breach/open position above threshold.		
3.	RFQ/Order pick and release, respond and fill.		
4.	Respond to RFQ from Branch, Customer, Processing centread with a tolerance limit on prices		
5.	Ability to configure		
A	Trading Hours / Trading Days.		
B	Switch the pricing to another source and automatic provision of best price from multiple sources.		
C	Switch to RFQ for all instruments		
D	Enable and disable after hrs		
E	Panic button to stop trading and reporting's.		
F	Auto Cover, auto hedge switched on or off. Based on currency, amount, product, customer etc.		
G	Rules to control Trading HRs of currency pairs for outward payment as per currency close hours.		
7.	Aggregated view of market depth.		
8.	Real-time Positions (including combined position across systems like K+, proposed system etc.)		
9.	Positions drill down & reconciliation		
10.	Real-time P&L		
11.	Capture/Stage, split/combine multiple deals.		
12.	Life cycle events – Cancel/Amend, Reverse, Rollover, Crystalize, Extend, merge/split deals		
13.	Forward Early Delivery/utilization.		
14.	Forward to Export Bill conversion.		
15.	Deal pad for quick deal capture. Customizable user wise deal entry templates for quick entry		



	of deals.		
16.	Automated back to back deal capture with mark-ups in interbank.		
17.	Automated split to spot/swap positions and profit on each position.		
18.	Risk monitoring parameters with configurable limits, tolerance level, checks etc.		
A	Rate Scan / Off market braches Pair Wise Tolerance configuration. Real time based Day high/low based Parameterization to control Hard Stop/Soft stop in case of breach.		
19.	Bulk upload facility from front end, system has facility to bulk upload and booking of forward rates for multiple deals at single go, also the feature of rollover/cancellation of single or multiple deals at one click.		
20	Real-time fund position dashboard (integration with Nostro system)		
<b><u>Limit Management</u></b>			
1.	Comprehensive limit module i.e. tenor, currency wise etc.		
2.	Provision for customer limit facility in system and capability to integrate with external system i.e. Core banking, KGR etc. Limit enquiry and Limit update to CBS.		
<b><u>Branch/Processing centre.</u></b>			
1.	Request price from trader		
2.	Negotiate on behalf of customer, chat window with audit trail.		
3.	Customer 360 view		
4.	Ability to add Margin by the branch or adjust the price within the tolerance on price sent by trader.		
5.	Automatic initiation of email to customer& attached branch on deal execution with rate and other details. Customised email templates.		
6.	Stage, split/combine multiple deals.		
7.	Ability to extend admin rights to branch head to reset/unlock user of respective branch.		
<b><u>Remittance workflows</u></b>			
1.	Auto upload/Interface (from other system) remittances for pricing by treasury i.e. MT940 /Credit information/MT103 etc. from swift or any other system of bank.		
2.	Remittance workflow support		
A	Ability to fetch and confirm the Nostro credits (Remittance) at the time of deal reporting in seamless manner.		



B	Marking of utilized credit in case of successful deal confirmation.		
C	Unmarking of utilized credit in case of deal failure to K+ (Bank's front office system) or deal cancellation in proposed system.		
D	Ability to allocate remittance amount between INR and EEFC accounts		
3.	Verify/Interface remittances to downstream systems i.e. Trade Innovation through APIs.		
4.	Maintain history of partially/fully utilized remittances and details of utilizer, branch, user , remaining amount, deal, date, time, part cancellation etc.		
<b><u>Regulation &amp; Future Proofing &amp; Reporting/MIS</u></b>			
1.	Support for new data points as required by regulations e.g. EMIR, MIFID 2, RBI or local regulations.		
2.	Configurable as per new hedging guidelines of RBI and other guidelines related forex operation in banking industry.		
A	Classification of users into Retail and Non-Retail.		
B	Classification of underlying exposure into Contracted Exposure and Anticipated Exposure.		
C	Flexibility to book derivative contracts up to USD 10 mio without need to establish the existence of underlying exposure.		
D	Capturing timestamp for all the price attributes for each trade i.e. Tick time of Spot rate, tick time of Premium/points used for final quote to branch.		
3.	Compiled with RBI cyber security framework guidance and CERT-IN		
4.	Complied and configurable as per RBI guidelines related to LEI capturing for derivative and non-derivative segment.		
5.	Trading analytics		
6.	Order Analysis		
7.	Client Analysis i.e. understanding the trading behaviour of customer, identifying top clients based on volume and profitability.		
8.	LP/Venue analysis with comprehensive details and charts.		
9.	Historical data storage for building reports from stored data for trading insights, trade/cover report, stop loss in cover for risk management.		
10.	System can be integrated with bank's data ware house/ data lake systems for banks specific data analytics and reporting.		
<b><u>Specific scenario coverage.</u></b>			
1	Customer will get option to initiate a trade by hitting a price by way of ESP or RFQ or the same may flow from any other system like Fx-Retail. This deal will populate in Customer deal blotter in pre-stage		



	<p>status and will reflect in position blotter (warehouse) of the proposed system.</p> <p>Customer can select (merge/split) these pre-stage deals for finalizing the trade for cash/tom/spot/forward/bill purchase.</p> <p>At the time of finalization of deal, system will check for application limits i.e. transaction limits, forward limits from CBS, gross limits etc.</p> <p>Once customer finalize the deal will move to staging status and populate in respective branch deal blotter and trader deal blotter for further action.</p> <p>Branch will enhance the staging deal with post trade information i.e. Customer details, LEI, CCIL, K+ Instrument, Nostro credit confirmation etc.</p> <p>Post finalization by branch trade will be confirmed and will flow to K+ (Front office system) and consolidated position will be updated in the proposed system.</p>		
2	In case of FCY/FCY deals, wash amount deal should be populated by system during cancellation/ early utilization for applicable covering rates.		
3	In case of forward rollover, simultaneous cancellation and fresh booking deal should be created at common spot rate (Considering exposure type i.e. anticipated/contractual) and flow to K+ (Front office system)		
4	In case of bill purchase under forward contract, simultaneous utilization of forward contract and creation of fresh bill should take place (considering maturity of the forward contract and bill due date) and flow to K+ (Front office system)		
5	Algorithm/machine trading System should be able to execute trades based on available arbitrage opportunity from multiple markets i.e. Currency future, NDF, OTC etc.		
<b>Technology</b>			
1.	High Availability support		
2.	Fail Over/Business Continuity		
3.	Authorization granularity at action level		
4.	Auditability - order execution to trade creation link		
5.	API Coverage		
A	Token Based Communication between UI and Server		
B	Authentication		
C	Authorization		
D	Config related validations		
6.	Cloud Deployable - Single Code Single DB/Multi DB support		

A	Secured - data on flow (UI/Server communication), data at rest		
B	Scalable		
C	HA (High availability) enabled		
D	Data Separation and access		
7.	Production live		
8.	Error handling		
9.	Data migration from historical system to proposed system.		
10.	Audit trail storing and retrieval for every action i.e. user creation, modification, reset, parameter change, margin change, RFQ client, RFQ trader etc. from front end.		
11.	Capturing and storing of chat details/history linked with each trade in the system.		
A	Provision to retrieve chat history trade wise/date wise/user wise/trader wise from front end admin portal.		
12.	User/site/branch/user-group wise IP whitelisting feature.		
13.	Automatic day end/ day begin process, if applicable.		
14.	System should be capable enough to segregate access/connectivity from internet and banks internal network.		

Scoring pattern for Technical / Functional parameters:

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

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

## 2. General Conditions

- For installation work, it shall be the responsibility of the Bidder to arrange and provide requisite tools, testing & measurement equipment and all other things required for carrying out the installation job industry practice and safety norms.
- The Bidder shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to Bidder's negligence shall be passed on the Bidder's account
- Bidder shall complete the entire work and make all the systems operational (Supply, Installation, Acceptance and handing over to Bank within stipulated timeline mentioned in the of this RFP.
- The support shall be on 24\*7\*365 basis
- There will be an acceptance test by the Bank after implementation of the solution.



In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants

### **3. Technical Proposal Attention Items**

- a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
- c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.
- e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank.
- f) In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.
- g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.
- i) Entire work specified in this RFP shall be carried out on Turnkey basis.
- j) As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the RFP or extra work required to be perform due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this RFP.
- k) All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

### **4. Infrastructure**

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

However the complete implementation, maintenance and support of the Electronic Trading System shall be part of the scope of the vendor.

As part of the technical proposal the vendor needs to provide complete Electronic Trading System details. The vendor must design the solution with high availability

&secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

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

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

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

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

The Vendor will supply, implementation, maintain and support the complete Electronic Trading Platform.

The vendor shall do proactive monitoring and capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades. However, there should not be any additional cost to the Bank for any software or hardware upgrade during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor. As part of the technical solution, the Vendor must provide the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank, the Vendor will at their cost carry out the necessary upgrades/ replacements. The Bank has the right to deduct/ recover from the Vendor, the required additional expenses which the Bank may incur on account of such upgrades/ replacements.

## 5. Disaster Recovery Mechanism

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

## 6. Service Levels and Uptime Guarantee

For details, please refer to Annexure that provides the service levels for Supply Implement and Support of Electronic Trading Platform.

## 7. Delivery

The Electronic Trading Platform must be implemented as per project scope within a period of 5 months in totality from the date of placing of purchase order by the Bank. In case the deadlines are not met then the vendor will have to pay penalty to Bank of Baroda @ 1% of implementation cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Bank of Baroda reserves the right to cancel the entire order.

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

## 8. Ownership, Grant and delivery

The Vendor shall procure and provide a non-exclusive (300 concurrent user), non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The Bank can use the software at any of its branches and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The license shall specifically include right

- a. To Use. (i) to use the executable code version of the Software and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank.
- b. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.
- c. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.
- d. Delivery: The Vendor, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The Vendor, after customization shall deliver to the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material. The Vendor, after modifications,

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

- e. The grant of license by the Vendor herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.
- f. Except as specifically agreed by and between Vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Vendor or its Licensors and be the sole and exclusive property of the Vendor or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Vendor or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Vendor from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.
- g. Rights: The Vendor shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Vendor shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Vendor shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made

available and implemented by the Vendor, despite notice of such failure by the Vendor in writing, (ii) any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Vendor of such misuse in writing.

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

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

## **9. Escrow Mechanism**

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

## **10. ATS – Annual Technical Support**

ATS services needs to be provided by the successful bidder for all in-scope applications. Bidder needs to ensure following services as a part of ATS but not limited to:

- Product upgrades & enhancements
- Maintenance releases
- Statutory and Regulatory Updates
- Patches & bug fixes
- Updates/Upgrades/New releases/New versions need to be notified to the Bank about the same and need to be covered as part of AMC / ATS. Upgrades would include product releases to incorporate technological changes, consolidating all bug fixes, consolidating all enhancement requests made by the Bank.
- Review on yearly basis for version upgrade of in scope applications and report to bank such details in advance along with plan for version upgrade. Intimate the bank for various technology upgrades released by OEM's along with feasibility & impact analysis. Also propose migration plan for technology upgrade due to OEM releases.
- Planning and implementing version up-gradation, migration, testing of the

application. In case bank engaging OEM directly for version upgrade, then the successful bidder is required to carry out Program Management Responsibilities to ensure end to end completion of the activities. Post version upgrade, successful bidder is required to manage & support the application along with the IT hardware.

- Develop / customization of in scope applications as per regulatory / statutory requirement.
- Mandates from various interchanges / information security/ enhancement / any other requirement.
- Patch management, release update and upgrade of in scope applications during the contract period, all update or upgrade needs to be done with concurrence of the Bank. The successful bidder to ensure that necessary due diligence in carried out for pre-testing before releasing to UAT (User Acceptance Test)

Technical Support Team should be well trained to effectively handle queries raised by the User. Bank will provide the Service Desk tool for call logging and SLA management.

The bidder should provide an indicative list of reports call login periodically for example: volume of calls / per day, resolution % per day etcwhich come out of the box.

The technical bid should cover the support structure available for the administrators and Bank users. A brief write up to be included with regard to how the vendor proposes to address the training needs at multiple levels within the Bank. The bids should inter alia cover the time period for which they would be made available.

The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same. The Vendor needs to provide with the details about all such items considered in the RFP.

## 11. Handover Services

- ▶ The bidder should ensure training for all the users at the time of UAT and bidder should be flexible to give training to the users as and when required/demanded by the bank at any point contract period.
- ▶ The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the deliverables under this assignment. The Bidder shall provide all updated documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for Electronic Trading Platform.
- ▶ The Bidder shall provide licenses details for Electronic Trading Platform.
- ▶ The Bidder must consult with Bank on any Third Party Contracts between the Bidder and Third Parties that are necessary or useful for Bank or a Third Party to

perform the Services and arrange for transfer or assignment of such Third Party Contracts that Bank wishes to have transferred or assigned to Bank or a Third Party designated by Bank on commercially reasonable terms mutually acceptable to both Parties.

- ▶ All the warranties held by or in the name of the Bidder shall be assigned or transferred “As is” in the name of the Bank. The Bidder shall execute any and all such documents as may be necessary in this regard.
- ▶ The Parties shall return confidential information.
- ▶ The Bidder shall provide all other Services as may be agreed by the Parties in connection with the assignment.
- ▶ The Bidder recognizes that considering the enormity of the Assignment, the Handover Services listed herein are only indicative in nature and the Bidder agrees to provide all assistance and services required for fully and effectively handing over the Services provided by the Bidder under this assignment and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.
- ▶ Handover Process directly done by the Bidder / OEM. During this handover the Bidder would transfer all knowledge, knowhow and other things necessary for the Bank and / or its MSP to take over and continue to manage the Electronic platform.
- ▶ The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank as would be required.
- ▶ Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this assignment, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the Project Scope.

## 12. Payment Terms

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

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

### a) Software Licenses

- 50% of the license cost on delivery of Software Licenses plus 100% of VAT /

CST & Octroi / entry tax (wherever applicable) at actuals. The required documents to be provided along with original invoice:

- a) Original delivery Challans dully stamped and signed by the Bank Official.
  - b) Original receipt of Octroi / entry tax etc wherever applicable.
- 30% of the license cost after go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
  - 20% of the license cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off

**b) Implementation Cost (OTC)**

- 30% after Phase I go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
- 30% after Phase II go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
- 30% after Phase III go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.
- 10% after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.

**c) ATS – Payable monthly in against receipt of satisfactory service report from the Bank's Project / Operation Manager .**

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released from Corporate office Mumbai, as per above payment terms on submission of relevant documents.

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



### 13. Right to Alter Quantities

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities/items.

## Annexure 12–Service Levels

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The Vendor therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

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

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

Vendor will have to guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application (as a whole / any module of the application) availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

**Uptime percentage** - 100% less Downtime Percentage

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

**Total Available Time** – 24hrsper day for seven days a week excluding planned downtime

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

Uptime Percentage	Penalty Details
A >= 99.9%	No Penalty
99.5% =< A <99%	2% of cost of Monthly Maintenance Charges
98.5% =< A < 99%	5% of cost of Monthly Maintenance Charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of Monthly Maintenance Charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly Maintenance Charge and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favour of Bank of Baroda for the same within 15 days from the notice period from the Bank.

#### **Availability Service Level Default**

- ▶ Availability Service Level will be measured on a monthly basis.
- ▶ A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.9%), as measured on a monthly basis.

### Annexure 13–Masked Commercial Bid

S#	Items	OTC (One Time Cost)	YEAR	YEAR	YEAR	YEAR	YEAR	TOTAL
			1	2	3	4	5	AMT
			AMT	AMT	AMT	AMT	AMT	AMT
1	License Cost*	0.00	X	X	X	X	X	0.00
2	Implementation Cost	0.00	X	X	X	X	X	0.00
3	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00
4	Any Other Charges *	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>								<b>0.00</b>

#### Note

- \*The license for the solution to be 300 Concurrent users and perpetual level for all the modules offered without any constraint on number of branches for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international.
- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. 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
- 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.
- All deliverables to be supplied as per tender requirements provided in the tender.
- All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.

n. \*Details to be provided for any commercial provided against “Any Other Charges”.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor’s Corporate Name

### Annexure 14–Commercial Bid

S#	Items	OTC (One Time Cost)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
			AMT	AMT	AMT	AMT	AMT	AMT
1	License Cost*	0.00	X	X	X	X	X	0.00
2	Implementation Cost	0.00	X	X	X	X	X	0.00
3	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00
4	Any Other Charges *	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>								<b>0.00</b>

#### Note

- o. \*The license for the solution to be 300 Concurrent users and perpetual level for all the modules offered without any constraint on number of branches for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international.
- p. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- q. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- r. 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.
- s. All Deliverables to be supplied as per RFP requirements provided in the tender.
- t. The Service Charges need to include all services and other requirement as mentioned in the RFP
- u. 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.
- v. All prices to be in Indian Rupee (INR) only.
- w. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. 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
- x. 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.
- y. All deliverables to be supplied as per tender requirements provided in the tender.
- z. All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- aa. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.

**bb.**\*Details to be provided for any commercial provided against “Any Other Charges”.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor’s Corporate Name

**Annexure 15-Performance Guarantee**

**BANK GUARANTEE**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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

WHEREAS M/S ..... (Name of 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 (the Bank) 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/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the 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:

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ....-/(Rupees





.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-  
(Rupees

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

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. 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.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ..../- (Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled



- to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
  8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
  9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
  10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
  11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
  12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
  13. Notwithstanding anything contained herein above;
    - a. our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
    - b. this Bank Guarantee shall be valid and remain in force upto and including the date ..... and
    - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
  14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager

Seal and Address

## Annexure 16 – Integrity Pact

### PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

#### 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 provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**BOB**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and.....hereinafter referred to as "The Bidder /Bidder"

#### Preamble

BOB is a one of the nationalized PSU Banks having its presence through its \_\_\_\_\_ number of branches and \_\_\_\_\_ administrative offices throughout India and \_\_\_\_\_ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Bidder(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1 - Commitments of BOB

1. The BOB commits it self to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the BOB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
  - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
2. If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if the rebeassubstantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiated is ciplinary actions.

## Section 2 - Commitments of the Bidder(s)/ Bidder(s)

- a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - b. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - c. The Bidder(s) / Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Bidder(s). 6-7}
  - f. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - g. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
3. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender

process or to terminate the contract, if already signed, for such reason (pagenos.8-17).

#### **Section 4 - Compensation for Damages**

- (1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **Section 6 - Equal treatment of all Bidders I Bidders I Sub Bidders**

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and Bidders.
- (3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s) / Bidder(s) /SubBidder(s)**

If the BOB obtains knowledge of conduct of a Bidder, Bidder or SubBidder, or of an employee or a representative or an associate of a Bidder, Bidder or SubBidder which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

#### **Section 8 - Independent External Monitor**

- (1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Harishwar Dayal dayalagra@gmail.com appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Bidders as confidential.
- (3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that



- provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
  - (5) The BOB 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 BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
  - (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
  - (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
  - (8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  - (9) The word 'Monitor' would include both singular and plural.

### **Section 9 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

Section 10 - contract has been awarded. Any violation of the same would entailed is qualification of the Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the bidders and exclusion from future business dealings.

If any claims made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB.

### **Section 11 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB, i.e. Mumbai.



- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to bein valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.
- (5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For&OnbehalfoftheBOB)(For&OnbehalfofBidder/ Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name&Address) \_\_\_\_\_

Witness2:

(Name&Address) \_\_\_\_\_

## Annexure 17 - SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT

This Agreement is made in Mumbai this..... Day of ..... 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

### AND

\_\_\_\_\_, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at \_\_\_\_\_, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

### WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 25 countries. Bank desires to select a Service Provider for Supply, Installation & Maintenance of Network Hardware at Bank Branches / Offices and had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of Supply, Installation & Maintenance of Network Hardware. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a -----.

It was a condition in the RFP that the Parties would enter into a Service Level and Non Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

## NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

### 1. DEFINITIONS

- I. Bank, BOB means ‘Bank of Baroda’
- II. ATP means Acceptance Test Procedure
- III. AMC means Annual Maintenance Contract
- IV. BFSI means Banking, Financial services and Insurance

**Request For Proposal for Supply Implement and Support of Electronic Trading Platform**



- V. DC Means Data Centre
- VI. DR Means Data Recovery Centre
- VII. MSP means Managed Service Provider of the Bank.
- VIII. SLA means Service Level Agreement
- IX. Total Cost of Ownership (TCO)
- X. SPOC means Single Point of Contact

## 2. TERM

This Agreement shall come into force on \_\_\_\_\_ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

## 3. SCOPE OF SERVICE

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

## 4. STANDARDS

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

## 5. Project Details Scope of Work (As annexure)

(Terms mentioned in the RFP)

## 6. DOCUMENTATION

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/hindi.

## 7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No..

Escalation matrix for support should also be provided with full details.

## 8. SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

## 9. COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services.

During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

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

The Service Provider:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as

designated by the BANK and communicated to the Service Provider from time to time.

- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

## 10. CONFIDENTIALITY

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

a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.

c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.

e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB

under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

## **11. INDEMNITY**

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

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or

- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

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

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

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

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

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

## 12. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

## 13. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees \_\_\_\_Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of \_\_\_months with additional claim period of three months after expiry of validity period.

## 14. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

breaches any of its obligations set forth in this agreement and Such breach is not cured within 15 ) Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 15 ) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider 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 Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason 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 60 days prior notice in writing.

### **Effect of termination**

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

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

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

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

## **15. CORPORATE AUTHORITY**

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

## **16. LAW, JURISDICTION AND DISPUTE RESOLUTION**

This Agreement shall be governed and construed and enforced in accordance with the laws of India. both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts..

## **ARBITRATION**

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.



- e) The place of arbitration shall be \_\_\_\_\_. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

## 17. AUDIT

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

## 18. LIMITATION OF LIABILITY

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

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

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

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

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

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

## **19. PUBLICITY**

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

## **20. INDEPENDENT ARRANGEMENT**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

## **21. SUBCONTRACTING**

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

## **22. ASSIGNMENT**

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

## **23. NON – SOLICITATION**

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

The above clause shall not applicable in case the recruitment done through public advertisement.

#### **24. VICARIOUS LIABILITY**

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

#### **25. FORCE MAJEURE**

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

#### **SURVIVAL:**

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

**26. MISCELLANEOUS**

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

**If to the Bank of Baroda:**

The Chief Technical Officer  
Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra (East), Mumbai- 400051  
ATTN: Assistant General Manager (IT)

**If to the ... ..**

Address\_\_\_\_\_

ATTN: \_\_\_\_\_

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP \_\_\_\_\_, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.



बैंक ऑफ़ बड़ौदा  
Bank of Baroda



The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda

For

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**

**Designation:**

**Designation:**

**Witness 1 :**

**Witness 1 :**

**Witness 2 :**

**Witness 2 :**