



**Request for Proposal for  
Empanelment of vendors for Supply, Installation &  
Maintenance of HPE Unix Servers and its  
components**

**Bank of Baroda**

**RFP Number: BCC:IT:PROC:116:10**

**11<sup>th</sup> July 2024**

**[A] Important Dates:**

#	Particulars	Timeline
1	<b>RFP Issuance Date</b>	<b>11<sup>th</sup> July 2024</b>
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> <li>1. Mr. Deepak Mehra</li> <li>2. Contact No. - 022-68450849 / 0845</li> <li>3. <b>Email:</b> <a href="mailto:it.procurement@bankofbaroda.co.in">it.procurement@bankofbaroda.co.in</a></li> <li>4. <b>Postal Address:</b> The Chief Manager (IT Procurement), Bank of Baroda, Kohinoor Square, 6th Floor, Room No. 603, N.C. Kelkar Marg, R.G. Gadkari Chowk, Shivaji Park, Near Sena Bhawan, Dadar (West), Mumbai – 400028.</li> </ol>
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	20 <sup>th</sup> July 2024 by 5.00 PM
4	Pre-bid Meeting & Venue details	<ul style="list-style-type: none"> <li>• Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on <b>22<sup>nd</sup> July 2024 at 03:00 PM.</b></li> <li>• Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:it.procurement@bankofbaroda.com">it.procurement@bankofbaroda.com</a> by <b>20<sup>th</sup> July 2024 by 5.00 PM</b> along with pre-bid query.</li> <li>• Meeting Link: <a href="https://teams.microsoft.com/L/meetup-join/19%3ameeting_NmFlMmQ2YjQtZjdjYi00MmVmLTk2ODEtZjg5ZTg5ZDRjNjIj%40thread.v2/0?context=%7b%22id%22%3a%22be73ba9d-1d9a-4698-b9ae-6d5eab36e08e%22%2c%22oid%22%3a%22b4525c7b-818b-4136-99c7-037c86e4c956%22%7d">https://teams.microsoft.com/L/meetup-join/19%3ameeting_NmFlMmQ2YjQtZjdjYi00MmVmLTk2ODEtZjg5ZTg5ZDRjNjIj%40thread.v2/0?context=%7b%22id%22%3a%22be73ba9d-1d9a-4698-b9ae-6d5eab36e08e%22%2c%22oid%22%3a%22b4525c7b-818b-4136-99c7-037c86e4c956%22%7d</a></li> </ul>
5	Last Date & Time of Submission of bids	<b>3.00 PM on 1<sup>st</sup> August 2024</b> Mode: Online on URL: <a href="https://bobtenders.eproc.in">https://bobtenders.eproc.in</a>
6	Eligibility Bid Opening Date	<b>3:30 PM on 1<sup>st</sup> August 2024</b> Mode: Online on URL: <a href="https://bobtenders.eproc.in">https://bobtenders.eproc.in</a> <ol style="list-style-type: none"> <li>1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams)</li> <li>2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on <a href="mailto:rfp.it.procurement@bankofbaroda.com">rfp.it.procurement@bankofbaroda.com</a> id after RFP submission time is over.</li> </ol>
7	Technical & Commercial Bid	<b>The technical and commercial quotes are <u>not required</u> to be submitted at the time of tender submission by the vendors.</b> Technical and Commercial quotations will be invited by Bank from empaneled vendors only as per the requirement.
8	Bid Security (Earnest Money Deposit)	Rs. 10,00,000/- (Rupees Ten Lakh Only)

9	Security Money Deposit (for successful vendors only)	Rs. 10,00,000/- (Rupees Ten Lakh Only)
10	Mode of bid submission & online portal's URL	Mode: Online URL: <a href="https://bobtenders.eproc.in">https://bobtenders.eproc.in</a>
11	All letters must be addressed to the	Chief General Manager IT Bank of Baroda, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai-400051.
12	Support details of Online Portal facilitator	Helpdesk Contact No. 0124-4302033/36/37 Email: <a href="mailto:bobsupport@c1india.com">bobsupport@c1india.com</a> .

## [B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, vendor means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. ATP means Acceptance Test Procedure
8. AMC means Annual Maintenance Contract
9. SLA means Service level Agreement
10. NDA means Non-Disclosure Agreement
11. BOM – Bill of Material
12. SI – System Integrator
13. OSD - Original Software Developer
14. Annual Technical Support (ATS)
15. Central Vigilance Commission (CVC)
16. One Time Cost (OTC)
17. Total Cost of Ownership (TCO)
18. EMD – Earnest Money Deposit

## Confidentiality:

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

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## 1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8,100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.

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 RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for Empanelment of vendors for Supply, Installation & Maintenance of HPE Unix Servers and its components for a period till 31<sup>st</sup> December 2025.

## 2. Project overview and scope

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Bidder for Empanelment as vendors for Supply, Installation & Maintenance of HPE Unix Servers and its components for a period till 31<sup>st</sup> December 2025.

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 scope of work as mentioned in Annexure 14. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

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.

## 3. Empanelment period

The eligibility qualified bidders will be empanelled for a period till 31<sup>st</sup> December 2025 from the date of empanelment letter issued by the Bank. If the product is offered for sale by the OEM - HPE, Bank may, at its discretion, extend the empanelment period by an additional one year.

The review of Panel may be conducted at an interval decided by the Bank, and the Bank may revisit any of the condition of this empanelment during review. The review process may be limited to the existing panel of Vendors and/or if considered necessary, Bank may adopt open RFP/Tender process to empanel new Vendor(s). The Bank at its discretion can remove any of the Vendors from its panel based on the review and user feedback.

Vendor has to submit Annexure 19 - Annual Eligibility Evaluation Form during the contact period annually during the contract period.

## 4. Contract Period

The Contract with the selected vendor will be valid for a period of 5 years plus delivery and installation timeline from the date of the acceptance of purchase order by the vendor.



The contract with the successful vendor/s will be deemed completed only when all the items and contracted services by the Bank are provided in good condition, installed, implemented, tested, maintained and accepted along with the associated documentation provided to Bank personal as per the requirement of the contract executed between the Bank and the successful vendor/s.

Those Bidders who are empanelled and do not submit the commercial quote as and when required by the Bank, Bank has the discretion to disqualify them from empanelment process and thereafter the said bidders may not be eligible to participate in any of banks requirement during the empanelment period. This criteria will be relaxed if the bidder is not able to submit the bids on account of compulsions restricting to technical feasibility and / or regulatory restrictions subject to a letter from the bidder on his letter head signed by the authorized signatory providing the details / reasons of non-submission and Bank agreeing to the mentioned reason.

The empanelled vendors need to submit the commercials against the Bank's requirement and the L1 bidder (lowest quote) would be decided based on Commercial bid evaluation process. The commercial bid evaluation would be based on territory wise "Total Cost of Ownership" ('TCO') basis and the key considerations of the TCO would be the total payouts for entire period for which commercials called by Bank.

## 5. Pre-Qualification for Submission of Bid

The bidders satisfying the eligibility conditions (mentioned under Annexure 02) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in Annexure 14, may submit their bid on or before the time line stipulated in the [A] Important Dates.

Bank will not accept the bid through any other mode except online eProcurement portal. Detailed guidelines for submission details are mentioned under Annexure 01.

## 6. Bid Security / Earnest Money Deposit (EMD)

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

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

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit. No interest shall be paid on Bid security money deposit to unsuccessful Bidders

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





- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
  - To comply with any other condition precedent to signing the contract specified in the RFP documents.

## 7. Exemption for EMD amount

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Start-ups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are start-ups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" (Annexure 06) accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE/Start-up firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.

## 8. Security Deposit

The empanelled vendor has to deposit with the Bank an amount of Rs. 10,00,000/- towards security deposit as provided in Annexure 16 for the entire period of empanelment plus 3 months, within 30 days from the date of letter of empanelment.

Bid security (money deposit or bank guarantee) will be discharged upon the vendor furnishing the Security Deposit Money.

The Bid security Money of the successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the vendor fails to furnish Security Deposit Money within 30 days from the date of Empanelment Letter for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

## 9. 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 is found technically eligible as per Technical Specifications, 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 Technical Specifications, then Commercial bids of all technically eligible bidders will be opened.

## 10. Performance Guarantee

The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format mentioned under Annexure 17 to the extent of 5% of the contract value valid 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 scheduled commercial bank in India only, other than Bank of Baroda.

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

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and Bid Security / Earnest Money Deposit submitted by the Bidder will be forfeited.

## 11. Payment Terms

IT Department, BCC will place the orders and delivery will be at our Branches / administrative offices across the country as per the orders placed. The successful vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

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

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

- 70% of the total cost on delivery of HW / SW plus 100% of GST at actuals.
- 20% of total cost after one month of successful installation and satisfactory functioning.

**SNR case** - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor's 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. However, in such a case the successful



vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. 20% of the payment total cost after two months on delivery of hardware.

- Balance 10% of the delivered products cost would be payable on completion of 5 years warranty period or against bank guarantee in the format as specified in Annexure 18 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of 63 months.

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

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

The invoices for claiming the payment should be submitted along with the following documents:

As a part of handover process a complete handover sheet needs to be submitted by the vendor after filling the necessary details as provided by Bank. The invoices for claiming the payment should be submitted along with:

#### **A. For 70% Payment Claim**

- Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value.
- Original delivery Challans with BOM dully stamped and signed by the Bank Official.
- Insurance certificate
- Confirmation letter from OEM mentioning the serial number of the product and that the HW supplied is under Five years back to back warranty.
- Manufacturer's guarantee certificate and in-house inspection certificate
- Complete inventory details along with Serial Numbers of Hardware and related software (i.e. Operating System etc. if any)
- Service Level Agreement and Non-Disclosure Agreement on Stamp Paper as per article 63 Works Contract of Maharashtra Stamp Act.

#### **B. For 20% Payment Claim**

- Original Installation Report dully stamped and signed by the Bank Official along with the signature of the engineers of vendor.
- 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.
- Complete inventory details along with Serial Numbers linked with Asset Tag of Hardware delivered against each PO at ordered delivery locations.

#### **C. For 10% Payment Claim**

- Against Original Bank Guarantee of scheduled commercial public sector bank, other than Bank of Baroda, for three years and three month (i.e. three month beyond the warranty period).

## **12. Sub - Contracting**

The selected vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

## **13. Service Level Agreement and Non-Disclosure Agreement**

The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 22), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any, shall be borne by the successful bidder as per article 63 Works Contract of Maharashtra Stamp Act.

## **14. Compliance with Laws**

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

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

## **15. Termination**

Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.

## **16. Grievance Redressal and Dispute Resolution**

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief General Manager (IT) at [cgm.it.bcc@bankofbaroda.com](mailto:cgm.it.bcc@bankofbaroda.com). It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief General Manager (IT)  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51

## **17. Dispute Resolution**

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

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

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

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.

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

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.

## **18. Governing Laws**

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



## 19. Prevention of Corrupt and Fraudulent Practices

Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

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

As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as mentioned under annexure 21 of this RFP.

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

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.

## 20. 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 11 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.

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.

## 21. Authorized Signatory

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

## 22. The bid submission by related parties

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

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

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

### **23. Right to Reject Bids**

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

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

Further Bank reserves the rights to:

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

### **24. General Terms and conditions**

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

identified by the Bank, after completion of the selection process as detailed in this document.

- 24.2 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 24.3 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.
- 24.4 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 24.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 24.6 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 24.7 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 24.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 24.9 Acceptance of Terms: the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document
- 24.10 Only one submission of response to RFP by each Respondent will be permitted.
- 24.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 24.12 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.





- 24.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 24.14 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 24.15 All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgement of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 24.16 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 24.17 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 24.18 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 24.19 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 24.20 Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 24.21 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 24.22 Bidder should submit their Eligibility Bid and Technical & Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document. Technical & Commercial Bid - (As per format provided by bank at the time of seeking commercials for individual requirements during empanelment period).



- 24.23 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.
- 24.24 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 24.25 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 24.26 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 24.27 The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 24.28 Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank’s requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 24.29 Vendor must furnish requirements as per the formats provided in the RFP document.
- 24.30 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 24.31 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.
- 24.32 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 successful Vendor free of cost.

- 24.33 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 24.34 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 24.35 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 24.36 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 24.37 By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 24.38 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 24.39 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

- 24.40 The bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
  - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 24.41 The execution, delivery and performance under an Agreement by bidder:
- ▶ Will not violate or contravene any provision of its documents of incorporation;
  - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
  - ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 24.42 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 24.43 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 24.44 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 24.45 The Bank reserves the right to extend the dates for submission of responses to this document.
- 24.46 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.
- 24.47 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 24.48 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

- 24.49 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 24.50 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 24.51 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 24.52 The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 24.53 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 24.54 Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.

## **25. Information Confidentiality**

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in



the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

## **26. Disclaimer**

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

## Annexure 01 – Guidelines for bid submission details

Bidders shall mandatory upload following documents signed / digitally signed by their authorized representative.

S #	Section Heading	Performa Given
1	Eligibility criteria compliance with bidder comments	Annexure 02
2	Declaration / undertaking from bidder regarding applicability of restrictions on procurement from a bidder	Annexure 03
3	Bid Security (Earnest Money Deposit) from Bidder: <ul style="list-style-type: none"> <li>• Transaction details in case paid through electronic mode (Annexure 04)</li> <li>• Original Bank Guarantee (in the format Annexure 05)</li> <li>• Bid Security Declaration in case of exemption (Annexure 06)</li> </ul>	Annexure 04/05/06
4	Letter of Undertaking from the Bidder	Annexure 07
5	Conformity Letter from Bidder	Annexure 08
6	Letter of Undertaking from OEM	Annexure 09
7	Undertaking of Information Security (Bidder & OEM)	Annexure 10
8	Executive Technical Summary – Detailed Project proposal with execution plan, Data sheet of the product offered along with Escalation Matrix etc.	Bidder to provide
9	Project Scope: Bidder to provide compliance of Project scope of work (submitted with pages properly numbered, each page signed and stamped)	Annexure 14
10	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative)
11	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
12	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide
13	Declaration/ undertaking from bidder to comply with the Information and cyber security controls	Annexure 11
14	Bidder to provide undertaking of Information/Cyber-Security Measures/Controls	Annexure 12
15	Bidder to provide Certificate for Local Content	Annexure 20
16	Integrity pact (Dully Signed and Stamped by Authorized Signatory on valid <b>non-judicial stamp paper of minimum Rs. 600/-</b> )	Annexure 21
17	Service Level And Non-Disclosure Agreement Format (without Stamp duty) from Bidder	Annexure 22

## **Instructions to Vendors - E Tendering**

Bank of Baroda e-Procurement Portal: An e-tendering portal of Bank of Baroda introduced for the process of e-tendering which can be accessed on <https://bobtenders.eproc.in> .

### **ACCESSING / PURCHASING OF BID DOCUMENTS :**

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in tendering portal of Bank of Baroda. Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com)
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>) to have a user ID & Password.
- The amendments / clarifications to the tender, if any, will be posted on the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at Prasar Bharati e-Tendering Portal (<https://bobtenders.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support 08 AM to 08 PM , 365 days except Bank & National holidays Ph: 0124-4302033/36/37, [bobsupport@c1india.com](mailto:bobsupport@c1india.com).
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Bank of Baroda nor C1 India Pvt. Ltd will be responsible for such eventualities.



## Annexure 02 – Bid Evaluation Terms

### 1. Evaluation process

The competitive bids shall be submitted in two stages:

- Stage - 1 (for empanelment) - Eligibility Bid
- Stage - 2 (from empaneled vendors after closure of RFP process & during the empanelment period) – Technical & Commercial Bid

### 2. 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.

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

#### A. Eligibility Bid Evaluation

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

Eligibility Criteria Compliance to be directly met by the Bidder and OEM

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
<b>A</b>	<b>General</b>		
1	The bidder should be either a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years (as on RFP date).		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must be in business of Supply, Installation and Maintenance of HPE Server in India at least for a period of last three years. (As on RFP date)		Documentary Proof of order / contract copy / customer credentials.
3	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 2 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder).

4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.		Letter of undertaking (self-certified letter signed by authorized official of the bidder)
5	The Bidder and OEM are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder and OEM are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 03 and  Copy of certificate of valid registration with the Competent Authority(If applicable)  (signed /Digitally signed documents from authorized representative of bidder & OSD\ OEM)
6	Bidder needs to confirm that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.  Bidder also undertakes to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.		Letter of confirmation (self-certified letter signed by authorized official of the bidder).
<b>B</b>	<b>Financial</b>		
1	The bidder must have registered average annual turnover of Rs. 90 Crore (MSEs / Start-ups - 30 Crore) or above during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies) from Indian Operations.		Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.  Certified letter from the Chartered Accountant (CA) clearly mentioning



			<p>Turnover, Net Profit (After Tax) and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p><b>Valid documentary proof for MSE / Start-up to be submitted</b></p>
2	<p>OR</p> <p>The bidder must be net profit-making entity continuously for the last three financial years – 2020-21, 2021-22 and 2022-23</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> <p>Certified letter from the Chartered Accountant (CA) clearly mentioning Turnover, Net Profit (After Tax) and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>
3	<p>The Bidder should authorize partner of HPE in India at least for the last 3 years (as on RFP date).</p>		<p>Letter of confirmation from OEM (Should be on company letter head and must be signed by an authorized official only)</p>
4	<p>Bidder should have received ISO 9001</p>		<p>Copies of relevant Certificates</p>
<b>C</b>	<b>Experience &amp; Support Infrastructure</b>		
1	<p>The bidder should have Supplied, installed and supported Min. 10 no's of Unix based Servers in the past three years to various Commercial Banks / Financial Institutions / Govt. Organizations in India.</p>		<p>Documentary Proof of order / contract copy / customer credentials.</p>
2	<p>Bidder must ensure that the product to be supplied will not be End of Support in</p>		<p>Letter of undertaking</p>

	next 5 years.		from the OEM.
3	Bidder should be able to replace the faulty hardware within 4 hours from the time of incident reporting. (only in Mumbai & Hyderabad).		Undertaking from OEM to have adequate stock of spares in Mumbai and Hyderabad of all items supplied and should be able to replace the faulty hardware within 4 hours from the time of incident reporting.
4	Bidder should have direct support offices in Mumbai and Hyderabad. Bidder should have Pan-India support structure.		Letter of confirmation from Bidder

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

**Note:** In case the bidding company / firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.

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 technical and commercial bids of only empaneled vendors will be opened. The date for opening of the technical and commercial bid would be communicated separately to the empaneled vendors. For future requirements Technical and Commercial quotations will be invited by Bank from empaneled vendors only as per the requirement and vendors are required to submit the commercials as per Bank's requirement.

## B. Technical & Commercial Bid Evaluation

The commercial quotes are not required to be submitted at the time of bid submission by the vendors. Commercial quotations with Technical Proposal will be invited by Bank from empaneled vendors during the period of empanelment based on Bank's requirements. The Technical requirement will be shared by Bank to the empaneled vendors. The empaneled vendors should be able to quote the same or higher model as per the Bank's requirement.

Those bidders who become empaneled and do not submit the commercial quotes on banks request will be disqualified from empanelment process and thereafter will not be eligible to participate in any of Banks requirement during the empanelment period. The Security Deposit submitted by the vendor will be forfeited. This criteria will be

relaxed if the bidder is not able to submit the bids on account of compulsions restricting to technical feasibility and / or regulatory restrictions subject to a letter from the bidder on his letter head signed by the authorized signatory providing the details / reasons of non-submission and Bank agreeing to the mentioned reason.

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

### **3. Commercial Bids Terms**

- a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation
- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.



- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder”.
- h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank’s interpretation will be final.
- i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

#### **4. Price Comparisons**

- a. The successful bidder will be determined on the basis of bid evaluation process as mentioned under Evaluation Criteria in this RFP document.
- b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.



- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies, GST etc. The Bidder shall provide the GST amount in the commercial bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
  - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

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

**“Format attached as Annexure in PDF File”**

**Annexure 04 – Bid Security / Earnest Money Deposit (EMD) Details**

**“Format attached as Annexure in PDF File”**

**Annexure 05 – Bid Security Form (Bank Guarantee)**

**“Format attached as Annexure in PDF File”**

**Annexure 06 – Bid Security Declaration by Bidder**

**“Format attached as Annexure in PDF File”**

**Annexure 07 – Undertaking from the Bidder**

**“Format attached as Annexure in PDF File”**

**Annexure 08 – Conformity Letter**

**“Format attached as Annexure in PDF File”**

**Annexure 09 – Letter of Undertaking from OEM**

**“Format attached as Annexure in PDF File”**

**Annexure 10 – Undertaking for Information Security**

**“Format attached as Annexure in PDF File”**

**Annexure 11 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls**

**“Format attached as Annexure in PDF File”**

**Annexure 12 – Information/Cyber-Security Measures/Controls for selected Service Provider**

**“Format attached as Annexure in PDF File”**





### Annexure 13 – Pre-Bid Queries Form

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

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

## Annexure 14 – Project Details Scope of Work

### Introduction

Bank based on the evaluation results will empanel the vendors who are meeting the eligibility criteria mentioned in Annexure 02 and also comply to supply the HPE Unix Servers and its components.

The commercially successful vendor among the empaneled vendors will have to deliver the hardware with the following scope:

1. Vendor should be capable of providing the HPE Unix Servers and its components for the period of December 2025 from the date of empanelment.
2. All hardware to be supplied with 5 years onsite comprehensive warranty. Warranty of the equipment will start from successful installation of the supplied hardware and sign off of the installation report from bank's team.
3. Supply, commission, install, test, configure and maintain the Unix based Servers and add on components, which are approved by the bank, at various locations identified by the bank. The vendor will also coordinate with Networking and application vendors and provide the necessary assistance for successful installation, integration and functioning of application.
4. Compatibility issues of sub-systems with Operating System, respective drivers, firmware, any other cards to be installed if required, are to be resolved by the vendor.
5. Break-fix support of supplied servers and Operating System upgrades for servers.
6. Timely proactive deployment of latest firmware versions / security patches in coordination with Bank's Managed Service Provider to ensure compliance not below N-1 level. Monthly Status reports are to be submitted towards current status and upgrade activity carried out during the quarter.
7. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed in the servers supplied by the vendor, the same should be done in coordination with Banks Managed Service Provider.
8. Bank's Managed Service Provider will provide configuration details & other inputs to the vendor for configuring the servers. Further the vendor has to support Bank's Managed Service Provider / Application vendor in installing the business applications.
9. The vendor should liaison with Bank's Managed Service Provider and provide service & support of the servers. The service calls will be logged by Bank's Managed Service Provider & the vendor need to support & service the same in coordination with them.
10. Bank will be procuring the said hardware from the successful vendor however the vendor should coordinate with the Bank's Managed Service Provider for providing necessary support for any break fix calls and other services.
11. Bank will have periodic review of technology. Vendor will supply the models approved as per technical aspects. In case any of the models becomes obsolete, then Vendor will provide the latest model available at no extra cost to Bank.
12. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same at the shifted location. Bank will bear transportation & transit

insurance cost only in respect of shifting for already installed machines. The warranty / AMC of the equipment will continue from the new location as the case may be & the vendor needs to provide service & support of the same from the new location.

13. All the parts of items supplied would be covered under comprehensive warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of vendor to fill up the gap.
14. Vendor should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 5 years for servers from the date of its supply.
15. Vendor has to guarantee minimum uptime of 99.9% and shall execute service level agreement for the same (However the required uptime shall be defined by the Bank at the time the commercials are invited from the empanelled vendors).
16. Vendor will generate the configuration / specification report from the Servers and present the printout of same along with installation report to the bank for their verification & record.
17. Vendor has to undertake BIOS upgrade wherever the requirement is felt by the Bank. Warranty / AMC would cover maintenance patches / bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any ordered for hardware.
18. Vendor has to co-ordinate and co-operate with the managed service provider for installation of Anti-Virus when the server is installed for the first time and thereafter resolution of virus related issues in coordination with the Bank's managed service provider.
19. Vendor should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards / ports, UPS, environmental conditions, illumination etc.
20. Vendor needs to provide their offer in case Bank desires for buy back of Servers which shall be at Bank's discretion in working / non-working condition at various locations of the Bank.
21. Vendor will have to ensure that the old Servers under the buyback will be taken to their respective plants and scrapped strictly under the "E-Waste (Electronic Waste) scrapping methods using ecofriendly processes authorized by the Pollution control board and as per the E-Waste management and handling rules issued by Ministry of Environment & Forests and other government agencies from time to time.
22. The system must be capable of scaling up at a later stage as and when required by the Bank.
23. To ensure that the installation & configuration of the servers supplied are in line with the banks hardware baseline document.
24. If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank.

25. The vendor's scope includes installation / reinstallation / deinstallation of the Operating System (procured by the Bank) in the servers supplied by the vendor.

Bank under the existing RFP will have the right to order HW / SW for its sponsored Regional Rural Banks (RRBs) & Bank's Subsidiaries and the vendor should be in a position to supply, install and support the HW / SW as per the requirement of Bank RRBs & Bank's Subsidiaries. The Purchase Order & Payment will be released by respective Regional Rural Banks (RRBs) & Bank's Subsidiaries.

### **Others Terms and Conditions applicable for empanel vendor's:**

#### **1. Prerequisite**

- a) Bidder should clearly mention any pre-requirements that need to be fulfilled by the Bank.
- b) Bidder should specify various infrastructure requirements and sizing which need to be provided by Bank for commissioning and smooth functioning of the proposed hardware/software through this RFP. However if any hardware need to be factored, the same should be provided with the solutions and as per BOQ.

#### **2. Compliance and Audit**

Bidder required to participate and comply with in various audits, regulatory requirements and certifications conducted by Bank, RBI, other agencies and various legal entities.

#### **3. License**

- a. Bidder shall provide all technical specifications, all necessary entitlements, papers of license, etc. for both hardware and software of all equipment covered in this RFP to the Bank.
- b. Bidder shall supply BANK with required licenses in the name of BANK to access and use the Software supplied through this RFP. Such licenses to access and use the software shall be non-exclusive, fully paid up, irrecoverable, and valid throughout BANK offices.
- c. Bidder must mention all feasible additional features can be activated on proposed appliance by purchasing additional license and must propose as optional
- d. All license in the solution should be perpetual (should not be subscription model)

#### **4. Project Management and Implementation**

- a. As per Bank's requirement, the bidder will arrange for team of experts for the proposed solutions to carry out trouble shooting if required, at the time of proof of concept and at the time of installation or in case of any issues with the installed devices in coordination with the Bank.
- b. Bidder should engage OEM's Professional Service for Designing/Deploying/Configuring/Implementing/Integration of the Solution at DC & DR.
- c. Bidder should ensure that engaged OEM's Professional Service resources should be deployed onsite at Bank's identified locations DC Mumbai and DC Hyderabad.
- d. Bidder has to engage their own resources along with Project Manager during the Project Implementation in phased manner, and should provide onsite team of required no. of skilled resources for implementation of solution during the contract period.



- e. Bidder must confirm that key project personnel to be deployed in this project have been sufficiently involved in similar past installations and have adequate experience thereof.
- f. Bidder should ensure Onsite Resources for Management and co-ordination.
- g. Bidder should coordinate with Bank MSP while implementing the project and during any point of time when ever issue is raised by the Bank.
- h. Bidder should clearly mention the Role and Responsibilities for the resources and Project Manager during the Project Management.
- i. Bidder should clearly mention the Responsibilities of the Parties for project Management and agreed by the Bank.
- j. Bidder should keep Bank informed, if any changes take place in the proposed solution
- k. Bidder should submit the escalation matrix for delivery, installation and support during the contract period, keep Bank informed, if any changes take place.

## 5. Scope of Work for Onsite support during implementation

The resident engineers have to perform the below mentioned (but not limited to) duties pertaining to the solution:

- a. The OEM's technical/implementation team should be an active part of the implementation team and should support throughout the solution implementation/project sign off, which should be provided without any additional cost.
- b. Overall management of the complete solution such as refinement of policies, creation of policies, configuration optimization or any changes/modifications to be done for enforcing Bank's policies, etc.
- c. Informing the Bank about the latest patches, OS/application versions, updates, signatures, etc. as and when released by the OEM and evaluating and applying the same as per their applicability in the Bank's environment as per Bank's policies/requirements.
- d. Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc. Reporting abnormalities to the Bank as and when observed/occurred.
- e. Preparing and submitting regular reports as and when required by the Bank.
- f. Troubleshooting day to day issues, faced by end users, pertaining to solution in coordination with Bank's Network integrator, security integrator, or other relevant teams/Bidders.
- g. Call logging and follow-up with the OEM or the successful bidder's support mechanism and escalation for resolution of all types of hardware, software, solution or application related issue for the solution.
- h. Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security Bidders of the Bank.
- i. Periodic Assessment of the solution for ensuring compliance and security hardening as per Bank's policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.
- j. Keep back up of log, configuration, data etc.

## 6. Handover Services



The handover services are the services provided by the bidder to Bank during the handover period of 15 days which will start after completion of operationalization of hardware to facilitate an orderly transfer of the Services to Bank and/ or Managed Service Provider of the Bank.

Active Components handover services, to be provided by Bidder to the Bank and/ or Bank designated MSP and shall include the following services but not limited to any manner:

1. Bidder shall suitably and adequately train the Bank's and its MSP team for fully and effectively manning, operating and maintaining the deliverables under this contract.
2. Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the deliverables under this RFP. Bidder shall provide all updated documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for the deliverables services. Such documentation shall include but not limited to:
  - a) Standard Operating Procedures of all the equipment's/ hardware/ software supplied and installed
  - b) Listing of all process being monitored with their monitoring frequency and
  - c) Documents as mentioned part "B. Documentation" of Scope of Work
3. Bidder shall provide inventory details for Hardware assets including licenses.
4. All trainings that the Bank feels are necessary to be imparted to the Bank or its designated Personnel/Bank designated MSP/vendor and at Bank designated locations. If Bidder feels that the training required to include OEMs trainer, the same should be arranged by Bidder without any additional cost to Bank.
5. Bidder agrees that the Transfer of Services to Bank and/ or Bank designated MSP/Vendor shall be completed within 15 days post the completion of Installation of Active Components, during which Bidder shall adequately supervise the hand-over of the various components of the Bidder's functions under this contract.
6. All the warranties held by or in the name of the Bidder shall be assigned or transferred "As Is" in the name of the Bank. Bidder shall execute any and all such documents as may be necessary in this regard with OEMs.
7. Bidder shall return all confidential information and will sign-off /acknowledge the return of such confidential information.
8. Bidder shall provide all other Services which form part of or inherited with this contract.
9. Bidder recognizes that considering the enormity of the Assignment, the Handover Services listed herein are only indicative in nature and Bidder agrees to provide all assistance and services required for fully and effectively handing over the Services provided by the Bidder under this Contract and subsequent Agreement.
10. Post-handover of services, the Bidder shall continue to provide necessary support and services during warranty and AMC period for all the components supplied and installed as per this contract including SLA.
11. Handover Process of hardware directly done by Bidder. During the contract period, if there is an upgrade done by Bidder and require a knowledge transfer on the process in to addition to existing process in place , The Bidder should provide such training on best practices to Bank's MSP/Vendor and be followed to support the hardware/software function smoothly.
12. Bidder, deploys the following process to be jointly, followed by Bank and MSP for

a smooth hand over of the hardware to Bank designated MSP team.

- Early engagement with Bank designated MSP team
- For a proper planning, Bank designated MSP proposes that critical information like proposed upgrade schedule, details about the proposed changes etc. to be shared with Bank designated MSP team in advance by Bidder.
- An early review of any the change by Bank designated MSP technical team including changes in hardware, software and services so that MSP team can perform impact analysis of the proposed change. MSP will also propose any changes to be required for optimal performance of the change. Documentation required for such an analysis by Bank designated MSP team to be provided by Bidder.
- Jointly define an acceptance criteria for the upgrade/change depending upon the nature of the upgrade/change
- Knowledge transfer phase activities
- Bank designated MSP and Bank will agree on the requirements for minor and major changes/releases.
- Mutually agree on the knowledge transfer schedule.
- Joint sanity checking by Bank designated MSP team and Bank/OEM/3P team to ensure the acceptability of the hardware changes/upgrade.
- In the event of performance issues or other critical issues are observed during sanity checking, the same has to be resolved by Bidder before Bank's Bank designated MSP can take up the support of the changed/upgraded application meeting the service level requirements.
- For complex upgrades/changes done to the existing hardware, a cool off period to be applied before SLA can be applied. This is over and above the 15 days knowledge transfer mandated in this contract. The need of the cool off period can be mutually discussed and agreed based on the complexity of the upgrade.

13. The scope of Bank designated MSP (Manage Service Provider) is to only coordinate and front end the data centre operations for the components supplied by Bidder.

During this handover Bidder would transfer all knowledge, knowhow and other things necessary for the Bank and / or its MSP to take over and continue to manage the all Active Components delivered under this contract. Bidder agrees that in the event of cancellation or exit or expiry of the contract, Bidder would extend all necessary support to the Bank or designated vendor as would be required.

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

## 7. Certifications

Bidder should submit the certifications from respective OEM post implementation of the proposed solution in the Bank's Environment is in accordance of Best practices and recommendations of respective OEM. The certifications should be arranged by Bidder without any additional cost to Bank.

## 8. Monitoring and Audit

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

## 9. General Conditions

- a. For installation & commissioning work, it shall be the responsibility of the Bidder to arrange and provide requisite tools, testing & measurement equipment and all other things required for carrying out the installation job industry practice and safety norms.
- b. The Bidder shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to Bidder's negligence shall be passed on the Bidder's account
- c. Bidder shall complete the entire work and make all the systems operational (Supply, Installation, Acceptance and handing over to Bank within stipulated timeline as mentioned in this RFP.
- d. The OEM support shall be on 24\*7\*365 basis.
- e. There will be an acceptance test by the Bank after installation of the hardware/software. In case of discrepancy, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants

## 10. Technical Proposal Attention Items

- a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
- c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.
- e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank.
- f) In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.
- g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.



- h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.
- i) Entire work specified in this RFP shall be carried out on Turnkey basis.
- j) As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the RFP or extra work required to be performed due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this RFP.
- k) All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

### **11. Service Levels and Uptime Guarantee**

For details, please refer to relevant annexure that provides the service levels and uptime requirement for the Hardware and Software.

### **12. Delivery**

The successful vendor shall deliver and complete installation as per project scope within a period of 6 weeks in totality from the date of placing of purchase order by the Bank. The delivery and installation as per the required scope needs to be completed as per the timelines mentioned.

Vendor will have to pay late delivery charges to Bank @ 0.5% of the purchase 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 10% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds the maximum percentage of 10%, Bank reserves the right to cancel the entire order.

Vendor shall be responsible for ensuring proper packing, delivery and receipt of the all deliverables. All sealed packs boxes to be opened in the presence of Bank of Baroda officials only.

Vendor shall deliver all the hardware together with associated underlying software, licenses, allied components etc. Any component has not been delivered or if delivered is not operational on account of which the equipment is not functioning, will be deemed / treated as non-delivery of the equipment thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery.

### **13. Installation & Implementation**

Installation at our Mumbai & Hyderabad locations, including unpacking of cartons/ boxes, will be the responsibility of the Vendor. Vendor will have to install the hardware and hand it over to Bank for acceptance testing within 2 weeks from the date of receipt of the hardware at our office and Bank's notification for installation of the same.

Vendor will have to pay late installation / implementation charges to the Bank @ 0.5% of the total Purchase Order Value per day or part thereof subject to maximum of 5% of the total purchase order value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor

### **14. Transportation and Insurance**

The commercial proposal submitted by bidder should be inclusive of cost for insurance and freight (c.i.f.) etc. However, the vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover shall be sole responsibility

of the vendor

till the acceptance of the Hardware items by Bank. The vendor should also assure that the product would be replaced with no cost to Bank in case insurance cover is not taken by them.

## 15. Warranty

The system and licenses should be covered under comprehensive on-site warranty for a period of five years with back-to-back support with the OEM. The support during warranty period shall be for all the hardware with associated underlying software, licenses, allied components etc. supplied.

Bidder will have to provide a post-installation warranty support as per the terms mentioned below:

- Comprehensive Warranty for 60 Months from the installation signoff date or 61 months from the date of the delivery whichever is earlier.

Bidder will have to upgrade the OS / Firmware (in case of requirement) during warranty period at no cost to Bank. Patch updation, security patch updates etc. to be done (as and when required) preferably quarterly / half yearly in coordination with the Bank / MSP team.

In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 5 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

In case of significant failures of specific component entire hardware/ equipment has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. Bidder is required to ensure that this kind of situation never arises.

The Bidders should ensure that the Goods supplied under the Contract are new, unused, of the most recent or current model and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Bidder further warrants that all hardware with associated underlying software, licenses, allied components and services supplied as part of this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the Bank's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods or Works in the conditions prevailing in the country.

Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed.

### Warranty should cover the following:

- a) The vendor shall always maintain the uptime requirement as mentioned under technical specification and provide replacement till completion of complete



resolution. The replaced equipment should be installed by the bidder at no extra cost to the Bank, so that normal job of the Bank may not get hampered.

- b) Warranty would cover updates/maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware.
- c) Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the bidder. Bank will not be responsible for any delays/violation from third party OEMs.

## **16. Acceptance Test (AT)**

AT shall comprise of completion of following activities:

- i. For each installed equipment and IR template should be prepared along with the technical specifications and its value as per quoted product.
- ii. Bank personnel will check the working system value against the product value before signing the acceptance of the installation of equipment
- iii. In case Bank is not satisfied with installation / configuration, party must reinstall and / or reconfigure the entire / partial solution.
- iv. Running of AT Schedule as per agreed AT Plan for systems

All the License document along with Manual of the equipment's installed should be duly submitted

## **17. Porting of application**

In case of servers are procured as replacement for existing servers them Bank's managed service provider will be responsible for porting applications to the supplied system, however the vendor needs to support the managed service provider for any hardware related support if required at no extra cost to the Bank

## **18. Pre-shipment Inspections**

Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may have to visit the factory site and the expenditure for the same will be borne by Bank

## **19. Affixing Asset Tags on HW Equipments**

It will be the responsibility of the successful vendor to affix the Asset tags on each server being supplied by them to the Bank. The Asset Tags so printed by the successful vendor must have the company's logo of the vendor along with other details like call logging no., mail id etc.. The asset tag details for the server would be mutually decided by the Bank and the successful vendor

## **20. Inspections and Tests**

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.

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.

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.

If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim.

No clause in "Inspection and Tests" clause shall in any way release the Bidder from any warranty or other obligations under this Contract.

### **21. Right to Alter Quantities**

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

## Annexure 15 – Service Levels

This Service Level Document is developed to provide Bank with optimal services rendered by the vendor.

Vendor should be capable of providing an uptime of 99.90% (during Warranty period), calculated on a quarterly basis. However the required uptime shall be defined by the Bank at the time the commercials are invited from the empaneled vendors.

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

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

**Total Available Time** - 24 hrs per day for seven days a week

**Unavailable Time** -Time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically.

For SLA purpose a quarter will be treated as 90 days. If the vendor fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty. If the uptime is below 99.9%, the Bank shall have full right to terminate the contract under this RFP.

### Penalty

The selected Vendor shall perform its obligations under the agreement entered into with the Bank, in a professional manner. In the event of failure of maintaining the uptime SLA and Warranty terms, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of break-down message over telephone / SMS or by e-mail / fax till the system becomes functional or standby is provided. The selected vendor will provide onsite service of the equipment (except spares) once every 3 months during the warranty period.

During the warranty and AMC period, for every fall of 0.1% above the permissible level of 99.90% (or as defined while seeking commercials) down time on quarterly basis, penalty will be levied @ 0.1% of the price of the machine subject to maximum 10% of the price of the machine per quarter.

The overall penalty on account of service level default is capped to a max 20% of the TCO value of that specific item.

These penalty charges will be deducted from the Bank guarantee offered as security deposit or from any Bill payable to the Vendor. Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the vendor under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

Note: If equivalent standby is provided that will not be considered as downtime to the maximum period of 7 working Days.

## Annexure 16 – Security Deposit

### BANK GUARANTEE

(format of bank guarantee in lieu of security deposit for empaneled vendors)

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

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 Empanelment Letter no. .... dated .....(hereinafter referred to as "EL") for .....

AND WHEREAS, in terms of the conditions as stipulated in the Empanelment Letter (EL) and the Request for Proposal document No. .... Dated ..... for ..... (hereinafter referred to as "RFP"), the vendor is required to furnish a Bank Guarantee 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 Empanelment Letter (EL) 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 EL /agreement 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 EL / agreement 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 EL/ agreement and RFP as the case maybe.

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.
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 EL/agreement 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 EL/agreement 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/s.

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 / assigned 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
14. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of

Branch Manager

Seal and Address

## Annexure 17 – Performance Guarantee

### **BANK GUARANTEE** (FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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

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

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

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

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

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

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



and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-.(Rupees

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

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



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

Dated this the ..... day of ....., 20.....  
For and on behalf of  
Branch Manager  
Seal and Address

## Annexure 18 - Bank Guarantee for early release of retention money

### BANK GUARANTEE (FORMAT OF BANK GUARANTEE)

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400051

Dear Sir,

WHEREAS ..... (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 .....

#### <details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs. ..../- (Rupees ..... only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Nationalized Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs. ..../- (Rupees ..... only) representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we ..... (Bank) having our head office at ..... and amongst other places, a branch at ..... (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we ..... (bank) shall on demand, pay BOB without any demur Rs. ..../- (Rupees ..... only) and notwithstanding any right the vendor may have against BOB or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the vendor, indulgence shown to the vendor by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.





4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.
- (b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.
- (c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.
6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.
7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to BOB in respect of the said contract.
8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.
9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:
  - a) Our liability under this Bank Guarantee shall not exceed Rs. ....../- (Rupees ..... only)
  - b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) 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 \_\_\_\_\_ (three months after the date of expiry of the warranty).
  - d) The guarantor has under its constitution powers to give this guarantee and Shri. .... (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this ..... day of..... 20..... at .....

For and on behalf of..... (Bank).

Authorised Signatory ..... in favor of the Bank

Designation .....

**Annexure 19 - Annual Eligibility Evaluation Form during the contact period**

***(This letter should be submitted by Successful Empanelled Vendor every year on co.'s letterhead duly signed by an authorized signatory)***

**Re: Request for Proposal for Empanelment of vendors for Supply, Installation & Maintenance of HPE Unix Servers and its components.**

1. Name of the Vendor:
2. It is hereby certified that:
  - a. We continue to be engaged in the field of HPE servers.
  - b. There is no change in status of eligibility criteria / technical criteria furnished by us at the time of empanelment.
  - c. Our Company has achieved turnover of Rs.\_\_\_\_\_ crore and net profit of Rs.\_\_\_\_\_ during last financial year ended.
  - d. Our company has not been blacklisted / debarred by any Statutory or Regulatory Authorities since submission of our last declaration.
  - e. We continue to agree with the terms and conditions of empanelment vide Bank's letter No. \_\_\_\_\_ dated \_\_\_\_\_ laid down by the Bank

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Enclosed:

- i. Reference Letters / purchase order received during last one year enclosed
- ii. Audited copies of financial year related to this year are enclosed

## Annexure 20 – 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 21 – Integrity Pact

### PRE CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT ON NONJUDICIAL STAMPED PAPER)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_,

Between,

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as "BOB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

.....hereinafter referred to as "The Bidder"

### Preamble

BOB is a one of the nationalized PSU Bank having its presence through its 8100+ of number of branches and 95+ administrative offices throughout India and 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers / vendor.

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

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

### Section 1 - Commitments of BOB

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

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

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution

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

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

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

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

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

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

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

### **Section 6 - Equal treatment of all Bidders / Subcontractors**

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

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

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

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

- 1) The BOB has appointed competent and credible Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) the task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- 5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

### **Section 9 Facilitation of Investigation**

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

### **Section 10 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded.





Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

**Section 11 - Other provisions**

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

\_\_\_\_\_

(For & On behalf of the BOB)

(Office Seal)

Place-----

Date-----

Witness1:

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

Witness2:

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

\_\_\_\_\_

(For & On behalf of Bidder)

(Office Seal)

## Annexure 22 – 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, Bandra Kurla 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 8400+ branches in India and around 100+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider Empanelment of vendors for Supply, Installation & Maintenance of HPE Unix Servers and had invited offers.

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

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

### NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

#### 1. DEFINITIONS

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

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

## 2. TERM

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

## 3. SCOPE OF SERVICE

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I (Scope of Work) 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

Service Provider 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

<https://www.bankofbaroda.in/customer-support/policy-documents>

## 6. INFORMATION / CYBER SECURITY MEASURES / CONTROLS

Service Provider needs to provide an undertaking on their letter head as per Annexure 17 of related RFP 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 SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Service providers have to ensure that outsourced critical IT service is 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 Service Provider must abide with all clauses of Bank's Cyber Security Controls Signed as Annexure 17 submitted as part of the bid document (attached here as annexure).

## 7. DELIVERY

As per the RFP terms

## 8. 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.

## 9. 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.

## 10. PAYMENT TERMS

As mentioned above.

## 11. 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.

## 12. 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.

### **BACKGROUND CHECKS:**

The Service Provider shall provide Background Check Report of all the resources deployed on the Bank of Baroda project on the Bank's premises within 1 month from the date of onboarding on the project. For subsequent deployment of resources during the contract period, onboarding of the resource to be done preferably after Background check, however not later than 1 month from the date of onboarding.

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 labor 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.
- xii. Shall ensure that it is complying with applicable guidelines issued by RBI on outsourcing of IT services vide master direction note no: RBI/2023\_24/102DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- xiii. Shall confirm that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.

Service provider also undertakes to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives

### **13. 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.

#### **14. INDEMNITY**

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

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

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design,

copyright, trade secret, mask work or trademark in the country where the Deliverables and Services are used, sold or received, the Bank:

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

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

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

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

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

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

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

## 15. 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.

## 16. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs \_\_\_\_\_/- (Rupees \_\_\_\_- \_\_\_\_\_ Only) in favor 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.

## 17. TERMINATION

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

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

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

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

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any

subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

### **Effect of termination**

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank

may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

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

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

Upon the termination or expiry of this Agreement:

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

### **18. 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.

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

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

### **ARBITRATION**

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/director are unable to resolve the dispute after thirty days from the



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

- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be\_\_\_\_\_. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

## 20. 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.

## 21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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 be applicable in case the recruitment is done through public advertisement.

## **27. 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.

## **28. 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

## 29. 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, Bandra Kurla 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 :**

Undertaking	Digital Signature of Bidder
We M/s _____ hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and Annexure Document.	

Note: Bidder authorized representative must digitally signed RFP document or duly sealed and signed on all the pages of the RFP document.