



**Bank of Baroda**

**Request for Proposal for Selection of  
Service Provider for Advanced  
Persistent Threat solution for E-Mail  
services on cloud**

**Bank of Baroda**

**30<sup>th</sup> December 2017  
RFP Reference: BCC:IT:PROC:109:110**

**[A] Important Dates:**

#	Particulars	Timeline
1	RFP Issuance Date	30 <sup>th</sup> December, 2017
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Arnab Das, Manager (IT) 2. Contact No. - 022-66981556 / 3237 / 3228 3. Email: rfp.it.procurement@bankofbaroda.co.in 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7 <sup>th</sup> Floor, Project Office, BKC, Mumbai - 400051
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	5:00 PM on 4 <sup>th</sup> January, 2018
4	Pre-bid Meeting	11:30 AM on 5 <sup>th</sup> January, 2018 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
5	Last Date of Submission of RFP Response (Closing Date)	2.30 PM on 20 <sup>th</sup> January, 2018 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
6	Eligibility Cum Technical Bid Opening Date	3:00 PM on 20 <sup>th</sup> January, 2018 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
7	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
8	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand only)
9	Bid Security (Earnest Money Deposit)	Rs. 10,00,000/- (Rupees Ten Lakh Only)

**[B] Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, Bidder means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Bidder, Bidders, Bank shall be individually referred to as 'Party' and collectively as 'Parties'
5. Tender means RFP response documents prepared by the Bidder and submitted to Bank of Baroda
6. DC means Data Center
7. DR means Data Recovery Site
8. APT refers to 'Advance Persistent Threat'

**Confidentiality:**

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

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## **1. Introduction**

### **1.1 Introduction and Disclaimer**

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a Service provider for Advanced Persistent Threat solution for E-Mail services on cloud. The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

### **1.2 Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of the products required by Bank as part of this RFP. 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 organizations, 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 2.6.

### **1.11 Standards:**

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



### **1.12 Acceptance of Terms**

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

## 2. RFP Response terms

### 2.1 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

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

- a) **“ELIGIBILITY CUM TECHNICAL BID FOR BANK OF BARODA – REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR ADVANCED PERSISTENT THREAT SOLUTION FOR E-MAIL SERVICES ON CLOUD” - SUBMITTED BY ..... ON ..... AT MUMBAI, DUE DATE .....**

### **VENDOR DETAILS:**

**NAME ....., EMAIL ADDRESS ....., CONTACT NUMBER .....**” on the top of the SUB-envelope containing the Eligibility Cum Technical Bid. The envelope should also have the Bid Security Deposit as per Clause 2.10. This sub-envelope should have the hard copy and CD for Technical Bid. A masked copy of the entire price bid and Bill of Quantity after masking the prices should accompany the Technical Bid.

- b) **“COMMERCIAL BID FOR BANK OF BARODA– REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR ADVANCED PERSISTENT THREAT SOLUTION FOR E-MAIL SERVICES ON CLOUD” - SUBMITTED BY ..... ON ..... AT MUMBAI, DUE DATE .....**

### **VENDOR DETAILS:**

**NAME ....., EMAIL ADDRESS ....., CONTACT NUMBER .....**” on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy and CD for Commercial Bid.

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing **“BID FOR BANK OF BARODA – REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR ADVANCED PERSISTENT THREAT SOLUTION FOR E-MAIL SERVICES ON CLOUD” - TENDER REFERENCE NO. .... SUBMITTED BY ..... ON ..... AT MUMBAI, DUE DATE .....**”

The RFP response document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/DUPLICATE in each envelope set

## Technical Bid

- ▶ Annexure 01 – Bid - Table of Contents (list of document enclosed)
- ▶ Covering letter certifying eligibility criteria compliance (Eligibility criteria as defined in Annexure 02)
- ▶ Annexure 02 - Duly filled up Eligibility Criteria Compliance. Supporting credential letters or copies of documentation from clients or purchase order copies certifying eligibility criteria compliance.
- ▶ Application Money, Bid Security money (Earnest Money deposit) and Bid Security Letter as per Annexure 03. The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected
- ▶ Annexure 04 - Bid Security Form (if Earnest Money deposit in the form of a bank guarantee)
- ▶ Annexure 05 - Undertaking from the Vendor
- ▶ Annexure 07 - Conformity with Hardcopy letter
- ▶ Annexure 08 - Conformity Letter
- ▶ Annexure 09 – Letter of Undertaking from OSD / OEM.
- ▶ Annexure 10 – Undertaking on Information Security
- ▶ Executive Technical Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide i) An overview of Vendor's organization and position with regards to providing APT Solution ii) A summary of the Vendor's services regarding Implementation of Advanced Persistent Threat Solution iii) Brief description of the unique qualifications of the Vendor iv) A summary on capabilities such as past experience of providing such services v) Response to the scope of work in Annexure 11 explaining the services wherever required. Information provided in the Executive Summary is to be presented in a clear and concise manner.
- ▶ Technical Proposal: The proposal based on Technical requirement as per Annexure 11 should be submitted with pages properly numbered, each page signed and stamped. The Technical Proposal should be bound in such a way that the sections of the Proposal cannot be removed and separated easily
- ▶ Copy of the tender document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
- ▶ Annexure 14 - Masked price bid (masked price bid is a copy of the price bid without any prices. Please note that the masked price bid should be exact reflection of the commercial bid which would be submitted by the vendor as part of the commercial offer except that the masked price bid should not contain any financial information.
- ▶ Annexure 15 – Response sheet
- ▶ Annexure 17 – Integrity Pact on proper stamp paper
- ▶ One Compact Disk (CD) containing the soft copy of the Annexures and the scanned copies of submitted supporting documents.

## Commercial Bid

- ▶ Covering letter on submission of Commercial bid
- ▶ Annexure 13 - Commercial Bid
- ▶ Annexure 07 - Conformity with Hardcopy letter
- ▶ One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided

## IMPORTANT POINTS TO BE NOTED

- a) The sealed bid envelopes along with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point “[A] Important Dates – 2. RFP Coordinator Name, Contact Details (Bank)”.
- b) The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set). Both the copies should be properly marked as original / duplicate. All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- c) The Bidder will submit the Bid Security Earnest Money Deposit. The RFP response without accompanying the Bid Security Earnest Money Deposit (EMD) is liable to be rejected.
- d) If any envelope is found to contain technical and commercial bid in a single sub-envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.
- e) The proposal should be prepared in English in MS Word / Excel / PowerPoint format.
- f) All letters including the envelope must be addressed to the following:  
The General Manager (CTO & Head – IT Projects & CRM)  
Bank of Baroda, Baroda Sun Tower  
7<sup>th</sup> Floor, IT Dept.,  
C-34, G-Block, Bandra Kurla Complex,  
Mumbai – 400051
- g) Only one submission of response to RFP by each Respondent will be permitted.
- h) 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. The Respondent is 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.
- i) The response should be organized and all the pages of the proposal including annexures and documentary proofs should be numbered and be signed by the authorized signatory.
- j) 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

### 2.9.1 Application Money

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

### 2.9.2 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 Earnest Money Deposit (EMD – Bid Security) while submitting the technical bid at the rate stipulated by the bank.

1. The Vendor shall furnish, as a part of its technical bid, earnest money deposit as mentioned in point “[A] Important Dates – 8. Bid Security (Earnest Money Deposit)”. The earnest money deposit is required to protect the Bank against the risk of Vendor’s conduct.
2. The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring “Bank of Baroda” payable at BKC, Mumbai or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in the form provided in the RFP (Annexure 03 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.
3. The unsuccessful Vendor’s earnest money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP process.
4. The successful Vendor’s earnest money deposit or bank guarantee will be discharged upon the vendor signing the contract and furnishing the performance guarantee.
5. The earnest money deposit of a vendor may be forfeited or the bank guarantee in lieu of EMD 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
6. MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender

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

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

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

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

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

### **2.13 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 Rate Contract with the selected bidder will be valid for a period of 18 months from the date of placing of purchase order. 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 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](mailto: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 and Project Overview

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

Bank of Baroda is floating the RFP to select a service provider to provide Advanced Persistent Threat Solution for mail services on cloud.

#### 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 Bidders, hereafter called as ‘Bidders / Bidders’, to participate in the competitive bidding for entering into a Contract with the selected Service Provider to provide Advanced Persistent Threat Solution for mail services on cloud.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement for Advanced Persistent Threat Solution for mail services on cloud mentioned in Annexure 11. The participating Bidder must agree all our terms & conditions mentioned under this RFP.

#### 3.3 Project Scope

Bank intends to enhance its security through various security solutions to protect its infrastructure and applications from emerging information security threats. In this direction, Bank desires to implement APT solution for Bank’s e-mail infrastructure hosted on Microsoft cloud ( Office 365) in India . Bank want to opt cloud based subscription service (opex) to protect all email users against unknown malware, viruses and ransomware /targeted attacks by providing robust zero day protection. The proposed Cloud services must be provided in Indian geographical boundaries and under no circumstances any e-mail should leave the India data centers. Solution should be provided considering “ no –delay” scenario and avoid latency. Solution must be compatible with Office 365 e-mail system and work seamlessly with existing Antivirus, Antimalware and Antispam solution provided by office 365 e-mail solution.

Technical and Functional compliance requirement of the solution are given in Annexure 11 of the RFP.

#### 3.4 Service Levels and Uptime Guarantee

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

## 4. Evaluation process

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

- ▶ Stage 1 –Eligibility Bid evaluation
- ▶ Stage 2 - Technical Bid Evaluation
- ▶ Stage 3 - Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

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

### 4.1 Eligibility Bid

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

The technical bids of only those vendors who qualify in the eligibility criteria will be evaluated.

### 4.2 Technical Bid Evaluation

The Technical Proposal will be evaluated for technical suitability (Annexure 11).The vendor should present and demonstrate the proposed product which will be evaluated on functional and technical requirement given in the RFP.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted

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

The Bidder needs to achieve overall cut – off score of 80% marks in this evaluation stage to be qualified for commercial bid opening. Only those Bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the Bidder must score a minimum of 85% compliance in Annexure 11 – Technical requirement. Even if the Bidder meets the 80% marks cut-off and does not meet this criterion of 85% compliance, the Bidder would have deemed not to be meeting the RFP Technical requirements. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores (Max Marks)
The number of Implementations of proposed solution (In the last 3 years)	For each Implementation 2 marks Additional 1 Mark for implementation in any Banking / Financial / Insurance Sector in India / Globally. Proof of such work and completion of implementation should be submitted along with the response.	10
Technical Specifications compliance	As per Technical Scoring Sheet in Annexure 11.	70
Technical Presentation and Product Demonstration on Proposed Solution by the Bidder	Demonstration and in-depth understanding of the Bank's project technical and functional requirements.	20
<b>TOTAL MARKS</b>		<b>100</b>

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

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

In case there is only one Bidder having technical score of 80% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such Bidder. In case, none of the participating Bidders qualify on technical criteria and reach or exceed the cut-off score of 80%, then the Bank, at its sole discretion, may qualify two Bidders on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider Bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

Bidder who meets these criteria would only qualify for the commercial bid opening.

### 4.3 Commercial Bid Evaluation

The Bidder who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors. L1 vendor will be decided based on lowest TCO (Total cost of Ownership).

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. 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 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 All responses received after the due date / time would be considered late and would be liable to be rejected.
- 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 In case of discrepancy in soft copy and hard copy of the bids, the vendors agree that Bank can consider hard copy as final and it will be binding on the vendor. The Bank in this case may also reject the offer outright.
- 5.1.2.9 Based on the Bank’s requirements as listed in this document, the vendor should identify the best-suited product / 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.
- 5.1.2.10 Vendor must furnish requirements as per the formats provided in the RFP document.
- 5.1.2.11 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.
- 5.1.2.12 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.
- 5.1.2.13 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
- 5.1.2.14 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the products / solution. The Bank’s interpretation will be final.
- 5.1.2.15 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the 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.



5.1.2.16 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the 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.

5.1.2.17 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 project / 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 vendor 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 18 months period.
- 5.1.3.8 Bank will have discretion to discontinue the service (if services not required by the Bank) by providing 1 month advance notice.

#### **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 bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The 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 and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
- 5.1.4.5 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.
- 5.1.4.6 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)” 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 6 months in the form provided in the RFP (Annexure 03 – 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:
- 5.2.1.4 In case the vendor withdraws the bid prior to validity period of the bid for any reason whatsoever;
- 5.2.1.5 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
- 5.2.1.6 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**

- 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 16 to the extent of 10% of the total order 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 The product / solution will be deemed accepted only after successful ATP and sign off from Bank's identified Project Manager.
- 5.3.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a 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.
- 5.3.3 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.
- 5.3.4 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.
- 5.3.5 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.
- 5.3.6 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 product / solution to be supplied in response to this RFP shall meet the proposed vendor's requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the 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.

- 5.3.7 The Vendor shall represent that the product / solution provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the product / 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.
- 5.3.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the 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.
- 5.3.9 The Bank and the vendor covenants and represents to the other Party the following:
- 5.3.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 5.3.9.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its

obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

5.3.9.3 The execution, delivery and performance under an Agreement by such Party:

5.3.9.4 Will not violate or contravene any provision of its documents of incorporation;

5.3.9.5 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;

5.3.9.6 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;

5.3.9.7 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.

5.3.10 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.

5.3.11 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.

5.3.12 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

5.3.13 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– The 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**

- 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 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 The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.
- 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 the product / kit / solution. In case of discrepancy in kit / solution implemented, 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 / kit 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 Letter of Undertaking from OSD / OEM (Annexure 09) – The Vendor should furnish a letter from original equipment manufacturer / Original Software Developers (OEM / OSD) authorizing the Vendor to quote for OEM's / OSD's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty and support from the OEM / OSD in respect of the items stipulated in the RFP.
- 5.4.17 Undertaking on Information Security (Annexure 10) - The Vendor should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the Vendor's end providing an undertaking on Information Security of Authenticity for the solution / kit supplied. This undertaking from both OEM and the vendor is on Information security as per regulatory requirement.
- 5.4.18 The Vendor shall perform its obligations under this RFP 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.
- 5.4.19 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.

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

## **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 proposed e-mail APT solution must be delivered as per project scope within a period of 15 days in totality from the date of placing of purchase order / signing of agreement with Bidder (if applicable) by Bank

Vendor will have to pay Late Delivery Charges (LD) to Bank of Baroda @ 1% of the order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5%. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the entire order.

Any deliverable has not been delivered then the entire order will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

Deliverables-

- Call logging platform, documentation
- Troubleshooting manual
- Technical Documentation



- SLA report as per Bank's requirement

### 5.7.2 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) **Annual subscription charges** - The payment will be divided into four equal instalments for the year and paid quarterly in advance, on actuals. The payment will be on production of original invoice and against receipt of satisfactory 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 30 days from the date the dispute stands resolved.

In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.

## 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 Advanced Persistent Threat solution for e-mail services on cloud 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 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**

Any order of deliverables placed by the Bank will be for a lock in period of 3 year from the start date of service of that deliverables. 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 Bidder for a total period of 18 months, 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 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.

### **6.11 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.

#### **6.12 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..

#### **6.13 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.

#### **6.14 Inspection of Records**

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

#### **6.15 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.

## **6.16 Publicity**

Any publicity relating to the work to be carried out in BANK towards this ACOE 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

## **6.17 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.

## **6.18 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.

## **6.19 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.

#### **6.20 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.

#### **6.21 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.

#### **6.22 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.

#### **6.23 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.



## Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following

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

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

**Commercial Bid envelope to contain the following**

Section #	Section Heading	Proforma Given
1	Covering letter on submission of Commercial Bid	<b>Bidder to provide</b>
2	Conformity with Hard Copy	<b>Annexure 07</b>
3	Commercial Bid	<b>Annexure 13</b>
4	CD containing soft copy of the commercial bids	<b>Bidder to provide</b>

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

## Annexure 02 - Eligibility Criteria

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

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
<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 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 <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. 25 Crores or above except APT Decoy (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 any riders or qualification.
2.	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2014-15, 2015-16 and 2016-17		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 any riders or qualification

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
<b>C</b>	<b>Technical</b>		
1	The Bidder should be an OSD or authorized partner of OSD for providing subscription services of email APT.		Letter of confirmation from OSD need to be submitted.
2	If Bidder (partner of Original Solution Developer (OSD) is not able to fulfill its obligation to support the solution during the contract period, OSD will have to ensure support as per contract. An undertaking from the OSD to this effect must be submitted		Letter of confirmation from OSD need to be submitted.
3	If OSD is bidding directly they cannot submit another bid with any Bidder.		Letter of confirmation from OSD in case if OSD is bidding directly
<b>D</b>	<b>Experience &amp; Support Infrastructure</b>		
1	The proposed Solution must be implemented in at least 3 Organization in India in last 3 financial years out of which one implementation must be hybrid deployment integrating with Scrubbing Center (ISP/OEM).		Documentary Proof of order / contract copy / customer credentials.
2	Bidder should have direct support office in Mumbai and Hyderabad. In case direct support office of the bidder is not present in Hyderabad / Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Hyderabad / Mumbai whenever desired by the Bank		Letter of confirmation

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") favouring '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 authorise 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 and  
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 \_\_\_\_\_ (RFP Name) 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 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. VEDNOR 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 Selection of Service Provider for Advanced Persistent Threat solution for E-Mail services on cloud**

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 - Comments Format

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

## Annexure 07 – Conformity with Hardcopy Letter

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

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 Selection of Service Provider for Advanced Persistent Threat solution for E-Mail services on cloud**

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #



## Annexure 08 –Conformity Letter

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

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 Selection of Service Provider for Advanced Persistent Threat solution for E-Mail services on cloud**

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 09 – Letter of Undertaking from OSD

*(This letter should be on the letterhead of the OEM / OSD / Manufacturer 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,

We ..... (Name of the OEM / OSD) who are established and reputable manufacturers / developers of ..... do hereby undertake the following:

1. The proposed solution is complying with the Information security policy of the bank for the applicable solution requirements mentioned in RFP.
2. The solution will be able to integrate with Bank's Active Directory security policies and authentication framework.
3. The solution will be offered at dedicated environment to have better control over Bank's data due to compliance / security related aspects.
4. The solution conforms to the following industry level certifications:
  - ISO 27001:2013
  - ISO 27018
  - SOC 2
  - SSAE/SOC
  - ISO27018
5. Service Provider is responsible for:
  - Data and application privacy and confidentiality
  - System and software access control and administration
  - Custodial responsibilities for data and other information assets
  - Physical Security of the facilities where the Bank's data resides
  - Physical and logical separation from other customers
  - Defining and following Incident response and reporting procedures
  - Complying with the Password Policy of the Bank
  - Complying with the Data Encryption / Protection requirement of the Bank
  - Integration with Single Sign on / Single Sign on Capabilities inbuilt
6. The proposed solution will provide 99.99 % uptime on monthly basis. The performance and uptime review shall be done by the Bank on quarterly basis and

in case of downtime / downgraded performance, a penalty could be charged by the Bank. The above mentioned penalty shall be applicable to all the products / features which are offered to the Bank in response to this RFP.

7. In case, if a government demand is received for any data, the below mentioned process has to be followed:
- Disclose customer data when legally required and only after attempting to redirect the request to the customer.
  - Resist government demands that are invalid.

We hereby attach our response against the various requirement of Bank mentioned as part of Annexure 15.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

## Annexure 10–Undertaking of Information Security

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

To

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 Selection of Service Provider for Advanced Persistent Threat solution for E-Mail services on cloud**

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

Yours faithfully,

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

## Annexure 11–Technical Specifications

S. No.	Technical specifications	Weightage	Compliance (Yes/No)	Remarks
1	The solution should have the capability to address ATP & Advanced Malware for Bank's Email Domain. It should employ an analysis engine that uses virtual execution (VM based detonation of samples) to detect zero day and unknown threats and must not be signature based.	30		
2	All messages and attachments that don't have a known virus/malware signature should be routed to a special hypervisor environment (sandbox), where a behavior analysis is performed using a variety of machine learning and analysis techniques to detect malicious intent.	15		
3	Solution should eliminate email delivery delays by sending the body of the email with a placeholder attachment, while the actual, suspicious attachment enters the Zero day protection sandbox environment and undergoes the scan. Recipients should be able to then respond to the message, having been notified that the original attachment is being analyzed. If the attachment is cleared, it replaces the placeholder; if not, the admin can filter out the unwanted and potentially malicious attachment for all the selected users.	15		
4	Solution should have option of blocking the current & future emails and attachments for detected malware for all or selected users.	10		
5	Solution should also have option of replacing the attachments with detected malware & continue to deliver the message for all or selected users.	10		

S. No.	Technical specifications	Weightage	Compliance (Yes/No)	Remarks
6	In the event of incorrectly categorizing an unread email as spam, malicious or safe, solution should provide the ability to change that verdict. For example, if a message is delivered to your inbox and later found to be spam, Feature should move the message from the inbox to the spam folder; the reverse is true for messages misclassified as spam. Admin also should have total control over whether or not to use this feature.	15		
7	Solution should have advanced reporting features that make it easy to determine who has clicked through a malicious link to support faster remediation. These rich reporting and tracking capabilities should provide critical insights into who is getting targeted in the organization and the category of attacks being faced. Reporting and message tracking should enable investigation of messages that have been blocked due to unknown viruses or malware and also provide capability to enable tracking of individual malicious links in the messages that have been clicked.	10		
8	Solution should have capability for SharePoint and OneDrive zero day protection.	15		
9	Solution should provide capability of scanning internal emails through sand boxing environment within the same SMTP domain.	15		
10	The solution must integrate with other enterprise security solution and SIEM IBM Qradar.	20		
11	The solution should support logging of important parameters like Source IP & URL of the attack.	10		



S. No.	Technical specifications	Weightage	Compliance (Yes/No)	Remarks
	The solution shall report source IP, destination IP and complete URL of the attack. The solution should also assign a unique identification number to each identified/detected threat for future reference.			
12	The solution should be integrated with network forensics tools through SIEM.	15		
13	The solution should provide full URL trails identifying all of the locations to which the malware attempts to communicate.	5		
14	The solution should have the ability to provide for online and offline updating of threat intelligence	5		
15	All email communication and APT protection should adhere to local regulations. No message in any circumstance should leave India for APT.	10		
16	The solution should provide a Dashboard that offers real time threat visibility and attack characteristics	5		
17	The solution should be able to schedule reports and also provide the flexibility to generate on-demand reports.	5		
18	The solution should be able to schedule reports and also provide the flexibility to generate on-demand reports. The solution should provide reports in HTML/CSV/PDF/XML formats	10		
19	Solution must be compatible with Office 365 e-mail system and work seamlessly with existing Antivirus, Antimalware and Antispam solution provided by office 365 e-mail solution.	40		
20	Solution should have a robust and layered protection powered with	10		

S. No.	Technical specifications	Weightage	Compliance (Yes/No)	Remarks
	multiple engines and targeted ransomware attach/ and advanced detection techniques against known malware viruses			
21	Solution should be provided considering “ no –delay” scenario and avoid latency in email delivery	30		
<b>TOTAL</b>		300		

## Annexure 12–Service Level Agreement

Vendor will have to guarantee a minimum uptime of 99.99%, calculated on a monthly basis. Application availability will be 99.99% 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 $\geq$ 99.99%	No Penalty
99.5% $\leq$ A < 99.99%	2% of cost of monthly subscription charges
99% $\leq$ A < 99.50%	5% of cost of monthly subscription charges
A < 99%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly subscription 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 Subscription Charges** and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.99% 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 (99.99%), as measured on a monthly basis.

Bidder shall determine the severity levels based on the criteria mentioned below:

Severity Level	Number of users impacted	Effective Downtime
Severity 1	Any problem where > 20% of the users of the application are affected	100%
Severity 2	Any problem <= 20% of the users and > 10% of the users of the applications are affected	90%
Severity 3	Any problem where <= 10% of the users of the applications are affected	80%

SLA Penalty Calculation:

E.g. - There is an incident which occurs under the Severity Level 2 for which the downtime is for 5 hours in a month. Therefore the effective downtime for the month would be:

5 hours x 90% = 4.5 hours

Therefore, the downtime of 4.5 hours would be considered due to this incident while computing the availability of the application.

## Annexure 13 – Commercial Bid Format

S. No.	Particulars	Qty	No of Months	Unit Cost for Per Month Subscription	Total Cost
1	Monthly Subscriptions- Volume License of Advanced Persistent Threat Solution on Mail services	57,415	18*	0	0
<b>Total Cost of Ownership</b>					0

**Note:**

1. For each of the above items provided the Bidder is required to provide the cost for every line item where the Bidder has considered the cost in BOM.
2. All the commercial value should be quoted in Indian Rupees.
3. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
4. 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.
5. The Service Charges need to include all services and other requirement as mentioned in the RFP
6. The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost
7. 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.
8. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
9. \* Bank will have discretion to discontinue the service (if services not required by the Bank) by providing 1 month advance notice however for TCO calculation purpose bank will consider cost for 18 months.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

## Annexure 14 – Masked Commercial Bid Format

S. No.	Particulars	Qty	No of Months	Unit Cost for Per Month Subscription	Total Cost
1	Monthly Subscriptions- Volume License of Advanced Persistent Threat Solution on Mail services	57,415	18*	0	0
<b>Total Cost of Ownership</b>					0

**Note:**

1. For each of the above items provided the Bidder is required to provide the cost for every line item where the Bidder has considered the cost in BOM.
2. All the commercial value should be quoted in Indian Rupees.
3. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
4. 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.
5. The Service Charges need to include all services and other requirement as mentioned in the RFP
6. The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost
7. 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.
8. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
9. \* Bank will have discretion to discontinue the service (if services not required by the Bank) by providing 1 month advance notice however for TCO calculation purpose bank will consider cost for 18 months.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

## Annexure 15 – Response sheet

Bidder has to submit response against the following requirement:

S.No.	Subject	SP/Bidder Response
1.	<b>Right to Audit:</b> Service Provider should provide right to audit as similar what is Bank is having with other shared data centers in India. Bank must have “Rights to Audit” the SP's compliance with the agreement including rights of access to the SP's premises where relevant records and Bank's data is being held. It also include audit rights for the Bank or its appointed auditor (nominee) or regulators as an integral clause in the service agreement.	
2.	<b>Data and Information Security:</b> SP to ensure following : <ul style="list-style-type: none"> <li>▪ Data integrity management.</li> <li>▪ To provide full disclosure regarding security practices and procedures as stated in their SLAs</li> <li>▪ Specific identification of all controls used during the data lifecycle.</li> <li>▪ To maintain a fundamental philosophy of knowing where Bank's data ( Logical /Physical)</li> <li>▪ To determine who should access the data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a “Default Deny All” policy</li> <li>▪ To define and identify the data classification. SP to enforce the Bank's access requirements based on data classification.</li> <li>▪ To encrypt data at rest and encrypt data in transit.</li> <li>▪ To share what compartmentalization techniques are employed to isolate Bank data from other customer's data</li> <li>▪ Sharing of encryption management with Bank on multi-tenant storage.</li> <li>▪ To comply with data retention and destruction schedules/Policy provided by Bank, SP to certify on Bank's request destroying all data at all locations including slack in data structures and on the media. The Bank will have right to audit this practice.</li> <li>▪ Understand the logical segregation of</li> </ul>	



	<p>information and protective controls implemented.</p> <ul style="list-style-type: none"> <li>▪ Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.</li> <li>▪ Perform regular backup and recovery tests to assure that logical segregation and controls are effective.</li> <li>▪ Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.</li> <li>▪ To provide Forensic Investigation Support as and when required by the Bank.</li> <li>▪ To comply with Bank's RTO/RPO requirement and retention policy.</li> </ul>	
3.	<p><b>Application and Process Security:</b></p> <ul style="list-style-type: none"> <li>▪ SP application should meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. The application needs to follow a multi-tier deployment model to achieve this.</li> <li>▪ The SP application should conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc.</li> <li>▪ The application should conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018.</li> <li>▪ The application executable files and the source code need to be secured from unauthorized access and possible theft.</li> <li>▪ If the application is deployed on the Cloud using native multi-tenancy features offered by the application, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms</li> <li>▪ Application should clearly log business errors and technical errors separately to support separation of duties between business users and data Center operator.</li> <li>▪ User access to sensitive data needs to be controlled</li> <li>▪ SP to comply with Bank's password management policy.</li> </ul>	

	<ul style="list-style-type: none"> <li>Features like session timeouts and restricting logins to office hours should be implemented to enhance security</li> <li>The application should clear sensitive data like passwords from memory immediately after it is processed.</li> <li>Application level support for definition of users, roles, and exception management functions is to be ensured.</li> </ul>	
4.	<b>Integration with external applications:</b> <ul style="list-style-type: none"> <li>Application needs to have well defined APIs and application needs to ensure that only authorized application can invoke such APIs.</li> <li>The application must have extensive audits to log all transactions and important non transactional activities. The application needs to implement maker-checker principle for activities like important business parameter updates.</li> <li>The application should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity.</li> <li>The application needs to provide a documented mechanism, preferably a tool for application monitoring.</li> <li>The application needs to provide a documented mechanism, preferably a tool for reporting important errors and taking automated actions.</li> </ul>	
5.	<b>IT Infrastructure Security :</b> <ul style="list-style-type: none"> <li>Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared.</li> <li>Encryption and Key Management: Depending on sensitivity data is to be encrypted, transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured in ongoing basis.</li> <li>Monitoring: Devices should be integrated with SBSOC for continuous monitoring for access monitoring, threat monitoring, audit</li> </ul>	

	logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring.	
6.	<b>Physical and Logical Security:</b> <ul style="list-style-type: none"> <li>▪ The SP infrastructure including servers, routers, storage devices, power supplies, and other components that support operations, should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring.</li> <li>▪ A security plan for the physical environment should be implemented. Bank should have audit rights on complete physical setup. Data should be have relevant standard certifications and accreditation.</li> </ul>	
7.	<b>Logical Security of Environment:</b> <ul style="list-style-type: none"> <li>▪ In a SP environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access Bank should design access using username, password, OTP, RSA Token, Biometric Authentication, etc.</li> </ul>	
8.	<b>Legal Issues:</b> <ul style="list-style-type: none"> <li>▪ There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E-Commerce Directive, The Computer Fraud and Abuse Act 1984, Digital Millennium Copyright Act 1988 will be applicable to SP providers and also the customers of the Cloud service. Indian data privacy law is expected any time. It will be mandatory to protect the data privacy as per this law. SP should comply with such laws.</li> </ul>	
9.	<b>Operational Security:</b> <ul style="list-style-type: none"> <li>▪ In view of operational security concerns like BCP, DRP, SLA etc., SP need to submit various reports as required by the bank, time to time for internal or regulatory reporting purposes.</li> </ul>	
10.	<b>Miscellaneous:</b> SP to ensure the following requirements are met <ul style="list-style-type: none"> <li>▪ Compliance with Information Security of the</li> </ul>	

	<p>Bank as applicable on relevant aspects</p> <ul style="list-style-type: none"> <li>▪ Protection mechanism (physical and logical) SP has in place for the actual hardware where Bank's data will be stored on.</li> <li>▪ Incident management, business continuity and disaster recovery policies, and processes and procedures of service provider (SP) and should include reviews of collocation and back-up facilities.</li> </ul>	
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Any negative response of bidder on above mentioned criteria / points may lead to disqualification.

## Annexure 16 -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 it's ..... Office at ..... and a branch inter alia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's 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 17 – Integrity Pact

### PRE CONTRACT INTEGRITY PACT

#### General

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

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

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

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

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

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

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

#### **Commitments of the BUYER**

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

particular BIDDER in comparison to other BIDDERS.

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

### **Commitments of BIDDERS**

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

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

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

### **3 Previous Transgression**

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

### **4 Earnest Money (Security Deposit)**

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

- (ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2 The Earnest Money/Security Deposit shall be valid upto a period of 8 Months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5 Sanctions for Violations**

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

the amount so payable from the money(s) due to the BIDDER.

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

## 6 Fall Clause

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

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

## 7 Independent Monitors

- 7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Shirish Balakrishna Agarkar (email id: [agarkar.bob1@gmail.com](mailto:agarkar.bob1@gmail.com) )



- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8 Facilitation of Investigation**

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

## **9 Law and Place of Jurisdiction**

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

## **10 Other Legal Actions**

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

## **11 Validity**

The validity of this Integrity Pact shall be from date of its signing and extend upto 6 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_