



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

**Request for Proposal  
For Supply, Implementation and Maintenance of  
Export Data Processing and Monitoring  
System (EDPMS) & Import Data Processing  
and Monitoring System (IDPMS)**

**Bank of Baroda**

**17<sup>th</sup> March 2018**  
**RFP Reference: BCC:IT:PROC:110:17**

**[A] Important Dates:**

#	Particulars	Timelines
1	RFP Issuance Date	17 <sup>th</sup> March 2018
2	RFP Coordinator Name, Contact details (Bank)	<ul style="list-style-type: none"> <li>• Lokesh Kumar Pawar, Officer (IT)</li> <li>• Mr. Arnab Das, Manager (IT)</li> <li>• Contact No. – 022 – 6698 3228 /3237/1556</li> <li>• Email: <a href="mailto:rfp.it.procurement@bankofbaroda.com">rfp.it.procurement@bankofbaroda.com</a></li> <li>• Delivery Address: The Chief Manager (IT), Bank of Baroda, Baroda Sun Tower, 7<sup>th</sup> Floor, IT Projects Office, C-34, G-Block, Bandra Kurla Complex, Mumbai-400051</li> </ul>
3	Last Date of receiving written request for clarifications before the Pre-bid Meeting	1:00 PM on 19 <sup>th</sup> March, 2018
4	Pre-bid Meeting Date & Venue details	Date: 02:30 PM on 20 <sup>th</sup> March, 2018 Location: Bank of Baroda, Baroda Sun Tower, C-34, G-Block, Bandra Kurla Complex, Mumbai-400051
5	Last Date of Submission of RFP Response (Closing Date)	02:00 PM on 27 <sup>th</sup> March, 2018 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
6	Eligibility & Technical Bid Opening Date	02:30 PM on 27 <sup>th</sup> March, 2018 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
7	Commercial Bid Opening	The commercial bids of only those vendors who qualify in eligibility & technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
8	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand Only)
9	Bid Security (Earnest Money Deposit)	Rs. 10,00,000/- (Rupees Ten Lakh Only)
10	Minimum requirement for Online RFP	1. Computer / Laptop (Notebook) with internet connection

Request for Proposal for Supply, Implementation and Maintenance of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS)  
RFP Reference: BCC:IT:PROC:110:17 dated 17<sup>th</sup> March 2018

	<b>response submission</b>	<p>2. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above</p> <p>3. Digital certificate (DC) - Class II or III, Signing + Encryption. (DC to be organizational type if bidder is participating on behalf of an organization)</p> <p>4. Web Browsers: Internet Explorer 9.0 (32-bit Browser only) &amp; above</p>
<b>11</b>	<b>Mode of bid submission &amp; online portal's URL</b>	<p>Mode: Online</p> <p>URL: <a href="https://bobtenders.abcprocure.com">https://bobtenders.abcprocure.com</a></p>
<b>12</b>	<b>Support details of Online Portal facilitator</b>	<p>M/s e-Procurement Technologies Limited</p> <p>Mr.Ankit Limbachiya,</p> <p>Mobile: +91 9974852650</p> <p>Email: ankit.limbachiya@procuretiger.com</p>

## [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Annual Maintenance Cost (AMC)
2. Annual Technical Support (ATS)
3. Application Programming Interface (API)
4. Bank, BOB means 'Bank of Baroda'
5. Banking, Financial services and Insurance (BFSI)
6. Central Vigilance Commission (CVC)
7. Customer Relationship Management (CRM)
8. Data Center (DC)
9. Data Recovery (DR)
10. Earnest Money Deposit (EMD)
11. One Time Cost (OTC)
12. Proof of Concept (POC)
13. Proposal, Bid means "Response to the RFP Document"
14. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
15. RFP means the Request For Proposal document
16. Service Level Agreement (SLA)
17. Single Person of Contact (SPOC)
18. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda
19. Total Cost of Ownership (TCO)
20. Export Data Processing and Monitoring System (EDPMS)
21. Import Data Processing and Monitoring System (IDPMS)

### **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.*

## Table of Contents

<b>1. Introduction .....</b>	<b>9</b>
<b>1.1 Introduction and Disclaimer .....</b>	<b>9</b>
<b>1.2 Information Provided .....</b>	<b>9</b>
<b>1.3 For Respondent Only .....</b>	<b>9</b>
<b>1.4 Confidentiality .....</b>	<b>9</b>
<b>1.5 Disclaimer .....</b>	<b>10</b>
<b>1.6 Costs Borne by Respondents .....</b>	<b>10</b>
<b>1.7 No Legal Relationship.....</b>	<b>10</b>
<b>1.8 Recipient Obligation to Inform Itself.....</b>	<b>10</b>
<b>1.9 Evaluation of Offers .....</b>	<b>10</b>
<b>1.10 Errors and Omissions .....</b>	<b>11</b>
<b>1.11 Standards.....</b>	<b>11</b>
<b>1.12 Acceptance of Terms .....</b>	<b>11</b>
<b>2. RFP Response terms .....</b>	<b>12</b>
<b>2.1 Contact Details for Responding to RFP .....</b>	<b>12</b>
<b>2.2 Requests for Information.....</b>	<b>12</b>
<b>2.3 Disqualification.....</b>	<b>12</b>
<b>2.4 Timeframe .....</b>	<b>12</b>
<b>2.5 Language of Tender .....</b>	<b>13</b>
<b>2.6 RFP Validity period .....</b>	<b>13</b>
<b>2.7 RFP Response Submission Details .....</b>	<b>13</b>
<b>2.8 Commercial Bid .....</b>	<b>14</b>
<b>2.9 Lodgment of RFP Response .....</b>	<b>14</b>
<b>2.10 Earnest Money Deposit.....</b>	<b>14</b>
<b>2.11 Registration of RFP Response.....</b>	<b>15</b>
<b>2.12 Late RFP Response Policy .....</b>	<b>15</b>
<b>2.13 Notification.....</b>	<b>15</b>
<b>2.14 Formats of Bids .....</b>	<b>16</b>
<b>2.15 Contract period.....</b>	<b>16</b>
<b>2.16 Escrow Mechanism .....</b>	<b>16</b>
<b>2.17 Grievance Redressal.....</b>	<b>16</b>
<b>3. Project Details .....</b>	<b>17</b>

Request for Proposal for Supply, Implementation and Maintenance of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS)  
RFP Reference: BCC:IT:PROC:110:17 dated 17<sup>th</sup> March 2018

3.1	Introduction & Project Overview .....	17
3.2	Purpose .....	17
3.3	Project Scope .....	17
3.4	Infrastructure .....	17
3.5	Disaster Recovery Mechanism.....	18
3.6	Service Levels and Uptime Guarantee .....	19
4.	Evaluation process .....	20
4.1	Eligibility & Technical Bid.....	20
4.2	Commercial Bid Evaluation .....	21
5.	Terms and conditions.....	22
5.1	General.....	22
5.2	Bid Security and Performance Guarantee.....	26
5.3	Others.....	27
5.4	Other RFP Requirements.....	30
5.5	Corrupt and Fraudulent Practices .....	33
5.6	Authorized Signatory .....	33
5.7	Terms of Reference.....	33
5.8	Service Level Agreement and Non-Disclosure Agreement .....	37
5.9	Right to Reject Bids .....	38
6.	General Terms and Conditions .....	38
6.1	Governing Laws .....	38
6.2	Confidentiality .....	38
6.3	Information Ownership .....	42
6.4	Sensitive Information .....	42
6.5	Privacy and Security Safeguards.....	42
6.6	Dispute Resolution.....	43
6.7	Force Majeure .....	43
6.8	Termination.....	44
6.9	Contract Review and Effect of Termination .....	46
6.10	Subcontracting .....	46
6.11	Indemnity .....	46
6.12	Compliance with Laws .....	48
6.13	NO Liability .....	48

6.14	Visitorial Rights .....	49
6.15	Inspection of Records.....	49
6.16	Assignment.....	49
6.17	Publicity .....	50
6.18	Solicitation of Employees.....	50
6.19	Notices and other Communication .....	50
6.20	Waiver .....	50
6.21	Violation of Terms .....	51
6.22	Cumulative Remedies .....	51
6.23	Severability .....	51
6.24	Vendor's Design Liability.....	51
7.	Disclaimer.....	52
8.	Instructions to Vendors - E-TENDERING .....	53
8.1	General Instructions: .....	53
8.2	Purchase and Downloading of Tender Document.....	53
8.3	Preparation & Submission of Bids .....	53
9.	Guidelines to Contractors on the operations of Electronic Tendering System of Bank of Baroda ( <a href="https://bobtenders.abcprocure.com/">https://bobtenders.abcprocure.com /</a> ) .....	54
9.1	Pre-requisites to participate in the Tenders processed by BOB: .....	54
9.2	Steps to be followed by Contractors to participate in the e-Tenders processed by BOB .....	55
	Annexure 01 - Bid - Table of Contents .....	58
	Annexure 02 – Eligibility Criteria .....	60
	Annexure 03 - Bid Security Letter.....	63
	Annexure 04 - Bid Security Form.....	65
	Annexure 05 – Undertaking.....	67
	Annexure 06 – Pre-Bid Queries Form.....	69
	Annexure 07 –Conformity Letter .....	70
	Annexure 08 – Letter of Undertaking from OSD / OEM.....	71
	Annexure 09 - Undertaking of Information Security.....	72
	Annexure 10 – Technical Requirement (Project Scope) .....	73
	Annexure 11 - Service Levels.....	89
	Annexure 12 -Performance Guarantee .....	91

<b>Annexure 13 – Commercial Bid Format .....</b>	<b>95</b>
<b>Annexure 14 – Masked Commercial Bid Format .....</b>	<b>97</b>



## **1. Introduction**

### **1.1 Introduction and Disclaimer**

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a vendor for Supply, Implementation and Maintenance of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System.

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

### **1.2 Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### **1.3 For Respondent Only**

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

### **1.4 Confidentiality**

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

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written

consent of the Bank.

### **1.5 Disclaimer**

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

### **1.6 Costs Borne by Respondents**

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

### **1.7 No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

### **1.8 Recipient Obligation to Inform Itself**

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

### **1.9 Evaluation of Offers**

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP

document.

### **1.10 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.4.

### **1.11 Standards**

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

### **1.12 Acceptance of Terms**

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

## 2. RFP Response terms

### 2.1 Contact Details for Responding to RFP

#### 2.1.1 RFP Coordinator

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

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

### 2.2 Requests for Information

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

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

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

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

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

### 2.3 Disqualification

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

### 2.4 Timeframe

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

timelines.

## **2.5 Language of Tender**

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

## **2.6 RFP Validity period**

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

## **2.7 RFP Response Submission Details**

Bidder should submit their Eligibility Cum Technical and Commercial bids Online i.e. through <https://bobtenders.abcprocure.com>.

Application Money as mentioned in “[A] Important Dates – Application Money” must be deposited through RTGS (Real Time Gross Settlement) / NEFT as mentioned in the clause 2.10. Vendor should submit the bid security as mentioned section 2.9 along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission

The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.

**Commercial Bid - [Annexure 13](#) (Commercial bid must be sealed and signed by authorized signatory by the bidder and must be submitted through online mode and after encryption by e-signer tool only).**

### **IMPORTANT POINTS TO BE NOTED**

- i. The Commercial bid submission as part of the RFP response without encryption are liable to be rejected.
- ii. The RFP response documents should be submitted through online mode.
- iii. The proposal should be prepared in English in MS Word / Excel / Powerpoint format.
- iv. All letters must be addressed to the following:  
The General Manager,  
Chief Technology Officer  
& Head IT Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51
- v. Only one submission of response to RFP by each Respondent will be permitted.
- vi. All responses would be deemed to be irrevocable offers / proposals from the

Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.

- vii. The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.
- viii. Unsigned responses would be treated as incomplete and are liable to be rejected.

## **2.8 Commercial Bid**

- ▶ The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- ▶ The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in Annexure 13.
- ▶ The Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.

## **2.9 Lodgment of RFP Response**

### **RFP Response Submission - Closing Date**

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

## **2.10 Earnest Money Deposit**

The vendors will have to submit the Bid Security while submitting their bid as mentioned in point “[A] Important Dates – Bid Security (Earnest Money Deposit)”. The bid security money deposit is required to protect the Bank against the risk of Vendor’s conduct.

The Bid Security shall be denominated in the Indian Rupees only and shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring **BANK OF BARODA, BANK ACCOUNT NO. 29040400000418, BANK IFSC CODE - BARB0BANEAS** or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in the form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The bid security money deposit of a vendor may be forfeited or the bank guarantee in lieu of RTGS/NEFT may be invoked by the Bank:

- a) If the vendor withdraws its bid during the bid validity period.
- b) In case of the successful vendor, if vendor fails to:
  - i) sign the contract within 1 month of issue of contract order / letter of intent for



any reason whatsoever

- ii) furnish performance guarantee within 30 days from the date of Bank placing the order or signing the contract whichever is earlier for any reason whatsoever.

**Unsuccessful Vendor's** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Vendors.

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

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

### **2.11 Registration of RFP Response**

Registration of RFP response will be affected by the Bank by online mode only. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

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

### **2.12 Late RFP Response Policy**

RFP responses received after the deadline for lodgment of RFPs will not be accepted by the Bank. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

### **2.13 Notification**

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including

whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

#### **2.14 Formats of Bids**

The vendors should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the vendors have rendered their services for execution of similar projects.

#### **2.15 Contract period**

The contract with the selected vendor will be valid for a period of 5 years, from the date of placing of purchase order by the Bank. The contract will be deemed completed only when all the contracted services by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

#### **2.16 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.

#### **2.17 Grievance Redressal**

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the General Manager (CTO & Head – IT Projects & CRM) at gm.itprojects.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.



### **3. Project Details**

#### **3.1 Introduction & Project Overview**

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 5400+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda is floating the RFP for selection of vendor for Supply, Implementation and Maintenance of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS).

#### **3.2 Purpose**

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Vendors, hereafter called as 'Bidders or Vendors', to participate in the competitive bidding for Supply, Implement and Maintain Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS).

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement as mentioned in RFP. The participating vendor must agree all our terms & conditions mentioned under this RFP.

#### **3.3 Project Scope**

Bank will award the contract to the successful vendor and the vendor should deliver the service as per scope Annexure 10.

#### **3.4 Infrastructure**

The Vendor needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the Annexure 10 – Technical Requirement (Project Scope) 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 Export Data Processing and Monitoring System (EDPMS) and Import Data Processing and Management System (IDPMS) shall be part of the scope of the vendor.

As part of the technical proposal the vendor needs to provide complete Export Data Processing and Monitoring System (EDPMS) and Import Data Processing and Management System (IDPMS) 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 details like Server, Operating System, Database, Storage Capacity and other related requirements. The details should include.

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

The Vendor is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Annexure 10 – 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.

**Enterprise license on proposed Solution (Export Data Processing and Monitoring System (EDPMS) and Import Data Processing and Management System (IDPMS)**

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

The Vendor will supply, implementation, maintain and support the complete Export Data Processing and Monitoring System & Import Data Processing and Monitoring System.

### **3.5 Disaster Recovery Mechanism**

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

The vendor needs to submit the technical architecture relating to data replication between primary and secondary site.

### **3.6 Service Levels and Uptime Guarantee**

For details, please refer to Annexure 10 that provides the service levels for Supply, Implementation and Maintenance of Export Data Processing and Monitoring System and (EDPMS) & Import Data Processing and Monitoring System (IDPMS).

## 4. Evaluation process

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

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

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

### 4.1 Eligibility & Technical Bid

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

The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria.

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.

### Proof of Concept (POC)

1. If required Bank may call for POC from the vendors giving 2 days advance communication. In the POC the vendor needs to demonstrate the proposed solution as per Bank's requirement complying requirement mentioned in Annexure - 10 at our office in BKC, Mumbai (C-34, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 51) or at vendor's premises or at another location as informed by the Bank.
  - a) The POC would be done to check whether the proposed model meets the technical requirement as mentioned in Annexure 10.
2. Any vendor who is not complying with the above POC will be technically disqualified and will not qualify for commercial bid evaluation.
3. The vendor will have to bear all expenses occur for POC.

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

Vendors who meet these criteria would only qualify for the commercial bid opening.

## 4.2 Commercial Bid Evaluation

The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors. The commercial bids submitted by vendors 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 Vendor) 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 and 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 vendors to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The Vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

## **5. Terms and conditions**

### **5.1 General**

#### **5.1.1 General Terms**

- 5.1.1.1 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- 5.1.1.2 The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the vendor responses would not be incorporated automatically in the tender document.
- 5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.

#### **5.1.2 Rules for Responding to this RFP**

- 5.1.2.1 All responses received after the due date / time as mentioned in “[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected.
- 5.1.2.2 Bid response after the due date / time would not be allowed to submit by online eprocurement application.
- 5.1.2.3 All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the commercial bids
- 5.1.2.4 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 5.1.2.5 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- 5.1.2.6 The vendor may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can



be modified or withdrawn by the vendor subsequent to the closing date and time for submission of the offers.

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

- 5.1.2.15 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 5.1.2.16 The vendor at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.
- 5.1.3 Price Bids**
- 5.1.3.1 The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Vendors post the completion of the technical evaluation.
- 5.1.3.2 The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 5.1.3.3 Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- 5.1.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge GST and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such



amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.

- 5.1.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the vendor”. Vendor should ensure that the project should not suffer for any reason.
- 5.1.3.7 The Bank will consider the Total Cost of Ownership (TCO) over a 5 year period. However, the contract would be valid for a period of 5 years from the date of purchase, and any residual payment during that period would be adjusted on a prorate basis.

#### 5.1.4 **Price Comparisons**

- 5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.4.2 The successful vendor will be determined on the basis evaluation mentioned in Clause 4 above.
- 5.1.4.3 Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed vendors to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the

normalization process.

5.1.4.4 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the vendor should necessarily include the following:

5.1.4.4.1 Prices quoted by the Vendor should be inclusive of all taxes, duties and levies etc. except GST which will be paid extra. The Vendor is expected to provide a breakup of the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types in both the commercial and masked bids and tax percentage in commercial bid.

5.1.4.4.2 The Vendor is expected to provide for services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.

5.1.4.4.3 The Vendor must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

## 5.2 Bid Security and Performance Guarantee

### 5.2.1 Bid Security / Earnest Money Deposit

5.2.1.1 Vendors are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates – 9. Bid Security (Earnest Money Deposit)” shall be paid through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring **BANK OF BARODA, BANK ACCOUNT NO. 29040400000418, BANK IFSC CODE - BARB0BANEAS** or by way of Demand Draft/Pay Order drawn on BKC, Mumbai payable to “Bank of Baroda” or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 8 months in the form provided in the RFP ([Annexure 04](#) – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank

5.2.1.2 Offers made without the Earnest money deposit will be rejected.

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

5.2.1.3.1 In case the vendor withdraws the bid prior to validity period of the bid for any reason whatsoever;

5.2.1.3.2 In case the vendor refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or

5.2.1.3.3 In case the Vendor fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

### 5.2.2 Performance Guarantee

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Request for Proposal for Supply, Implementation and Maintenance of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS)  
RFP Reference: BCC:IT:PROC:110:17 dated 17<sup>th</sup> March 2018

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- 5.2.2.1 The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in [Annexure 12](#) to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.
- 5.2.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.
- 5.2.2.3 The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 5.2.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

### **5.3 Others**

- 5.3.1 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 5.3.2 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.
- 5.3.3 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendor is not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 5.3.4 The vendor must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability

to meet the established delivery dates or any other reasons attributing to the vendor then, that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

- 5.3.5 The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the solution/services to be supplied in response to this RFP shall meet the vendor's proposed solution/services requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 5.3.6 The Vendor shall represent that the solution/services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.
- 5.3.7 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in

this tender document.

- 5.3.8 The Bank and the vendor covenants and represents to the other Party the following:
- 5.3.8.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 5.3.8.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 5.3.8.3 The execution, delivery and performance under an Agreement by such Party:
- 5.3.8.4 Will not violate or contravene any provision of its documents of incorporation;
- 5.3.8.5 Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- 5.3.8.6 Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 5.3.8.7 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- 5.3.9 The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 5.3.10 It would be the responsibility of the vendor to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.
- 5.3.11 The Bank would not assume any expenses incurred by the vendor in



preparation of the response to this RFP and also would not return the bid documents to the Vendors

- 5.3.12 The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

#### **5.4 Other RFP Requirements**

- 5.4.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
- 5.4.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- 5.4.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.4.4 Vendors shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in "[A] Important Dates – 2. RFP Coordinator", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.
- 5.4.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 5.4.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed project.
- 5.4.7 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in

response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase

- 5.4.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 5.4.9 Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.
- 5.4.10 Right to Alter– Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities.
- 5.4.11 **Inspections and Tests** (No clause in “Inspection and Tests” clause shall in any way release the Bidder from any warranty or other obligations under this Contract.)
- 5.4.11.1 The Bank or its representative shall have the right to inspect and/or to test the Goods and Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.
- 5.4.11.2 Should any inspected or tested Goods / deliverable fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Bank.
- 5.4.11.3 If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim.
- 5.4.12 Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

- 5.4.13 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject technical bid.
- 5.4.14 There will be an acceptance test by the Bank or its nominated consultants after implementation of this assignment. In case of any discrepancy found in service offered during the implementation, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants.
- 5.4.15 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.
- 5.4.16 Undertaking on Information Security ([Annexure 09](#)) - The Vendor should furnish a letter both from the original equipment manufacturer / Original Software Developer (wherever applicable) and also from the Vendor's end providing an undertaking on Information Security of Authenticity for the solution supplied. This undertaking from both OEM and the vendor is on Information security as per regulatory requirement.
- 5.4.17 The Vendor shall perform its obligations under this assignment as an independent contractor, and may not engage subcontractors to perform any of the Deliverables or Services without prior permission from the Bank. Neither this RFP nor the Vendor's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 5.4.18 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for



any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner.

## **5.5 Corrupt and Fraudulent Practices**

5.5.1 As per Central Vigilance Commission (CVC) directives, it is required that Vendors / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among vendors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

5.5.2 The Bank reserves the right to reject a proposal for award if it determines that the vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

5.5.3 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **5.6 Authorized Signatory**

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

## **5.7 Terms of Reference**

### **5.7.1 Delivery**

The Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) must be implemented as per project scope within a period of 3 months in totality. However the solution needs to be rolled out in phases as explained in Annexure 10.

In case the individual phase wise deadlines are not met then the Vendor will have to pay penalty to Bank of Baroda @ 1% of particular phase implementation cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond

due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Bank of Baroda reserves the right to cancel the entire order.

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

### **5.7.2 Ownership, Grant and delivery**

The Vendor shall provide to the Bank the Source code, object code / executable code which shall be exclusive, transferable, enterprise wide perpetual property of the Bank for all the software to be provided as a part of this project and / or as part of any Change Request in the future. 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 software 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. The Intellectual Property Rights on the developed software code will be exclusively with 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.

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.

- D. 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.

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.

- E. 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.

### **5.7.3 Payment Terms**

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

The payment will be released as follows:

#### **a) Software Licenses**

- 50% of the license cost on delivery of Software Licenses plus applicable tax (wherever applicable) at actuals. The required documents to be provided along with original invoice:
  - a) Original delivery Challans duly stamped and signed by the Bank Official.
- 15% of the license cost plus applicable tax after Implementation, Customization & UAT Sign off of Export Data Processing and Monitoring System (EDPMS) in the form of Acceptance Form should be signed by both Bank's identified Project Manager & vendor representative.
- 15% of the license cost plus applicable tax after Implementation, Customization & UAT Sign off of Import Data Processing and Monitoring System (IDPMS) in the form of Acceptance Form should be signed by both Bank's identified Project Manager & vendor representative.

- 10% of the license cost plus applicable tax after UAT signoff from Bank. UAT Sign Off in the form of UAT Acceptance Form should be signed by both Banks identified Project Manager & vendor representative.
- 10% of the license cost plus applicable tax after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Form should be signed by both Banks identified Project Manager & vendor representative.

**b) Implementation Cost (OTC)**

- 30% of Implementation Cost plus applicable tax after Implementation, Customization & UAT Sign off of Export Data Processing and Monitoring System (EDPMS) in the form of Acceptance Form should be signed by both Bank's identified Project Manager & vendor representative.
- 30% of Implementation Cost plus applicable tax after Implementation, Customization & UAT Sign off of Import Data Processing and Monitoring System (IDPMS) in the form of Acceptance Form should be signed by both Bank's identified Project Manager & vendor representative.
- 30% of Implementation Cost plus applicable tax after UAT signoff from Bank. UAT Sign Off in the form of UAT Acceptance Form should be signed by both Banks identified Project Manager & vendor representative.
- 10% of Implementation Cost plus applicable tax 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.

**c) AMC / ATS – Payable quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager**

**d) Onsite Support Charges – Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter 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 vendor. Payment will be release by IT Dept., BCC as per above payment terms on submission of mentioned supporting documents.

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

## **5.8 Service Level Agreement and Non-Disclosure Agreement**

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-



Disclosure Agreement (NDA). The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be born by the vender.

## **5.9 Right to Reject Bids**

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

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

## **6. General Terms and Conditions**

### **6.1 Governing Laws**

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

### **6.2 Confidentiality**

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- ▶ Relates to the Disclosing Party; and
- ▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

- ▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- ▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers’ or the Bank employees’ personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the vendor is bound to maintain the confidentiality.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret



and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- ▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of supply, implementation and maintenance of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS) as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or
- ▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- ▶ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
  - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
  - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the

Disclosing Party

- c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
- d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
- e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no

longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank. The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

### **6.3 Information Ownership**

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### **6.4 Sensitive Information**

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

### **6.5 Privacy and Security Safeguards**

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

## **6.6 Dispute Resolution**

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager / director and vendor project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

In the event of any dispute and or the commencement of arbitration proceedings the successful Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

## **6.7 Force Majeure**

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

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

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing

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Request for Proposal for Supply, Implementation and Maintenance of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS)  
RFP Reference: BCC:IT:PROC:110:17 dated 17<sup>th</sup> March 2018

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

If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

## **6.8 Termination**

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

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

- ▶ Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ▶ if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- ▶ The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- ▶ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- ▶ The other Party becomes the subject of a court order for its winding up.

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

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice



period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

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

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- ▶ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

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

In the event the Bank terminates the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

The Bank will provide the selected vendor a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- ▶ The amount of penalties has exceeded the overall cap of 5% of the total contract



value in any year during the contract period.

- ▶ Failure of the vendor make good the situation within the remedy period
- ▶ Amount of total penalties exceed overall cap of 20% of the fixed quarterly payment in any quarter
- ▶ The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.

In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

As part of Reverse Transition Services, Bank shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor's subcontractor.

### **6.9 Contract Review and Effect of Termination**

The Bank desires to appoint the successful vendor for a total period of 5 years, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safe guard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the successful vendor and the Bank will cause cessation of services. Only by mutual consent the services can be withdrawn. This would include a well-defined reverse transition mechanism, which would normally require 3 to 6 months and will contain

- ▶ Procedures for transition and migrating to the new service provider
- ▶ Time frame for parallel run

Skill transfer mechanism and in specific cases the human resources requirement.

### **6.10 Subcontracting**

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

### **6.11 Indemnity**

The Vendor shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions,

costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- ▶ an act or omission of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors
- ▶ breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Vendor or its employees.

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

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

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

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental

costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

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

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

### **6.12 Compliance with Laws**

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender.

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

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

### **6.13 NO Liability**

All employees engaged by the Service Provider shall be in sole employment of the

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

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

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

#### **6.14 Visitorial Rights**

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

#### **6.15 Inspection of Records**

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

#### **6.16 Assignment**

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

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

rights of the vendor under this RFP.

### **6.17 Publicity**

Any publicity relating to the work to be carried out in BANK is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Bank. All the bidders must give a declaration in this regard duly signed by them.

### **6.18 Solicitation of Employees**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

### **6.19 Notices and other Communication**

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

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

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

### **6.20 Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or



as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **6.21 Violation of Terms**

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

### **6.22 Cumulative Remedies**

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

### **6.23 Severability**

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

### **6.24 Vendor's Design Liability**

The Vendor shall carry out all and any works and services to give sufficient details for the construction or installation of the Works so as to ensure that the materials/equipment selected by the Vendor is in compliance with the Contract requirements, particularly those in the Project Overview and Technical Summary and on the Drawings, and the Works are workable as a whole in compliance with the performance requirements of all testing and commissioning and integrated system tests as stipulated in the Contract.



## 7. Disclaimer

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

## 8. Instructions to Vendors – E-TENDERING

### 8.1 General Instructions:

To view the Tender Document along with this Notice and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: [bobtenders.abcprocure.com](http://bobtenders.abcprocure.com)

The Vendors 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 vendors has been provided on the above link. All prequalified vendors interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the vendor's authorized individual's Digital e- Token.

If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission) please contact Bank of Baroda e-Tendering Help Desk on: 079-40270579/80/59/96 or mail: [support@auctiontiger.net](mailto:support@auctiontiger.net) / [rfp.it.procurement@bankofbaroda.com](mailto:rfp.it.procurement@bankofbaroda.com).

### 8.2 Purchase and Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda, (BOB) website. Tender document and supporting documents may be downloaded from above link also. 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 section 2.11.

### 8.3 Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted.

## 9. Guidelines to Contractors on the operations of Electronic Tendering System of Bank of Baroda (<https://bobtenders.abcprocure.com>)

### 9.1 Pre-requisites to participate in the Tenders processed by BOB:

#### 9.1.1 Registration of Contractors on Electronic Tendering System on Portal of BOB:

The Contractors **Non Registered** in **BANK OF BARODA** and interested in participating in the e-Tendering process of **BOB** shall be required to enroll on the Electronic Tendering System. To enroll contractor has to generate User ID and password on the ([https://bobtenders.abcprocure.com /](https://bobtenders.abcprocure.com/))

##### i) Registration of New Contractors:

<https://bobtenders.abcprocure.com/EPROC/bidderregistration>

The Contractors may obtain the necessary information on the process of Enrollment either from **Helpdesk Support Team: 079-40270579/80/59/96** or may download User Manual from Electronic Tendering System for **BOB**. i.e. <https://bobtenders.abcprocure.com/EPROC/>

#### 9.1.2 Preparation of Bid & Guidelines and functionalities of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a **Digital Certificate (Class – II or Class – III)**. This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System. **This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/Decryption)**

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 may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Contractor 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 Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

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

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

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

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

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

### **9.1.3 Recommended Hardware and Internet Connectivity:**

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

**Operating System Requirement: Windows XP – Service Pack 3 / Windows 7 and above**

**Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.**

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

## **9.2 Steps to be followed by Contractors to participate in the e-Tenders processed by BOB**

### **9.2.1 Preparation of online Briefcase**

All Contractors enrolled on the Electronic Tendering System of bank are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage.

In Case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf or .jpg file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

**Note:** Uploading of documents in the briefcase does not mean that the documents are available to BOB at the time of tender Opening stage unless the documents are specifically attached to the bid during the online **Online Submission Of Tender** stage as well as during **Online Final Confirmation**.

#### 9.2.2 Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by BOB on the home page of BOB e-Tendering Portal on [bobtenders.abcprocure.com](http://bobtenders.abcprocure.com)

#### 9.2.3 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 purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

#### 9.2.4 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 uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

#### Notes:

- a. The Contractors upload a single documents uploadable option.
- b. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- c. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d. This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on [bobtenders.abcprocure.com](http://bobtenders.abcprocure.com)

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow bank to decrypt document.

#### **9.2.5 Close for Bidding (Generation of Super Hash Values):**

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

#### **9.2.6 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

#### **9.2.7 Short listing of Contractors for Financial Bidding Process:**

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

#### **9.2.8 Opening of the Financial Bids:**

The Contractors may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the BOB e-Tendering Portal immediately after the completion of opening process.

#### **9.2.9 Tender Schedule (Key Dates):**

The Contractors 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.



## Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following (Bidder should submit their Online i.e. through <https://bobtenders.auctiontiger.net.>)

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	<b>Vendor to provide</b>
2	Eligibility criteria compliance with vendor comments	<a href="#">Annexure 02</a>
3	Credential letters / Purchase orders / Supporting documents	<b>Vendor to provide</b>
4	Application Money Transaction Details (NEFT/RTGS)	<b>Vendor to provide</b>
5	Bid Security Letter	<a href="#">Annexure 03</a>
6	Bid Security Or Bid Security Form (in the form of Bank Guarantee)	<b>Vendor to provide Transaction Details Or <a href="#">Annexure 04</a></b>
7	Undertaking Letter	<a href="#">Annexure 05</a>
8	Conformity Letter	<a href="#">Annexure 07</a>
9	Letter of Undertaking from OEM/ OSD	<a href="#">Annexure 08</a>
10	Undertaking of Information Security	<a href="#">Annexure 09</a>
11	Executive Technical Summary: Should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide i) An overview of Vendor's organization and position with regards to Supply, Installation and Maintenance of EDPMS & IDPMS ii) Brief description of the unique qualifications of the Vendor iii) A summary on capabilities such as resources and past experience of providing such services Information provided in the Executive Summary is to be presented in a clear and concise manner.	<b>Vendor to provide</b>
12	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	<b>Vendor to provide</b>

Section #	Section Heading	Proforma Given
13	Copy of the tender document along with the addendums duly digitally signed by authorized signatory.	Vendor to provide
14	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <b><u>should not contain any financial information</u></b> )	<a href="#">Annexure 14</a>
15	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Vendor to provide
16	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Vendor to provide

**Commercial Bid ([Annexure 13](#)) must be sealed and signed by authorized signatory and must be encrypted through E-signer tool available on the portal <https://bobtenders.auctiontiger.net>.**

**The Commercial bid submission as part of the RFP response without encryption are liable to be rejected.**

## Annexure 02 – Eligibility Criteria

### Eligibility Criteria Compliance to be directly met by the Bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting 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 at least for the last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 <sup>st</sup> April 2017 till date.		Letter of confirmation from Bidder.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
4	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
<b>B</b>	<b>Financial</b>		
1	The Bidder must have registered a turnover of Rs. 10 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2014-15, 2015-16 and 2016-17 (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without

Request for Proposal for Supply, Implementation and Maintenance of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS)  
RFP Reference: BCC:IT:PROC:110:17 dated 17<sup>th</sup> March 2018

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
			any riders or qualification.
2	<p>The Bidder must be Net profit making entity (from Indian operations only) continuously for the last three years, that is financial years – 2014-15, 2015-16 and 2016-17.</p> <p style="text-align: center;">OR</p> <p>The Bidder must be a cash profit making entity (Net profit + depreciation) (from Indian operations only) continuously for the last two years, that is financial years - 2015-16 and 2016-17 AND must have a positive networth** in each of the last two financial years.</p> <p><b>**Networth is to be calculated as:</b>  Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)</p>		<p>Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>
<b>C Technical</b>			
1	The Bidder should be an OSD or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.		Letter of confirmation from OSD need to be submitted.
2	If OSD is bidding directly they cannot submit another bid with any Bidder.		Letter of confirmation from OSD in case if OSD is bidding directly

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
3	One Bidder can bid only with one OSD and similarly one OSD can bid with only one Bidder		Letter of confirmation from the Bidder and OSD
<b>D</b>	<b>Experience &amp; Support Infrastructure</b>		
1	Bidder should have the proposed EDPMS & IDPMS solution implemented in at least 1 Commercial Banks / Financial Institution / Government Organization in India in last 3 years.		Documentary Proof of order / contract copy / customer credentials.
2	Bidder should able to provide onsite support at Mumbai and Hyderabad whenever required by the Bank.		Letter of confirmation

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## Annexure 03 - Bid Security Letter

1. WHEREAS, ..... (hereinafter referred to as "Vendor") has submitted its proposal and response dated..... (hereinafter referred to as "Bid") for the supply, installation & maintenance of all the requirements described in the Request for Proposal No. .... along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.
  
2. We ..... having our registered office at ..... (hereinafter called the 'VENDOR') are offering security deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No. \_\_\_\_\_ dated \_\_\_\_\_ [drawn on/ issued by] \_\_\_\_\_ (hereinafter referred to as "Bid Security") favoring 'Bank of Baroda for consideration of the Bid of the above mentioned Vendor.
  
3. The Vendor specifically acknowledges and agrees that the Vendor has furnished his Bid on the understanding and condition that, if the Vendor:
  - a) Withdraws its Bid during the period of Bid validity specified by the Vendor on the Tender Documents or
  - b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -
    - i. Fails or refuses to execute the contract form if required; or
    - ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee, in accordance with the instruction to Vendors.

Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Vendor.
  
- 4 The Bid Security shall be returned to unsuccessful Vendors within thirty (30) days from the date of the award of contract to a successful Vendor. The Bid Security shall be returned to the successful Vendor upon furnishing of Performance Security in accordance with the instructions of the Vendor.
  
- 5 The Vendor undertakes that it will not cancel the Bid Security referred to above till the Vendor is returned the Bid Security from Bank of Baroda in accordance with the



foregoing conditions.

- 6 The Vendor represents and warrants that the Vendor has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Vendor has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Vendor to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Vendor under this Bid Security.

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

Place:

Date:

\_\_\_\_\_

Seal and signature of the Vendor

## Annexure 04 - Bid Security Form

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

To:

General Manager  
Chief Technology Officer & Head – IT Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51

WHEREAS \_\_\_\_\_ (hereinafter called “the Vendor”) has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for providing Export Data Processing and Monitoring System & Import Data Processing and Monitoring in response to Request for Proposal (RFP) No. \_\_\_\_\_ (hereinafter called “the Bid”) issued by Bank of Baroda.

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (name of country) having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called “the Bank”) are bound unto Bank of Baroda (hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - a) fails or refuses to execute the mutually agreed Contract Form if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the

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Request for Proposal for Supply, Implementation and Maintenance of Export Data Processing and Monitoring System (EDPMS) & Import Data Processing and Monitoring System (IDPMS)  
RFP Reference: BCC:IT:PROC:110:17 dated 17<sup>th</sup> March 2018

above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to \_\_\_\_\_ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.

## Annexure 05 – Undertaking

To

General Manager  
Chief Technology Officer and  
Head – IT Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51

Sir,

### **Sub: RFP for Supply Implementation and Maintenance of Export Data Processing and Monitoring System & Import Data Processing and Monitoring System.**

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

7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

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

## Annexure 06 – 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 (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 07 –Conformity Letter

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

To

General Manager  
Chief Technology Officer and Head – IT Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51

Sir,

**Sub: RFP for Supply Implementation and Maintenance of Export Data Processing and Monitoring System & Import Data Processing and Monitoring System.**

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

## Annexure 08 – Letter of Undertaking from OSD / OEM

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

To

The General Manager(IT)  
Bank of Baroda, Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

### **Sub: RFP for Supply Implementation and Maintenance of Export Data Processing and Monitoring System & Import Data Processing and Monitoring System.**

Sir,

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 vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of ..... which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised 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 5 year 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 ..... vendor 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

Authorised Signatory

(Name:

Phone No.

Fax

Email

)

## Annexure 09 - Undertaking of Information Security

*(This letter should be on the letterhead of the bidder duly signed by an authorized signatory on Information security as per regulatory requirement.)*

To

General Manager  
Chief Technology Officer and  
Head – IT Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51

Sir,

**Sub: RFP for Supply Implementation and Maintenance of Export Data Processing and Monitoring System & Import Data Processing and Monitoring System.**

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

## **Annexure 10 – Technical Requirement (Project Scope)**

Bank will award the contract to the successful bidder and the bidder should deliver the service with the following detailed scope:

### **A) EDPMS**

#### **i. Deliverables**

The deliverables of the system to be implemented by the vendor will cover but not be limited to the following:

- a) A web based system/interface to process export data received from RBI EDPMS & Finacle 10 or Misys System or higher version CBS conforming to the Technical and Functional requirement as given in Technical and Functional Specifications of this document.
- b) Outbound interfacing solution to send export data to RBI EDPMS in RBI stipulated format.
- c) Support for clearance of all pending shipping bills from the date of inception of EDPMS i.e. 28-02-2014.
- d) Option to raise Inward Remittance Adjustment / Closure where there are needs to close the Inward Remittance without realization it against export bill.
- e) Option to handle export bill Write-off enhancements within system.
- f) Option for Automated Payment Extension for the bills settled after RBI timelines against settlement.
- g) Option for bulk search/process missing shipping bills available at bank but is not provided by RBI system to bank. There are many cases where banks have processed other bank bill and need to raise the transfer request.
- h) Option to handle XOS reported bills up to December 2015 and closure of the same to RBI portal.
- i) Option to interface with multiple systems for IRM and Bill Realization reporting.
- j) Option to generate all the reports as per RBI EDPMS portal to enable various users at all level and also to notify exporters by mail on Bill Submission, Bill realization, Receipt of Inward Remittances, open bills, pending for payment bills, unutilized inward remittances, Bills under Caution Lists etc.
- k) Option to generate eBRC xml for part/fully settled bill.
- l) Option to generate/view the Caution listed exporter for a particular branch

#### **ii. Functional Requirement**

- a) The proposed system will enable the Bank to manage Export Data flow from RBI's EDPMS system.
- b) The proposed system will be used as a master system for Export data.
- c) Facility for File Format and database level interfacing (as per RBI's /Bank's requirements/format) with Finacle 10 or Misys System or higher version CBS for:

- Exchange Rate Master
  - Bill Lodgement
  - IRM Notification
  - IRM Extension
  - IRM Closure
  - Payment Realization
  - Payment Extension
  - Payment Write off
  - AD Transfer
  - FIRC Notification
  - Other Bank's unutilised FIRC report
- d) Facility for File Format and database level interfacing (as per RBI/Bank's requirements/format) with RBI's EDPMS system for:
- Exchange Rate Master
  - Bill Lodgement
  - IRM Notification
  - IRM Extension
  - IRM Closure
  - Payment Realization
  - Payment Extension
  - Payment Write off
  - AD Transfer
  - FIRC Notification
  - Other Bank's unutilised FIRC report
- e) Facility to manually capture details (as per RBI/Bank's requirements/format) for:
- Exchange Rate Master
  - Bill Lodgement
  - IRM Notification
  - IRM Extension
  - IRM Closure
  - Payment Realization
  - Payment Extension
  - Payment Write off
  - AD Transfer

- FIRC Notification
  - Other Bank's unutilised FIRC report
- f) IV. Facility for reconciliation between Finacle 10 or Misys System or higher version CBS and RBI's EDPMS system.
- g) V. Facility for Payment/Write-off Split-up at invoice level (FIFO and Split).
- h) VI. Facility to generate automated scheduled banks response & XML files for various RBI Reporting requirements:
- AD Transfer
  - Bill Lodgement
  - IRM Notification
  - IRM Extension
  - IRM Closure
  - Payment Realization
  - Payment Extension
  - Payment Write off
  - FIRC Notification
  - Other Bank's unutilised FIRC report

## **B) IDPMS**

### **i. Deliverables**

- a) Outbound interfacing solution to send import data to RBI IDPMS in RBI stipulated format.
- b) Interface to process import data received from RBI.
- c) Interface with the Banks existing Trade Processing system for reconciliation between RBI and Bank System for all available data points across Import processes.
- d) Outbound interfacing solution to generate the Import XML files required by RBI system with RBI stipulated format and functionalities.
- e) Support for clearance of all Bill of Entries/Outward Remittances from the date of inception of IDPMS i.e. 01-04-2016.

### **ii. Functional Requirements**

- a) Option to map outward remittance with Import bill and manage the ORM utilization and other RBI validation in software.
- b) Solution for reporting Full/Part payment realization at invoice level without changing the existing trade system processes.
- c) Interface to process import data received from RBI.
- d) Interface with the Bank's existing Trade Processing system for reconciliation between RBI and Bank System for all available data points across Import processes (Bill of Entry Lodgement, Outward Remittances and Bill of Entry Settlement).



- e) Outbound interfacing solution to generate the import XML files required by RBI IDPMS system with RBI stipulated format and functionalities.
- f) Option to map Outward remittance with import bill and manage the ORM utilization and other RBI defined validation between ORM and Bill of Entry in software.
- g) Option to handle other bank Bill of entry settlement against bank's Outward Remittances.
- h) Option to process bill of entry settlement at Bill/Bill of Entry Level.
- i) Solution for process Full/Part bill of entry payment realization at invoice level without changing the existing trade system processes.
- j) Option to raise Outward Remittance Adjustment / Closure where there are needs to close the Outward Remittance without realization it against Bill of Entry.
- k) Option to handle Bill of Entry Write-off and Adjustment within system.
- l) Option to handle Bill of Entries which are not supported in Existing Trade finance system.
- m) Option for Automated Payment Extension for the bill of entry settled after RBI timelines against settlement.
- n) Option for bulk search/process missing Bill of Entry available at bank but is not provided by RBI system to bank. There are many cases where bank needs to do bill of entry settlement for other bank bill.
- o) Option to interface with multiple systems for Outward Remittance and Bill of Entry Realization reporting.
- p) Option to generate all the reports as per RBI IDPMS portal to enable various users at all level and also to notify importers by mail on submission of Bill of Entry for all outward payments.
- q) Option to notify by mail Importer for Bill of Entry Submission, Bill of Entry settlement and unutilized outward remittances.
- r) Option to manage auto AD Transfer cases.
- s) The proposed system will enable the Bank to manage Import Data flow from RBI's IDPMS system.
- t) The proposed system will be used as a master system for Import data.
- u) Bill of Entry Details from RBI (online ports):
  - RBI IDPMS system will share the bill of entry details to bank for all the online ports.
  - Bill of Entry to the banks will be shared based on AD Code declared in document.
  - AD Code declaration in Bill of Entry document will be made mandatory during declaration.
  - Data file format for sharing the Bill of Entry details will be XML.
  - A Bill of Entry will be identified unique based on following fields:

- Bill of Entry Number
  - Bill of Entry Date
  - Port of Discharge
  - Amendment and Cancellation of Bill of Entry can be performed by agencies on Bill of Entry details which will have two level of information:
    - Bill of Entry Level
    - Invoice Level
  - A Bill of Entry can have multiple invoices associated, a unique invoice within bill of entry will be identified based on Invoice Number
- v) Bill of Entry Details from RBI (Manual Ports)
- For Manual Ports currently import agencies do not have any system to share data with RBI.
  - Banks / AD's needs to report the Bill of Entry details to RBI for the bills issued by manual ports.
  - Format for bank sharing manual port bill of entry data will be same as import agency format for data uniformity.
  - RBI will share the list of manual ports against which bank needs to share the Bill of Entry details.
  - Data file format for sharing the Bill of Entry details will be XML.
  - A Bill of Entry will be identified unique based on following fields:
    - Bill of Entry Number
    - Bill of Entry Date
    - Port of Discharge
  - Amendment and Cancellation of Bill of Entry can be performed by banks on Bill of Entry details which will have two level of information:
    - Bill of Entry Level
    - Invoice Level
  - A Bill of Entry can have multiple invoices associated; a unique invoice within bill of entry will be identified based on Invoice Number.
- w) Outward Remittance Reporting
- Bank needs to report all the Outward Remittances against Import to IDPMS system.
  - Outward remittance needs to be reported for Advance against import as well as Payment against bill of entry.
  - Unique Outward Remittance will be identified uniquely based on following fields
    - Outward Reference Number
    - AD Code
  - Bank need to report the outward remittances for other bank bill settlement too.

- System will maintain the utilized and unutilized amount against Outward Remittance based on Bill of Entry settlement details.
  - Bill of Entry settlement details needs to include Outward Reference Details; system will map the bill of entry settlement details against outward reference.
  - Outward remittance is mandatory to settle any bill of entry document.
  - System will allow banks to view the outward remittance details across bank based on few input parameters.
- x) Bill of Entry Settlement Reporting
- Bank needs to report bill of entry settlement against pre reported outward remittances.
  - Bank handling the outward remittances against bill of entry needs to report the Bill of Entry Settlement.
  - Multiple Outward Remittances can be utilized to settle/close bill of entry.
  - If Bill of entry is settled across the declared AD Code / Bank then the payment reported against bill of entry settlement needs to be approved by declared AD Code / Bank.
  - A Bill of Entry settlement will be uniquely identified based on following fields:
    - Bill of Entry Number
    - Bill of Entry Date
    - Port of Discharge
    - Outward Reference Number
    - ORN AD Code
    - Payment sequence
  - Payments of Bill of Entry should be reported at Invoice Level.
  - Bank with declared / transferred AD Codes will be responsible for Bill of Entry Settlement/Closure.
- y) Outward Remittance Extension
- Any Outward Remittances which is not utilized fully within the pre-defined timeline issued by RBI needs to be extended for further use.
  - Outward Remittance can be used further only after proper extension of outward remittance.
  - Extension can be provided by AD Banks/ RBI as per RBI predefined policies.
  - Extension will be provided at Outward Remittance Level.
  - Outward Remittance can be extended multiple times for proper reasons.
- z) Bill of Entry Extension
- Any Bill of Entry which is not settled within the pre-defined timeline issued by RBI needs to be extended for further settlement and closure.
  - Bill of Entry can be used further for settlement and closure only after proper

extension.

- Extension can be provided by AD Banks/ RBI as per RBI predefined policies.
- Extension will be provided at Bill of Entry Level.
- A Bill of Entry can be extended multiple times for proper reasons.

aa) Adjustment/Closure of Outward Remittances

- Any outward remittance will be closed once it is fully utilized against bill of entry settlement.
- Bank will have provision to adjust/close Outward Remittance, if it is utilized against any non-import related expense.
- Adjustment/Closure can be performed multiple times, however adjustment cannot exceed the total unutilized amount available against Outward Remittance.
- Adjustment/Closure of Outward Remittance can be done for each outward remittance.
- Option for cancellation of any adjustment / closure will be available in the system. Bank has to close the outward remittance to ensure they are not been tracked by RBI and other reporting agencies.
- Adjusted/closure amount against outward remittances will be marked as utilized amount against outward remittances.

bb) Adjustment/Closure of Bill of Entry

- Any Bill of Entry that is not getting settled through outward remittance needs to adjusted/closed using this option.
- Part/Full adjustment/closure is applicable for bill of entry.
- Bill of Entry amount marked against adjustment/closure will be mapped against Bill of Entry, only remaining amount can be used for further settlement against Outward Reference.
- Adjustment/closure of bill of entry will be reported at invoice level.
- Search other Bank Bill of entry
- Bill of entry allocation to Bank

cc) File Formats required for IDPMS

- Facility for File Format and database level interfacing (as per RBI's /Bank's requirements/format) with Finacle 10 or Misys System or higher version CBS for:
  - Exchange Rate Master
  - Bill of Entry Details based on declared AD Code
  - Manual Bill of Entry Reporting to RBI
  - Outward Remittance against Import
  - Bill of entry settlement against outward remittances

- Bill of Entry Extension
- Outward Import Remittance closure
- Bill of entry Closure
- Search other Bank Bill of entry
- Bill of entry allocation to Bank
- Facility for File Format and database level interfacing (as per RBI/Bank's requirements/format) with RBI's IDPMS system for:
  - Exchange Rate Master
  - Bill of Entry Details based on declared AD Code
  - Manual Bill of Entry Reporting to RBI
  - Outward Remittance against Import
  - Bill of entry settlement against outward remittances
  - Bill of Entry Extension
  - Outward Import Remittance closure
  - Bill of entry Closure
  - Search other Bank Bill of entry
  - Bill of entry allocation to Bank
- Facility to manually capture details (as per RBI/Bank's requirements/format) for:
  - Exchange Rate Master
  - Bill of Entry Details based on declared AD Code
  - Manual Bill of Entry Reporting to RBI
  - Outward Remittance against Import
  - Bill of entry settlement against outward remittances
  - Bill of Entry Extension
  - Outward Import Remittance closure
  - Bill of entry Closure
  - Search other Bank Bill of entry
  - Bill of entry allocation to Bank
- Facility for reconciliation between Finacle 10 or Misys System or higher version CBS and RBI's IDPMS system.
- Facility for Payment/Write-off Split-up at invoice level (FIFO and Split).
- Facility to generate automated scheduled banks response & XML files for various RBI reporting requirements:
  - Exchange Rate Master
  - Bill of Entry Details based on declared AD Code
  - Manual Bill of Entry Reporting to RBI
  - Outward Remittance against Import

- Bill of entry settlement against outward remittances
- Bill of Entry Extension
- Outward Import Remittance closure
- Bill of entry Closure
- Search other Bank Bill of entry
- Bill of entry allocation to Bank

### **C) Common Specifications for EDPMS & IDPMS**

- The Selected Bidder must undertake to customize and implement the solution including integration with CBS of the Bank and RBI system as per the scope of work within 3 months as per project timelines, from the date of the Purchase Order at Bank's office in Mumbai & Hyderabad.
- Any problem, if occurs in course of Installation / Integration has to be settled amongst the concerned stakeholders by the selected bidder.
- Generate the reports required for various internal and external Processes.
- A configurable workflow management system for Maker-Checker verifications.
- The system should provide facility for a maker checker option where data is changed outside the CBS.
- Option to generate Report on the reconciled data outside the CBS.
- User manual /Job cards for end users as well as Administrator manual for system administrators.
- The solution should be web enabled, with no download of any other software required on any client machine. (i.e., to run the solution, the browser should be sufficient - an URL based solution).
- The proposed solution should be a centralized, integrated, uniform and standardized solution to be accessible across all B-Category and Head office over existing intranet.
- The user interface of the solution should be simple.
- The solution should be readily available with the bidder/Original Software Developer (OSD).
- The solution should have error and exception handling mechanism to find the exact reason for an error.
- The solution should be capable of extracting list of user ids branch/sol wise from CBS and should also be capable of generating the password for the users for authentication.
- The bank will provide required Hardware in virtualized environment with Operating System (OS) and Database license required for running the application. However, the selected bidder must ensure configuration of OS, application & RDBMS including subsequent fine tuning.
- Detailed Dashboard showing bank/Branch performance.
- Scheduler services to manage Inbound and Outbound interfaces between bank system/RBI.
- User Management to configure and maintain users and their access privilege.



- Master data set to maintain the data validations required by RBI.
- Reconciliation Reports for failed cases between RBI and Bank.
- Data correction option against user input between bank Trade system and RBI.
- Audit Trail Management for all user action in the system.
- It is the expectation of the Bank that the integration/interface architecture is based around industry best practices.
- The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.
- The Bidder will present to the Bank the interface requirements for review.
- The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
- The Bidder will be responsible for developing and testing the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
- The Bidder will be responsible for setting up the test environment for interface testing.
- The Bidder should provide test cases for the testing to be done by Bank. Bidder shall ensure that the test cases meet all the testing requirements of the Bank. However, Bank is free to add any number of test cases.
- The Bidder must ensure that a sound methodology is implemented to manage the interfaces.
- The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.
- Configure and parameterize the system for Bank's legal entities, products, lines of businesses, processes, risk entities and any other dimension as applicable. Any customization, if a part of the requirements, especially when it concerns regulatory compliance, is to bidder's responsibility and required to be done at no additional cost to the bank.
- Providing training to Bank's designated personnel and also provide module wise user manual as well as administrative manual. Post implementation one on-site support for 6 months from GO LIVE date and support till the end of agreed ATS/ contract period.
- The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.
- Incorporate changes in the system arising on impact of amendments to regulator/Bank's policy at no additional cost and well within timeline stipulated by the regulator.
- Provide complete documentation including logic used, Computation details and required sheets, empirical study done, methodology etc. As per regulatory and audit requirements.

- Successful bidder shall update the module as per modification of RBI guidelines if any at any point of time without raising any change request.
- The bidder should implement the proposed solution at Bank's DC site at Mumbai and DR site at Hyderabad.
- The software should have the following general features:
- Easy to use with Graphical User Interface
- Highly scalable architecture.
- No impact on the performance of the source /destination system to which it is integrated.
- Parameterized review options to define set of rules as & when required.
- Facility to define workflow as per the rules stipulated by the Bank.
- Provision for archival and retrieval of old records.
- The bidder shall provide detailed solution architecture showing all internal components of process workflow.
- The solution should have capability to generate the log of each activity as required by Bank.
- Hardware Sizing
- The bidder should provide a logical design of the Hardware structure required for the project, keeping in view its current and future needs and which is necessary to run the suggested application in it and shall be responsible to arrive at the server hardware sizing, its configuration and specification and related software for the application required as per the RFP.
- The bidder shall ensure the hardware sizing of Production, Test & Development/UAT and DR site.
- Bidder to setup UAT, production and DR environment for the proposed solution.
- Bidder to provide ETL tool for integration with CBS. Costing of ETL tool is to be factored in TCO.

#### **D) Implementation Plan and Schedule**

The Bidder shall provide all services specified hereunder and in the Technical, Operational and Functional specifications. If the Bank finds that any of the staff of the Bidder assigned to work at onsite is not responsive then the Bidder will be notified, the Bidder should resolve the issue to the satisfaction of the Bank. Bidders should give detailed implementation plan.

The project completion should be within 3 months from date of placing of order in modules as under:

<b>S. No.</b>	<b>Milestone</b>	<b>Timeline from the date of placing Purchase Order</b>
1	SRS Finalization of Complete Project	15 Days
2	Implementation & Customization of EDPMS	1 Month

3	Implementation & Customization of IDPMS	1.5 Month
4	UAT Sign off of EDPMS & IDPMS	2 Months
5	Pilot Run for EDPMS & IDPMS	3 Months
6	Go-live of the project	3 Months

### E) Disaster Recovery

The proposed system must be capable and compatible for Disaster Recovery Implementation. The successful bidder should describe the provisions and setup required for disaster recovery. The successful bidder should replicate the whole setup for all modules with customization in DR.

### F) Auditing

All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements.

There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users and date and time stamp.

The system should have the ability to generate a detailed audit trail on a daily basis for the following minimum features:

- Attempted unauthorized logins
- Time of login and logout
- Change of passwords.
- Change of parameters.
- The audit trail should be at a granular level, and track the user across each activity
- All transactions should be time stamped with user ID along with details of modification, if any.
- Details of databases accessed and modified by the users should be maintained by the system.
- The system should have the ability to store and track all system events, including corrections and cancellations by multiple criteria.
- The system should maintain an error log in case of missing and/or erroneous data

### G) Training

Training has to be provided to users of the bank in various centers. Further System Administration training has to be provided to the Bank. The Bidder will be responsible for training the Bank's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:

- Functionality available in the solution
- New functionality customized (if any)
- Parameterization
- Data Migration (data mapping, field validation, default values, gaps in data migration, manual data entry programs etc.)
- Impact Analysis
- Generating various MIS/EIS reports from the solution provided
- System and Application administration
- Log analysis and monitoring

Bidder has to arrange such training twice in each year during the contract period without any additional cost to the Bank and number of trainees will be decided by the Bank. All the trainings would be held at the appropriate sites (Bidder and Bank premises as identified from time to time) and the Bidder has to organize the trainer/s.

The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use.

**H) The bidder has to ensure the following expectations with respect to OEM/OSD involvement during the contract period:**

- a. Review of Business Requirements Specification (BRS) document, taking into account all quantitative and qualitative aspects related to configuration of the solution from an industry leading practices perspective and in tune with regulatory guidelines.
- b. Review of solution architecture to assess the extent to which same will support business requirements and review gaps/ customizations, if any
- c. Review of information requirements and supporting processes with respect to completeness and quality.
- d. Review transition plan and approach. System Integrator / Authorised partner shall furnish teaming agreement with OEM/OSD for the above whole scope of work and submit the same as part of the bid.

For above scope of work, the bidder will ensure the following deliverables in the course of implementation:

- a. Test strategy, scenarios and test cases developed for supporting the configuration for conducting UAT of the solution configured.
- b. UAT environment, plans, mapping of test cases and functional requirement specification and tracking mechanism for resolution of issues.

#### **I) Application Support**

Successful Bidder need to provide on call support for basic issue troubleshooting which can be resolve over telephonic or email conversation. Successful Bidder needs to provide onsite support for issues which cannot be resolved over phone / mail.

All P1 and P2 calls should be responded within 30 minutes and resolved within following stipulated timelines:

**P1 call** - Application is down or not accessible. Such calls should be resolved within 2 hrs. of raising the call. If not resolved within stipulated time, then onsite resource should be provided to work upon the issue.

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

#### **J) Support**

The successful bidder has to ensure support to Bank in following ways for smooth functioning:

##### **I. Onsite Support**

- a. The bidder has to provide at least one onsite technical expert for 6 months at Mumbai from 10 AM to 8 PM (except Sundays and National Holidays) for technical support without any additional cost such as travelling, lodging, resources etc from date of go-live. However, in case of business requirements, vendor may be asked to depute the resources beyond the above stipulated time. The timing may be changed at Bank's discretion. In case of need or emergent situation it may be extended on Sunday/Holidays also. Onsite support resource will be valid for 6 months after go live.
- b. On-site support should be provided by technical experts conversant with system. The cost for onsite resource will be frozen for 5 years. For calculating TCO, cost of onsite resource is taken for 6 months from the date of go-live. Bank, if desired, can extend the onsite support for next 4 years and 6 months after completion of 6 months post go-live, at the frozen amount. The order will be placed as per Bank's requirement.
- c. During the assignment substitution of resources shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet obligation. In such circumstances successful bidder

can do so only with the concurrence of the bank by providing alternate staff of same level of qualifications and expertise. If bank is not satisfied with substitution, bank reserve the right to terminate the contract and recover whatever payments made by the bank to the successful bidder during the course of the assignment besides claiming an amount, equal to contract value as liquidated damages.

- d. Bank may take additional resource/s as per frozen price discovered through this tender process. As the Total Cost of Ownership (TCO) is for 1 onsite resource, cost of one onsite resource will be derived proportionately from the TCO of successful bidder.
  - e. The technical resources should be competent to handle/ develop/ integrate/ implement/ test/ go-live of the solution/customizations within Bank's stipulated time. Onsite resources are expected to perform development, testing, UAT, preparation of test cases, support, monitoring, certification, implementation, reporting, coordination with banks team/s, Audit compliance, VAPT closure, any other statutory
  - f. compliance, patch installation, fixes, analytics, fraud risk/rule management & monitoring, day to day MIS reports, conducting DR Drill, database support, backup/restore, online replication with zero lag, product documentation, user management and post go-live support. These activities are illustrative and the details will be shared with successful bidder.
  - g. Bank reserves the right to claim change in resource based on the performance of the resources.
  - h. Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.
  - i. The onsite resources must have degree of B.E / B.Tech / MCA (IT/Computer Science) and with minimum 2 years' experience on the proposed solution provided to Bank under this RFP. The Bidder should provide the necessary document on qualification & experience in the desired area.
- II. Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at Bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the bank. Moreover deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required



to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere Bank's request for removal of any personnel, if bank notice any negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected vendor.

III. The Bidder also has to agree and submit an undertaking that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provision of Minimum Wages Act 1948.

IV. **Maintenance Support**

a. The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level agreement (SLA). The support includes, inter alia, maintenance, patch management, upgrades and troubleshooting, audit closures etc.

V. **Project Management**

a. Successful bidder must appoint a Support Coordination Manager dedicated to the Bank account only, immediately after receiving the work order/ letter of intent. The Coordination Manager should have direct experience of successful end to end implementation/management of the entire project. The Coordination Manager should be directly and easily accessible to the Bank officials through convenient communication channels like phone/e- mail.

b. Detailed Project review must be conducted during project execution at no additional cost. These reviews are required weekly/fortnightly/monthly (frequency will be decided by the Bank) with the project leaders/ project manager or steering Committee level (of successful bidder and the Bank) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The successful bidder will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions and risk management plan. Any document submitted by the successful bidder should be properly backed up by quality review documents. Extension of contract for support however shall be at the discretion of the bank

## Annexure 11 - Service Levels

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** – 24 hrs per day for seven days a week excluding planned downtime

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

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 Charges** 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.

**SLA for Help Desk Support Services**

In case any help desk support personal is not available continuously for **more than 4 hours a day** then the Bidder should immediately provide the Bank with an equivalent standby helpdesk support persons.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent **quarter payment**:

In case of non availability of helpdesk personal vendor will have to pay penalty of 1000 Rs. per day per person, which will be adjusted in next quarter payment

## Annexure 12 - Performance Guarantee

### BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

General Manager  
Chief Technology Officer and Head – IT Projects & CRM  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51

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

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

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

AND WHEREAS at the request of the Vendor, WE, ....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its Office at ..... and a branch 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 Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees ..... only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ..../- (Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.

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

S. No	Items	OTC (One Time Cost)	Year					TOTAL	G S T %	HSN / SAC No.
			Y1	Y2	Y3	Y4	Y 5			
			AMT	AMT	AMT	AMT	AMT			
1	Enterprise License* Cost	0.00	X	X	X	X	X	0.00	0	00
2	Implementation Cost	0.00	X	X	X	X	X	0.00	0	00
3	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00	0	00
4	Onsite Support Charges	X	0.00	0.00	0.00	0.00	0.00	0.00	0	00
5	Any Other Charges **	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	00
<b>Total Cost of Ownership (TCO)</b>								<b>0.00</b>		

### We abide by following terms and conditions

- a. 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.
- b. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- c. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. All Deliverables to be supplied as per RFP requirements provided in the tender
- e. The Service Charges need to include all services and other requirement as mentioned in the RFP
- f. 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.
- g. All prices to be in Indian Rupee (INR) only.
- h. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- i. \*Enterprise License would mean - Unlimited Client License for Bank Branches in

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India & International territories, RRBs, Subsidiaries and associates both domestic & international.

- j. \*\* Details to be provided for any commercial provided against “Any Other Charges”. Bank have discretion to mark these line items under any other charges if Bank feels these items are not mandatory for the project. Cost of any other charges will be consider for TCO calculation purpose however Bank will place order for these items at Bank’s discretion as per requirement.
- k. 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.
- l. Onsite Support for the solution will be 24x7 and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given as and when required by the Bank. However, for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered. (e.g. In case Bank requires only one person then the cost considered for that person will be Onsite Support Cost provided by the bidder in their commercial divided by 3)

Authorized Signatory

Name:

Designation:

Vendor’s Corporate Name

**Annexure 14 – Masked Commercial Bid Format**

S. No	Items	OTC (One Time Cost)	Year					TOTAL	G S T %	HSN / SAC No.
			Y1	Y2	Y3	Y4	Y 5			
			AMT	AMT	AMT	AMT	AMT			
1	Enterprise License* Cost	0.00	X	X	X	X	X	0.00	0	00
2	Implementation Cost	0.00	X	X	X	X	X	0.00	0	00
3	ATS (Annual Technical Support)	X	0.00	0.00	0.00	0.00	0.00	0.00	0	00
4	Onsite Support Charges	X	0.00	0.00	0.00	0.00	0.00	0.00	0	00
5	Any Other Charges **	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	00
<b>Total Cost of Ownership (TCO)</b>								<b>0.00</b>		

**We abide by following terms and conditions**

- 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 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. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected

- i. ~~\*Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international.~~
- j. \*\* Details to be provided for any commercial provided against “Any Other Charges”. Bank have discretion to mark these line items under any other charges if Bank feels these items are not mandatory for the project. Cost of any other charges will be consider for TCO calculation purpose however Bank will place order for these items at Bank’s discretion as per requirement.
- k. 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.
- l. Onsite Support for the solution will be 24x7 and charges to be provided based on the manpower efforts in 3 shifts per day. The Bank has discretion to avail onsite support services and number of support engineers at person day cost given as and when required by the Bank. However, for the TCO purpose 3 person day (3 shift x 1 person) x 365 for each year will be considered. (e.g. In case Bank requires only one person then the cost considered for that person will be Onsite Support Cost provided by the bidder in their commercial divided by 3)

Authorized Signatory

Name:

Designation:

Vendor’s Corporate Name