Clauses in RFP for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

Sr. No.	Existing Tender Clause	Clarifications / Changes made to Tender Clause
1	**Annexure 02 - Eligibility Criteria** **C. Experience & Support Infrastructure** The bidder should have supplied & support 100 no's of x86 based Servers in each year for the past three years to various Commercial Banks / Financial Institutions / Govt. Organizations in India.	**Annexure 02 - Eligibility Criteria** **C. Experience & Support Infrastructure** The bidder should have supplied & supported **300 nos. of x86 based Servers in the past three years** to various Commercial Banks / Financial Institutions / Govt. Organizations in India.
2	**Annexure 02 - Eligibility Criteria** **D. Others** One bidder can bid only with one OEM and Similarly one OEM can bid only with one bidder, but both cannot bid.	**Annexure 02 - Eligibility Criteria** **D. Others** **If OEM bids then other vendors cannot bid for that OEM. One bidder can bid only with one OEM. However, OEM can bid through multiple bidders / partners (subject to MAF)**
3	**Annexure 02 - Eligibility Criteria** **D. Others** The OEM should be certified with Green Peace rating of 4 and above (OR) any other similar rating or certification that aims at green brand PC that is having following three attributes. a. Chemicals Management Process: all the products should be 100% RoHS (Restriction of Hazardous substances) compliant. b. E-waste Management: Vendor / OEM / Partner should have e-waste collection centers and have recycled e-waste. c. Energy Efficient Product Range: Energy Star 5 Compliant parts Central or State Govt. Pollution Control Board Certification should adhere to the above said three attributes.	**Annexure 02 - Eligibility Criteria** **D. Others** The OEM should be certified with Green Peace rating of 4 and above (OR) any other similar rating or certification that aims at green brand **Server** that is having following three attributes. a. Chemicals Management Process: all the products should be 100% RoHS (Restriction of Hazardous substances) compliant. b. E-waste Management: Vendor / OEM / Partner should have e-waste collection centers and have recycled e-waste. c. Energy Efficient Product Range: Energy Star 5 Compliant parts **Global /** Central / State Govt. Pollution Control Board Certification should adhere to the above said three attributes.
4	**Annexure 02 - Eligibility Criteria** **D. Others** Bidder must ensure that the Servers to be supplied will not be End of Life in next 3 years and End of Support in next 5 years.	**Annexure 02 - Eligibility Criteria** **D. Others** Bidder must ensure that the Servers to be supplied will not be End of **Sale** in next 3 years and End of Support in next 5 years.
	1. Introduction **1.8 Installation** Installation at our Branches / Administrative offices, including unpacking of cartons / boxes, will be the responsibility of the Vendor. Vendor will have to install the Hardware / Software within 3 days after delivery of Item or intimation from Bank Team and hand it over to the Bank for acceptance testing within 7 working days of the Bank from the date of receipt	**1. Introduction** **1.8 Installation** Installation at **Bank's indicated locations**, including unpacking of cartons / boxes, will be the responsibility of the Vendor. Vendor will have to install the Hardware / Software within **7 calendar days after delivery of Item or intimation from Bank Team and hand it over to the Bank for acceptance testing within 7 calendar days of the Bank from the date of receipt** of the

Sr. No.	Existing Tender Clause	Clarifications / Changes made to Tender Clause
	of the hardware at our office and Bank's notification for installation of the Hardware / Software. Vendor will have to pay late installation charges to Bank of Baroda @ 0.5% of the relevant hardware value per day subject to a maximum of 10% of the total relevant hardware value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.	hardware at our office and Bank's notification for installation of the Hardware / Software. Vendor will have to pay late installation charges to Bank of Baroda @ 0.5% of the relevant hardware value per day subject to a **maximum of 5%** of the total relevant hardware value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.
	3.5 Bid Security / Earnest Money Deposit **3.5.5 -** MSME Bidder has to submit a "Bid Security Declaration" on their organization's letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted	**3.5 Bid Security / Earnest Money Deposit** **3.5.5 - MSE Bidder** has to submit a "Bid Security Declaration" on their organization's letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted
	4.16 Indemnity e) 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 Bidder under this RFP; and/or	**4.16 Indemnity** e) **material** 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 Bidder under this RFP; and/or
	Annexure 19 – Technical Specification Sheet	**Annexure 19** – Technical **Compliance** Sheet **(Revised Technical Compliance Sheet attached below)** *This requirement of Category – Blade Server Type A removed from RFP requirement.*
	New Addition - Information / Cyber-Security Measures / Controls for selected SP	**Information / Cyber-Security Measures / Controls for selected SP** The Bidder and third party Service Provider / vendor need to provide an undertaking on their letter head as per Annexure to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The vendor shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Sr. No.	Existing Tender Clause	Clarifications / Changes made to Tender Clause
		The vendor have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank. The selected vendor has to abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract **Annexure 20 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls.** **Annexure 21 – Information/Cyber-Security Measures/Controls for selected Service Provider**
	New Addition - Preference to make in India initiative	**Preference to make in India initiative** Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI. The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product. In case of two or more bidders complying with Preference to Make in India initiative are found technically eligible as per Technical Specifications of the RFP, then Commercial bids of only these bidders will be opened. In case sufficient bidders complying with Preference to Make in India initiative are not found technically eligible as per

Sr. No.	Existing Tender Clause	Clarifications / Changes made to Tender Clause
		Technical Specifications of the RFP, then Commercial bids of all technically eligible bidders will be opened **Annexure 22 – Certificate of Local Content**
	New Addition	**Annexure 23 – Service level and non-disclosure agreement format**

All other Terms & Conditions are same as per our RFP No. BCC:IT:PROC:116:06 dated 2nd April 2024 for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

Annexure 19 – Technical Compliance Sheet

Annexure 19A - Rack Server (Type A)

Required Minimum Specifications "Rack Server Type A"		OEM's compliance (Yes / No)	OEM's remarks
Hardware	Make & Model of Server – _____		
Form Factor	Rack mountable with rack mount kit and rails		
CPU	Intel Platinum / Gold / Silver Series Family Processors should be 4th generation or higher		
CPU Frequency	*Details will be specified at time of commercial invitation*		
Cores	*Details will be specified at time of commercial invitation*		
No. of CPU	Min. 2 (Two)		
CPU Expandability	Capable to accommodate 4 processor		
Chipset	Latest server class compatibility chipset		
Cache	*Details will be specified at time of commercial invitation*		
Memory	*Details will be specified at time of commercial invitation*		
Memory Expandability	Expandable to 2 TB or higher		
Memory slot	Min. 12 DIMM slots per CPU(Socket) or higher		
SSD	*Details will be specified at time of commercial invitation* - Hot plug SSD		
SSD Expandability	Expandable to 3.6 TB SSD or higher		
SSD slot	Min. 2 Hot plug SSD drive bays		
Storage controller	Integrated PCIe 3.0 based hardware RAID controller with Min 1GB cache with capacitor based backup or battery backup and should support RAID 0, 1, 1+0 & 5		
Network controller & HBA card	*Minimum speed for Ethernet Port will be 10/25 Gbps in Network Controller with redundancy. Minimum speed for Fiber channel port in HBA card will be 32 Gbps with redundancy. Number of ports in Network controller and HBA card will be specified at time of commercial invitation.*		
PCI slots	Min. 2 PCIe 3.0 slot		
I/O interface	Min. 1 USB port, Min. 1 I/O port		
Graphics	Integrated Video Controller, Video modes up to 1920 x 1200, min. 16MB video memory		
Remote Management	System remote management should support browser based graphical remote console and virtual power button		
	Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser		
	Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication		
	Should be possible to remotely manage server		
	Server should support access rights for administrators		

	Server should support agentless management using out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates		
	The server should support features which monitors and records changes in the server hardware and system configuration		
Server Management	The system management software should provide role based security		
	The server management software should be of the OEM makes as of the server supplier		
	Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes		
	Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components		
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.		
	Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts		
	Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices		
	Should support the reports to be saved in HTMS,CSV or XML format		
Security	Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI, secure boot		
Industry Standard Compliance	Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant, TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 5.1. or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent,		
Operating System Certification	Microsoft Windows server 2019 or above, Red Hat Enterprise Linux (RHEL) 8.0 or above, SUSE Linux Enterprise Server (SLES), VMWare ESX 8.0 U2 or above,		
Virtualization Software Support	Broadcom (VMware), Microsoft Hyper-V, Red Hat virtualization KVM, Nutanix, Citrix Xen,		
Power Cord	Male & Female Type Power Cord		

Annexure 19B - Rack Server (Type B)

Required Minimum Specifications "Rack Server Type B"		OEM's compliance (Yes / No)	OEM's remarks
Hardware	Make & Model of Server – _____		
Form Factor	Rack mountable with rack mount kit and rails		
CPU	Latest Generation Intel Platinum / Gold / Silver Series Family Processors		
CPU Frequency	*Details will be specified at time of commercial invitation*		
Cores	*Details will be specified at time of commercial invitation*		
No. of CPU	Min. 1 (One)		
CPU Expandability	Capable to accommodate 2 processor		
Chipset	Latest server class compatibility chipset		
Cache	*Details will be specified at time of commercial invitation*		
Memory	*Details will be specified at time of commercial invitation*		
Memory Expandability	Expandable to 2 TB or higher		
Memory slot	Min. 12 DIMM slots per CPU(Socket) or higher		
SSD	*Details will be specified at time of commercial invitation* - Hot plug SSD		
SSD Expandability	Expandable to 3.6 TB SSD or higher		
SSD slot	Min. 2 Hot plug SSD drive bays		
Storage controller	Integrated PCIe 3.0 based hardware RAID controller with Min 1GB cache with capacitor based backup or battery backup and should support RAID 0 , 1, 1+0 & 5		
Network controller & HBA card	*Minimum speed for Ethernet Port will be 10/25 Gbps in Network Controller with redundancy. Minimum speed for Fiber channel port in HBA card will be 32 Gbps with redundancy. Number of ports in Network controller and HBA card will be specified at time of commercial invitation.*		
PCI slots	Min. 2 PCIe 3.0 slot		
I/O interface	Min. 1 USB port, Min. 1 I/O port		
Graphics	Integrated Video Controller , Video modes up to 1920 x 1200, min. 16MB video memory		
Remote Management	System remote management should support browser based graphical remote console and virtual power button		
	Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser		
	Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication		
	Should be possible to remotely manage server		
	Server should support access rights for administrators		
	Server should support agentless management using		

	out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates		
	The server should support features which monitors and records changes in the server hardware and system configuration		
Server Management	The system management software should provide role based security		
	The server management software should be of the OEM makes as of the server supplier		
	Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes		
	Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components		
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.		
	Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts		
	Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices		
	Should support the reports to be saved in HTMS,CSV or XML format		
Security	Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI, secure boot		
Industry Standard Compliance	Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant, TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 5.1. or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent,		
Operating System Certification	Microsoft Windows server 2019 or above , Red Hat Enterprise Linux (RHEL) 8.0 or above, SUSE Linux Enterprise Server (SLES), VMWare ESX 8.0 U2 or above,		
Virtualization Software Support	Broadcom(VMware), Microsoft Hyper-V, Red Hat virtualization KVM, Nutanix, Citrix Xen,		
Power Cord	Male & Female Type Power Cord		

Annexure 19C- Blade Server

Required Minimum Specifications "Blade Server"		OEM's compliance (Yes / No)	OEM's remarks
Hardware	Make & Model of Blade Server – _____		
Form factor	Full/Half Height Blade		
CPU	Latest Generation Intel Platinum / Gold / Silver Series Family Processors		
CPU Frequency	*Details will be specified at time of commercial invitation*		
Cores	*Details will be specified at time of commercial invitation*		
No. of CPU	Min. 1 (One)		
CPU Expandability	Capable to accommodate 2 processor		
Chipset	Latest server class compatibility chipset		
Cache	*Details will be specified at time of commercial invitation*		
Memory	*Details will be specified at time of commercial invitation*		
Memory Expandability	Expandable to 2 TB or higher and free slot should be available for upgrade		
Memory slot	Min. 12 DIMM slots per CPU (socket) or higher		
SSD	*Details will be specified at time of commercial invitation* - Hot plug SSD		
SSD Expandability	Expandable to 3.6 TB SSD or higher		
SSD Slot	Min. 2 Hot plug SSD drive bays		
Storage controller	Integrated PCIe 3.0 based hardware RAID controller with Min 1GB cache with capacitor based backup or battery backup and should support RAID 0, 1, 1+0 & 5		
Network controller & HBA card	*Minimum speed for Ethernet Port will be 10/25 Gbps in Network Controller with redundancy. Minimum speed for Fiber channel port in HBA card will be 32 Gbps with redundancy. Number of ports in Network controller and HBA card will be specified at time of commercial invitation.*		
PCI slots	Min. 2 PCIe 3.0 slot		
I/O interface	Min. 1 USB port, Min. 1 I/O port		
Graphics	Integrated Video Controller, Video modes up to 1920 x 1200, min. 16MB video memory		
Remote Management	System remote management should support browser based graphical remote console and virtual power button		
	Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser		
	Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication		
	Should be possible to remotely manage each blade server individually		
	Server should support access rights for		

	administrators for each blade server individually		
	Server should support agentless management using out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates		
	The server should support features which monitors and records changes in the server hardware and system configuration		
Server Management	The system management software should provide role based security		
	The server management software should be of the OEM makes as of the server supplier		
	Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes		
	Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components		
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.		
	Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts		
	Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices		
	Should support the reports to be saved in HTMS,CSV or XML format		
Security	Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI, secure boot		
Industry Standard Compliance	Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant, TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 5.1. or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent,		
Operating System Certification	Microsoft Windows server 2019 or above , Red Hat Enterprise Linux (RHEL) 8.0 or above, SUSE Linux Enterprise Server (SLES), VMWare ESX 8.0 U2 or above,		
Virtualization Software Support	Broadcom(VMware), Microsoft Hyper-V, Red Hat virtualization KVM, Nutanix, Citrix Xen,		
Power Cord	Male & Female Type Power Cord		

Annexure 19D - Blade Enclosure

Required Minimum Specifications "Blade Enclosure"		OEM's compliance (Yes / No)	OEM's remarks
Hardware	Make & Model of Blade Enclosure – _____		
	Make & Model of Other Hardware (if any) – _____		
Form Factor	Min. 8 Blade Servers of Half Height Blade Server		
Blade Chassis	Should support for full height and half height blades in the same enclosure, occupying a max of 10U rack height.		
	Same enclosure should support Intel Platinum, Gold, Silver or equivalent blade servers.		
	Should support Hot Pluggable & Redundant Management Modules with onboard KVM functionality.		
	Should provide a high performance, reliability and availability design in the blade enclosure.		
	Should be able to accommodate the blade servers of specifications mentioned in the proposed Blade Encl.		
	Support simultaneous remote access for different servers in the enclosure.		
Interconnect	Should support simultaneous housing of FCoE (Converged Switch), Ethernet, FC interconnect fabrics offering Hot Pluggable & Redundancy as a feature The chassis switch should provide the following uplinks: •2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G/25G SFP from day 1 •2 x 32G FC connect (redundant) per Blade Server (2 Socket) with the requirement of 32G FC Connect from day 1 There should be Min. 2 nos. dedicated Switches for redundancy in LAN Switching providing 2 * 10G/25G optics per blade server and Min. 2 no's dedicated switches for SAN Switching providing 2 * 32G Optics per blade server from day 1. Based on requirement compatible technology can be provided by OEM supporting maximum number of blade server per enclosure. OR 2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G/25G SFP from day 1 AND 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with requirement of 32G FC Connect from day 1 with redundancy using converged technology as per OEM architecture with maximum number of blade servers per enclosure. ***Number of ports for Ethernet and FC connect may vary at time of commercial invitation.***		
Power Supply	The enclosure should be populated fully with power supplies and should support N + N redundancy configuration, where N is greater than 1.		
Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for		

	improved power consumption and acoustics.		
System Software	Management / Controlling Soft have to be from the OEM.		
Remote Management	Must provide a remote management functionality to operate the server in both in-band and out-of-band. Must be part of the server without the need to install any additional hardware or software.		
	Must have a real time Virtual KVM functionality and be able to perform a remote Power sequence.		
	Must have the ability for multiple administrators across remote locations to collaborate on the remote session in a server with multiple sessions even in server powered OFF mode.		
Power Management	Must be able to show the actual power usage and actual thermal measurement data of the servers.		
High Availability	100% High Availability should be provided for LAN Switching and SAN Switching		

Note: As part of above Blade Servers and Enclosures vendor needs to clearly mention and quote the required Licenses, SFP Modules or any other hardware for implementation of Servers. These additional Hardware /Licenses should be clearly mention in BOM (Bill of Material).

Final specification may vary at time of commercial invitation due to change in technology.

Proof of Concept (POC)

1. If required Bank may call for POC from the vendors who have submitted the RFP. In the POC the vendor needs to supply & install the server of the same Make & Model proposed in their bid at our Mumbai / Hyderabad Offices.

2. The POC would be done to check whether the proposed model meets the technical specifications as mentioned in Annexure 19.

3. Any bidder who is not complying with the above POC will be technically disqualified.

4. While bank will be responsible for providing configuration details and testing the servers, the vendor has to bear expenses for supply and support of the servers for POC

Annexure 20 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls
(*This letter should be on the letterhead of the Bidder duly signed by an authorized signatory*)

To

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

Sir,

Sub: RFP for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027.

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 the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank

We abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

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

Annexure 21 – Information/Cyber-Security Measures/Controls for selected Service Provider

1. Incident Response and Management

1.1 SPs must have a mechanism/resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.

1.2 SP's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.

1.3 SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cybersecurity incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

2. IT Risk Management

2.1 The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.

2.2 The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.

The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

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

Annexure 22 – Certificate of Local Content

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal)

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

Sir,

This is to certify that following products / solutions proposed are having the local content as per details under:

Item No.	Item Description	Manufacturer/ Supplier	Country of Origin	Domestic Value addition in Percentage (%)

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 and subsequent amendments from time to time.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Company Name:

Address:

Email and Phone #

Annexure 23 – Service Level And Non Disclosure Agreement Format

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

AND

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

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

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider for _____ (RFP Name).

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. **DEFINITIONS**
   I. Bank, BOB means 'Bank of Baroda'
   II. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
   III. RFP means the Request For Proposal document
   IV. Proposal, Bid means "Response to the RFP Document"
   V. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
   VI. Support means Support & Services to be provided as part of the Scope of Work

VII.   SLA means Service level Agreement
VIII.   AMC means Annual Maintenance Contract
IX.   MSP means Managed Service Provider of the Bank for Data Centre
X.   Original Platform Developer (OPD)
XI.   Annual Technical Support (ATS)
XII.   Application Programming Interface (API)
XIII.   Banking, Financial services and Insurance (BFSI)
XIV.   Central Vigilance Commission (CVC)
XV.   Customer Relationship Management (CRM)
XVI.   Data Center (DC)
XVII.   Data Recovery (DR)
XVIII. Earnest Money Deposit (EMD)
XIX.   One Time Cost (OTC)
XX.   Proof of Concept (POC)
XXI.   Single Person of Contact (SPOC)
XXII.   Original Software Developer (OSD)
XXIII. Total Cost of Ownership (TCO)
XXIV.   Bill of Material (BOM)

2. TERM

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

3. SCOPE OF SERVICE

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

4. STANDARDS

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

5. Code of Ethics

M/s _____, (Vendor/Service Provider/Supplier/ Consultant/Contractor) agrees to comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract

6. Contract Period

(Terms mentioned in the RFP)

7. DELIVERY

(Terms mentioned in the RFP)

8. Transportation and Insurance

(Terms mentioned in the RFP)

9. Pre-shipment Inspections

(Terms mentioned in the RFP)

10. Project Details Scope of Work

(Terms mentioned in the RFP)

11. Warranty

(Terms mentioned in the RFP)

12. DOCUMENTATION

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

13. SINGLE POINT OF CONTACT & DIRECT SUPPORT

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

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

14. PAYMENT TERMS

(Terms mentioned in the RFP)

15. SET-OFF

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

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

16. COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

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

(i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or

(ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

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

The Service Provider:

i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.

iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.

v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.

vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.

viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.

ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.

x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.

xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

17. CONFIDENTIALITY

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

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

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

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

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

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

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

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

i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;

iii. Was disclosed or parted with the prior consent of BOB;

iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement,

and that it does not constitute violation under any laws for the time being enforced in India.

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

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

18. INDEMNITY

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

a) Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or

b) an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or

c) claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or

d) claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors

e) material breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or

f) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

g) breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or

h) Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

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

a) notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and

b) cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without

the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

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

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

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

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

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

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

19. PROPERTY RIGHTS

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

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

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

20. PERFORMANCE GUARANTEE

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

21. TERMINATION

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

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

b) Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

c) The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.

d) Supply of substandard materials/ services

e) Delay in delivery / installation / commissioning of services.

f) Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.

g) If deductions of penalty exceeds more than 10% of the total contract price.

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

a) A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;

b) The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

c) The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise

d) An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.

e) The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

Effect of termination

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

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

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

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

22. CORPORATE AUTHORITY

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

23. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

ARBITRATION

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

b) If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such

informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.

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

d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

e) The place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

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

24. AUDIT

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

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

25. LIMITATION OF LIABILITY

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

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

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

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

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

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

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

27. INDEPENDENT ARRANGEMENT

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

28. SUBCONTRACTING

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

29. ASSIGNMENT

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

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

30. NON – SOLICITATION

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the

services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

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

31. VICARIOUS LIABILITY

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

32. FORCE MAJEURE

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

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

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

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

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this

Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

33. MISCELLANEOUS

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

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

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

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief General Manager (IT)

Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra (East), Mumbai- 400051

ATTN: Assistant General Manager (IT)

If to the … ……………………………..

Address_____

ATTN: _____

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

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

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

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

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

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

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

Signed and Delivered by the within named

For Bank of Baroda   For

_____   _____

Name: **Name:**

Designation: **Designation:**

Witness 1 :   **Witness 1 :**

Witness 2 :   **Witness 2 :**