



**REQUEST FOR PROPOSAL (RFP) for Supply,
Implementation and Maintenance of Thales
payShield 10K HSM with 5 Years warranty**

Bank of Baroda

Bid Number: GEM/2024/B/5368575

06th September 2024



[A] Important Dates:

Schedule of RFP		
A.1	RFP Issuance Date	06th September 2024
A.2	Pre-Bid Meeting details	<ul style="list-style-type: none">○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 13th September 2024○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com by 12th September 2024 along with pre-bid clarification.○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
A.3	Last Date of Submission of RFP Response (Closing Date)	27th September 2024 @ 03:00 PM
A.4	Eligibility and Technical Bid Opening Date	27th September 2024 @ 03:30 PM
A.5	Commercial Bid Opening	Bank will open the commercial bids of only those bidders who qualify in the eligibility and technical bid evaluation.
A.6	Bid Security / EMD (Earnest Money Deposit)	Rs. 10,00,000/- (Rupees Ten Lakh only). MSE / Startups and others will be exempted from EMD submission as per Govt. of India and/or GeM guidelines.
A.7	Mode of bid submission	Mode: Online URL: Government e Marketplace (GeM)
A.8	Support details of GeM Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
A.9	RFP Coordinator details (Bank)	Mr. Sanjay Yadav, Manager (IT) Contact No.: 022-68450836/844, Email: rfp.it.procurement@bankofbaroda.co.in Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, 603-604, 6 th Floor, Kohinoor Square, Opp. Shiv Sena Bhavan, N.C. Kelkar Marg, Dadar (West), Mumbai – 400028.



[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
6. Support means Support & Services to be provided as part of the Scope of Work
7. SLA means Service level Agreement
8. AMC means Annual Maintenance Contract
9. MSP means Managed Service Provider of the Bank for Data Centre
10. Original Platform Developer (OPD)
11. Annual Technical Support (ATS)
12. Application Programming Interface (API)
13. Banking, Financial services and Insurance (BFSI)
14. Central Vigilance Commission (CVC)
15. Customer Relationship Management (CRM)
16. Data Center (DC)
17. Data Recovery (DR)
18. Earnest Money Deposit (EMD)
19. One Time Cost (OTC)
20. Proof of Concept (POC)
21. Single Person of Contact (SPOC)
22. Original Software Developer (OSD)
23. Total Cost of Ownership (TCO)
24. Bill of Material (BOM)
25. Mobile device management (MDM)
26. Customer Managed Keys, or CMK

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 8200+ branches/offices in India and 95+ branches/offices overseas including branches /offices 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 Selection of vendor for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty.

2. Project overview

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 Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the technical requirement as mentioned in Annexure 12. 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. Contract period

The Contract with the selected vendor will be for a period starting from date of the Purchase Order till -5- year from the Installation Sign-off date given by Bank officials. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Vendor. After completion of contract period, Bank may extend/renew the contract for further period on mutually agreed terms & conditions and AMC rate.

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 12, may submit their bid through Government e Marketplace (GeM) on or before the last date of bid submission.



Bids submitted by any other means other than bid submission in Government e Marketplace (GeM) will not be accepted by the Bank. The detail guidelines for submission details are mentioned under Annexure 01.

5. 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 timeline 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.

6. 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.



7. Bid Security (Earnest Money Deposit)

Bidders are required to provide an earnest money deposit (EMD) of an amount as mentioned in “[A] Important Dates” at the time of submission of bid. The proof of the same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or a Bank Guarantee (Annexure 05) of an equal amount issued by a Schedule 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 and no interest shall be paid on Bid security money provided by the vendor. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

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

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

8. Exemption for EMD amount

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE/Startup firms which



are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.

Since RFP is being floated on GeM Portal, Bid Security related exemptions as specified in clause 4, Section xiii, Sub-section 'm' of GeM GTC are applicable as the case may be.

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 Class-I/Class-II local content certificate for the quoted product.

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 as provided in Annexure 16 to the extent of 5% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

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 (EMD) submitted by the selected vendor will be forfeited.

11. 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.

12. 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 contains 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.

13. 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.

14. 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

15. Grievance Redressal

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. 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

16. 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.

17. 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

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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.

18. 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.

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.

19. 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.

20. 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.

21. 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 Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

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

Debarment from bidding means (Refer 151 of GFR 2017):

A bidder shall be debarred if he has been convicted of an offence—

a) Under the Prevention of Corruption Act, 1988; or

b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

I. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

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- II. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- III. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

22. General Terms and conditions

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. 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.
- 22.5. 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.
- 22.6. 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.
- 22.7. 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.

- 22.8. 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 acknowledge 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.
- 22.9. 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
- 22.10. Only one submission of response to RFP by each Respondent will be permitted.
- 22.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 22.12. 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.
- 22.13. 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.
- 22.14. 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.
- 22.15. All responses received after the due date/time would be considered late and would be liable to be rejected. Govt GeM portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 22.16. 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.
- 22.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 22.18. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the RFP Coordinator. 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.

- 22.19. 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.
- 22.20. 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.
- 22.21. 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.
- 22.22. Bidder should submit their Eligibility Cum Technical and Commercial bids through online GeM portal.
- 22.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 22.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 22.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 22.26. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 22.27. Based on the Bank's requirements as listed in this document, the bidder should



identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

- 22.28. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 22.29. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 22.30. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 22.31. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 22.32. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 22.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 22.34. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 22.35. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The



bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

22.36. the bidder covenants and represents to the Bank the following:

- ✓ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- ✓ It has the corporate power and authority to enter into Agreements and perform its obligations there under.

22.37. The execution, delivery and performance under an Agreement by bidder:

- ✓ Will not violate or contravene any provision of its documents of incorporation;
- ✓ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- ✓ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

22.38. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

22.39. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders

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

22.41. The Bank reserves the right to extend the dates for submission of responses to



this document.

- 22.42. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 22.43. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 22.44. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 22.45. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 22.46. Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 22.47. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 22.48. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the



right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

- 22.49. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 22.50. 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.
- 22.51. Service Provider shall provide Police verification report of all the resources deployed (if any) on the Bank of Baroda project on the Bank's premises within 1 month from the date of on boarding on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after police verification, however not later than 1 month from the date of on boarding.

23. Information/Cyber-Security Measures/Controls for selected SP:

The Bidder and third-party Service Provider (SP) need to provide an undertaking on their letter head as per Annexure 18 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 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 must 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.

24. 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.

25. Indemnity

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

The Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP/RFQ 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, provided the Bank:

- ▶ Notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- ▶ Cooperates with the Bidder in the defense and settlement of the claims.

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder 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 Bidder, 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 Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or
- ▶ any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder 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 RFP and subsequent agreement by the Bidder.

In the event of successful bidder 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 bidder under this project.

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

26. Confidentiality

The bidder acknowledges that in the course of performing the obligations under this Tender and subsequent Agreement, it shall be exposed to or acquire information of the bank, which the bidder 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 Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder 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 bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.

- b) Bidder 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 Bidder
- c) Bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d) Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder 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 Bidder or its affiliates.
- e) Bidder 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) Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the 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 Bidder at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Bidder 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 Bidder 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 or Confidential Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary or Confidential Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

The confidentiality obligations shall survive the expiry or termination of the RFP agreement between the bidder and the Bank.

27. Assignment

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

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

28. Information Ownership

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

29. Sensitive Information

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

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

30. Privacy and Security Safeguards

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



of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

31. Force Majeure

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

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

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

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

32. Termination

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

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

- ▶ Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ▶ if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank; or
- ▶ This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
- ▶ The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;



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

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

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

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

- ▶ All the undisputed fees outstanding till the date of termination.
- ▶ the Reverse Transition Fees payable as per reverse transition plan; and
- ▶ Provided the Payment is made only after Reverse Transition Services are provided.

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

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

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



33. Contract Review and Effect of Termination

The Bank desires to appoint the Managed Service Provider for a total period of 1 year, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safeguard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

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

- ▶ Procedures for transition and migrating to the new Managed Service Provider
- ▶ Time frame for parallel run
- ▶ Skill transfer mechanism and in specific cases the human resources requirement

34. Order / Contract Cancellation

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

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

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- ▶ The amount of penalties has exceeded the overall cap of 10% of the yearly contract value in any year during the contract period.
- ▶ Failure of the vendor make good the situation within the remedy period
- ▶ The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.
- ▶ The selected vendor 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 tender.



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

35. Limitation of Liability

Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP 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.

Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, 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.

"Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

"Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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 vendor as part of procurement under the RFP.

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

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

36. Visitorial Rights

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



37. Inspection of Records

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

38. Publicity

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

39. Solicitation of Employees

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

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

40. Notices and other Communication

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

Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender



has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

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

41. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

42. Violation of Terms

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

43. Cumulative Remedies

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

44. Severability

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

45. 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 and Submission Details

Eligibility and Technical bid must contain the following documents (All the documents should be digitally signed by authorized representative of bidder):

Section#	Section Heading	Performa Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder (regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India)	Annexure 03
3.	Bid Security (Earnest Money Deposit) Letter	Annexure 04
4.	Bid Security Form (EMD in the form of Bank Guarantee)	Annexure 05
5.	Bid Security Declaration from the bidder (Micro and Small Enterprises (MSE) / Start-ups) eligible for exemption from EMD	Annexure 06
6.	Letter of Undertaking from the bidder	Annexure 07
7.	Conformity Letter	Annexure 09
8.	Letter of Undertaking from the OEM	Annexure 10
9.	Undertaking of Information Security (Bidder & OEM)	Annexure 11
10.	Technical Proposal: Bidder to provide technical proposal covering all the requirements as mentioned under project scope of work along with the Bill of Materials (BOM) and Escalation Matrix for support	Bidder to provide
11.	Project Scope of Work with Technical Requirements Details: Bidder to provide compliance of technical requirements	Annexure 12
12.	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 from authorized representative of bidder.	Bidder to provide
13.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 14
14.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide



Section#	Section Heading	Performa Given
15.	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
16.	Declaration / undertaking for the compliance of Information & cyber security controls	Annexure 17
17.	Information/Cyber-Security Measures/Controls for selected Service Provider	Annexure 18
18.	Integrity pact (Bidder to submit duly Signed and Stamped /digitally signed Integrity Pact with Rs. 600 Non-Judicial stamp paper /eSBTR along with Bid)	Annexure 20
19.	Certificate of Local Content	Annexure 21
20.	OEM declaration for DPSG Digital payment System Guidelines compliance	OEM to provide
21.	Service Level and Non-Disclosure Agreement Format	Annexure 22
Commercial Bid should be strictly as per Commercial bid format (Annexure 15). Any commercial bid submitted not in conformity with Annexure 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		

1. General Instruction

i. Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
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ii. Downloading of Tender Document

The tender document is uploaded / released on Govt. GeM portal as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid must be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

iii. Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.



iv. Do's and Don'ts for Bidder

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ Govt GeM portal is opened for uploading documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
 - The encrypt/upload process of soft copy of the bid documents large in number to GeM portal may take longer time depending upon bidder's infrastructure and connectivity.
 - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the required documents -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with GeM portal service provider well in advance.
- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by Govt GeM portal service provider.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.



Annexure 02 – Evaluation Terms

1. Evaluation process

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

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

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

A. Eligibility cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in the table below. The Bidder would need to provide supporting documents digitally signed by authorized representative as part of the eligibility proof.

The Bidder/OEM must comply with all the Eligibility Criteria mentioned hereunder:

S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting documents required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / Partnership firm / LLP or Private / Public limited company in India at least for the last 3 years (As on RFP date).		Documentary Proof to be attached (Certificate of Incorporation)
2	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within the last 2 years from the RFP date.		Letter of confirmation from Bidder (self-certified letter signed by authorized official of the bidder)



S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting documents required
3	<p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.</p> <p>or</p> <p>The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.</p>		<p>Undertaking as per Annexure 03 and certificate of valid registration with the Competent Authority (If applicable) (signed/Digitally signed documents from authorized representative of bidder)</p>
4	<p>The bidder to provide information that any of its subsidiary or associate or holding company or companies having common directors or companies in the same group of promoters/management or partnership firm/LLPs having common partners has not participated in the bid process.</p>		<p>Letter of confirmation from Bidder (self-certified letter signed by authorized official of the bidder)</p>
5	<p>The Bidder to provide an undertaking that all the functional and technical requirements highlighted as part of technical scope are covered in totality in the proposal submitted by them.</p>		<p>Letter of confirmation from Bidder (self-certified letter signed by authorized official of the bidder)</p>
6	<p>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.</p> <p>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</p>		<p>Letter of confirmation from Bidder (self-certified letter signed by authorized official of the bidder)</p> <p>AND</p> <p>Undertaking as per Annexure 07 (signed/Digitally signed documents from authorized</p>



S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting documents required
	managerial personnel, or approver of the Bank, or their relatives		representative of bidder))
B	Financial		
1	The bidder must have registered an average annual turnover of Rs. 12 Crore (MSEs / Startups – 4 Crore) or above (from Indian operation only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).		Audited financial statements for FY 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant clearly mentioning Turnover, Net-Profit after Tax and Net worth. The CA certificate in this regard should be without any riders or qualification.
2	The bidder should be Net profit-making entity continuously for the last three years i.e. financial years – 2020-21, 2021-22 and 2022-23 OR The net worth of the bidder should be positive as on last financials date and should not have eroded by more than 30% in the last three years.		
C	Others		
1	The bidder must be Thales authorized platinum partners		Letter of confirmation from the OEM.
2	Should provide undertaking that all the technical problems reported would be resolved within 24 hrs.		Letter of undertaking from the Bidder & OEM
3	The products quoted under this RFP should be PCI DSS 3.0 and above complaint		Copy of the relevant certificates.
D	Experience & Support Infrastructure		
1	Bidder should have supplied 3 No's HSM (Thales Payshield 10K) in at least any one of the Govt. Organizations / PSU/		Documentary Proof of order / contract copy / installation certificate / customer credentials



S. No.	Eligibility Criteria	Complied (Yes/No)	Supporting documents required
	Scheduled Commercial Banks / BFSI in last three years.		
2	The Bidder & OEM both should provide undertaking that the proposed HSM will not reach End-of-Support in the next 5 years.		Letter of undertaking from the OEM & Bidder
3	Bidder should have a local presence in Mumbai and Hyderabad to provide better support during the warranty and AMC period.		Letter of undertaking from the Bidder
4	The bidder must have Thales certified engineers for Payshield 10K at support centers in Mumbai & Hyderabad.		Bidder to submit valid certificates of one engineer along with their name and location for Mumbai & Hyderabad.

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.

The Technical Proposal submitted by the bidder should comply with the technical requirements as mentioned under project scope (Annexure 12). If any of the requirements are found non-complied, then such proposal will be rejected.

Bank reserves the right to verify references provided by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding up on the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever. All dates if not specified to be applicable from the date of the RFP.

(Above details are MANDATORY and must be included in the technical bid. Without the above details, the Bid is liable to be rejected.)

B. Technical Bid Evaluation



Bidders need to submit detailed Bill of Material (BOM) based on the commercial and scope mentioned in the RFP.

The Technical Proposal will be evaluated for technical suitability based on the submitted BOM. The bidder must comply with all the Technical Specifications requirements as mentioned in Annexure 12.

C. Commercial Bid Evaluation

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

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

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

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

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

2. Commercial Bids Terms

- a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.



- b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost.
- c. The bidder is requested to quote in Indian Rupee (INR) only. Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation.
- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- h. The Bank is not responsible for any assumptions or judgments made by the bidder for



arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

- i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

3. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
 - ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies, GST



etc. There will be no price escalation for during the contract period.

- ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.



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

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

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

Sir,

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

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 and subsequent addendum dated 02nd July 2022 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

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

(Please strike off whichever is not applicable)

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India ; I/ we certify that _____ is not from such a country / not having any related ToT arrangement with entity of such a country."
2. "I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that _____ is from such a country / having related ToT arrangement with entity of such a country. I hereby certify



that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

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

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

We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

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

Please note:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.



- II. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.
- III. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- IV. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose *beneficial owner* is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. The *beneficial owner* for the purpose of (iii) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the identification of beneficial owner(s) shall include identification



of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:
1. Additive Manufacturing (e.g. 3D Printing)
 2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
 3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
 4. Chemical Technologies
 5. Biotechnologies including Genetic Engineering and Biological Technologies
 6. Information and Communication Technologies
 7. Software



Annexure 04 – Bid Security (Earnest Money Deposit)

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

To,

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

Sub: RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty.

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

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

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

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

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

Beneficiary Bank IFSC Code: BARB0BANEAS

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

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

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

We having our registered office at

RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty



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

A/C Name:

A/C No.(Company account details):

IFSC Code:

Bank Name:

Bank Address:

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 05 – Bid Security Form

(Pro-forma for Bank Guarantee (BG) in lieu of EMD - Bidder shall provide the BG in the format for Bid Security Transaction)

To,

Date DD-MM-YYYY

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

Dear Sir,

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

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

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR

RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty



commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.



7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;
 - ii) this Bank Guarantee shall be valid up to and including the date and
 - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager



Seal & Address

Annexure 06 – Bid security Declaration for MSE/Startup

(For Micro and Small Enterprises (MSE) / Startups)

To,

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

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty.

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2A. as per the tender / RFP no:floated for At para no: a Bid

Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the



name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed.
6. We confirm that we 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. We also undertake 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

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

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

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

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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



Annexure 07 – Undertaking from the Bidder

To

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

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
4. Masked Commercial Bid (Annexure 14) and Commercial Bid (Annexure 15) have been submitted without any deviation. Bill of Materials which have been marked in the masked Commercial Bid is as per the submitted Commercial Bid without any deviation.
5. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -(please specify NA if not applicable)



- ii. Amount and Currency in which Commission paid / payable -(please specify NA if not applicable)
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -(please specify NA if not applicable)
8. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
9. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.
10. We confirm that we 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. We also undertake 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

Dated this.....by202

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 08 – 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 Bidder:

Contact Person Name:

Tel No:

Email-ID:

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



Annexure 09 – Conformity Letter

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

To

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

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty.

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 10 – Letter of Undertaking from OEM

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

To

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

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty.

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

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 11 – Undertaking of Information Security

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

To

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

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty.

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

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 12 – Project Details and Scope of Work

Bank will award the contract to the successful bidder and the bidder should deliver HSM as per Technical Specifications with the following scope.

A. Brief Description

Bank intends to procure total 4 no's of Thales payShield 10K HSM with 5 years warranty for encryption of card based transaction happening through BC channel. The scope of work shall cover end-to-end supply of devices with all its components, software and accessories including required patch chord, electrical and LAN cabling etc., installation, commissioning, Testing, Configuration, migration and maintenance of the HSM at both DC & DR locations of Bank.

The selected bidder will be required to undertake the following services:

- 1) The proposed payment HSM should be supplied with premium support package and miscellaneous legacy commands.
- 2) Payment HSM supplied should have facility of Key Management.
- 3) Payment HSM shall have logging enabled and logs must be tamper proof.
- 4) Availability of Access Control Lists (ACLs) for HSM.
- 5) Implementation of HSM with secure PIN block format with controls to disable outputting PIN block in weaker format.
- 6) HSM devices should be installed in high availability mode at both Mumbai (DC) and Hyderabad (DR) locations.
- 7) HSM should also be compatible with our Multiple Application Server Solutions (Mobile Banking, internet banking, Debit Card and ATM).
- 8) The main purpose of HSM will be encryption of card-based transactions that are happening through BC channel. The OEM / vendor should deploy the new HSM and support migration of keys from existing Safenet HSM to new HSM payShield 10K. If the HSM deployed becomes faulty/ malfunctions, it would be the responsibility of the vendor to get it repaired or replaced at the earliest.
- 9) Bidders must implement & integrate HSM device for the purpose of processing card-based transaction through BC channel. The HSM must be integrated with application & Switch (If required). Bidders may be called to perform demonstration of solution at technical evaluation stage.
- 10) The proposed HSM device must support Secure PIN generation while accepting requests from multiple applications.
- 11) The HSM should be able to support LMK Variant and LMK Keyblock [future] as per PCI PIN Compliance.
- 12) The HSM should be able to support DUKPT, UKPT.
- 13) The HSM should be able to support commands relevant to above [A0, M2, G0, CA, M6, A6, M8] for Variant and Keyblock.
- 14) Selected bidder must support the vendors of multiple application software during integration of HSM device without any additional cost to the Bank.



बैंक ऑफ़ बड़ौदा
Bank of Baroda



- 15) It should support multiple client structures so that in future, may be able to integrate with any other solutions.
- 16) There should not be any changes required from any application (ATM switch/ATMs/mobile Banking/internet banking/DCMS etc.) for commissioning proposed HSM device.
- 17) Selected bidder shall be responsible to Migrate/translate existing PINs. Host Stored and HSM Stored Keys to be migrated from Safenet to Thales.
- 18) It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA, MASTER CARD and VISA etc. at no extra cost to the Bank. Onsite support, if required, must be provided by the OEM / bidder in this regard at no extra cost to the Bank.
- 19) The bidder should deliver HSM devices together with all necessary components, software & accessories without charging any extra cost to the Bank. The bidder should have back-to-back agreement with OEM in this regard. The selected bidder shall undertake AMC and uninterrupted support of HSM devices. The bidder shall replace the HSM devices in case the HSM supplied has reached end-of-support during the contract period without any extra cost to the bank. Bank will not pay any additional amount for functioning and deployment of the proposed HSM during the entire contract period.
- 20) The bidder shall ensure that any new version/update/service pack/upgrade of the proposed HSM when released by the OEM, the same has to be communicated and implemented by OEM/ bidder within seven (7) days of such release, without any additional cost to the bank during the contract period.
- 21) The bidder shall follow all respective technical/statutory guidelines, validations, SCD should be implemented, checked & verified, and related reports including SOP, SCD, Software Integrity Certificate and VAPT Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.
- 22) The bidder shall confirm the integrity of the HSM device/software supplied i.e. the software is free from bugs, malware, covert channels in code etc. during the contract period and Integrity certificate should be submitted to the bank as per the related format.
- 23) The bidder must have an arrangement with the OEM such that the bidder/ Bank' SI/ Bank should be able to log a call with the OEM directly for remote/ on-line support.
- 24) The bidder should have a 24x7x365 days support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.
- 25) The bidder shall provide the highest level of support from OEM 24X7 including availability of resources as and when required during the entire contract period



- inclusive of any support related calls, repairs and replacement of spare parts including all plastic parts etc. without any additional cost.
- 26) During the contract period, all upgrades or requirements, software, licensing, implementation of upgrades/patches/version changes, etc., due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to the bank.
 - 27) The bidder shall implement all the functionalities proposed in the technical specifications & demonstrate the same to the Bank team for complete sign off the solution.
 - 28) The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/database administrative documents, debugging/ diagnostics documents, test procedures etc.
 - 29) If there are any upgrades to the source systems, then it will be Vendor's responsibility to ensure that appropriate integration and on-call/ on-line support in deployment is provided without affecting the normal course of business.
 - 30) Bidder should carry out preventive maintenance (PM) activities mandatorily for all the equipment's at least once in every 6 months during the entire contract period. The scope of preventive maintenance shall cover periodic cleaning, health check-up, performance matrices and replacement of parts that are subject to wear and tear, including any abnormality issue in the device observed during preventive maintenance without any extra cost to the bank including plastic parts. The bidder shall coordinate with concerned Bank officials for the suitable day and time to perform preventive maintenance activities.
 - 31) Preventive Maintenance and support to the Hardware /Software shall include replacement of worn-out parts/sub-parts, health-checkup, checking diagnostic etc. In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration or higher), so that the work of the Bank is not affected.
 - 32) The bidder shall install/integrate with all necessary security solutions/service management solutions and other authorized software rolled out by the bank as and when required. The bidder shall perform the integration without any extra cost to the bank.
 - 33) The bidder shall replace the parts with original spares of the original brand/make/model. A working HSM or peripheral will have to be provided by the vendor to facilitate temporary replacement.
 - 34) The bidder shall be responsible for making all HSM setup work satisfactorily throughout the contract period. The bidder should handover the systems in working condition to the Bank after expiry of the contract and In case of any damage is found, the bidder will be liable to rectify it even after the expiry of the AMC.



- 35) The HSM shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.
- 36) The vendor has to provide warranty support for the HSM devices for 3 years from the date of Installation and post warranty AMC support for next 2 years. The HSM devices should not be End-of-life (EOL) / End-of-Support (EOS) for 5 years from date of installation.
- 37) The contract will be effective from the date of completion of installation of HSM devices and sign off from banks team and will be valid for 5 years (i.e. Warranty period of 3 years). The warranty shall start from the contract start date, i.e. after first installation of HSM devices in DC and DR & sign off from Banks team. The vendor will have to enter into necessary contract with the bank. The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.
- 38) Vendors need to deploy engineer onsite during the planned scheduled installation and migration activity once the HSMs are delivered.
- 39) The proposed HSM must support 99.9% UPTIME along with 24x7x365 support for warranty and post warranty periods. The bidder should enter into agreement with the OEM for providing back-to-back arrangements for warranty and post warranty support.
- 40) The bidders shall also provide the following documents as part of the deliverables of the project:
- i. Original manuals of all proposed hardware/software/applications.
 - ii. Standard Operating Procedures.
 - iii. Installation & Technical Configuration Documents.
 - iv. Network & Security Design Documents (Will be approved by the Bank).
 - v. Troubleshooting Manual.
 - vi. Executive summary report for the project to the management.
 - vii. Functional and operational requirements.
 - viii. Project design/plan.
 - ix. Product description.
 - x. Guidance for best practices, implementation guidelines.
 - xi. User acceptance test plan, if any.
 - xii. Training materials.
 - xiii. Once in every 6 months health check-up report from OEM.
- 41) The proposed HSM should be scalable and upgradable to higher capacity.

B. Technical Specification of HSM

The proposed payment HSM should comply with technical specification as mentioned in the table below. If the make and model proposed by the bidder do not comply with technical specification given below, the bidder would have deemed not to be meeting the technical requirements hence will be disqualified in technical bid evaluation.

Bidder should note that technical specifications given in the table below are based on the minimum requirements of Bank of Baroda. Bidders, however, may quote for hardware with higher specifications.



S No	Required Minimum Specifications	Bidder's Complied	If yes, detail description how the solution/component would be compliant
	Make, Model & General Aspects		
1	The proposed HSM should have dual connectivity support-TCP/IP & UDP		
2	The proposed HSM should have ability to store two LMK (one TDES and one AES) and upgradable upto 20 on extra cost basis if required.		
3	HSM should be able to process upto X functions per second, which include PIN translation and other payment functions from day 1		
4	HSM should support field upgradability upto 10,000 functions on extra cost basis if required.		
5	It should support multi-threading (upto 256 concurrent connections) so as maximum performance can be achieved.		
6	Support of all major card schemes (American Express, Discover, JCB, Mastercard, UnionPay and Visa)		
7	Mastercard On-behalf key management (OBKM) support		
8	Support both Magnetic stripe and EMV-based data preparation and personalization including mobile provisioning		
9	Support Payment credential issuing – cards, mobile secure elements, wearables, connected devices and host card emulation (HCE) applications		
10	HSM should support all the EFT standard cryptographic functions for debit and credit card management.		



11	HSM should support TR-34 and TR-31 keyblocks to comply with PCI-DSS requirement.		
12	HSM should support ECC keys as defined in FIPS 186-3 (P-256, P-384 & P-521).		
13	HSM should support RSA keys (up to 4096 bit), DES, 3DES KEY lengths 112 bit, 168 bit and AES algorithm.		
14	The relevant security settings in the firmware should have PCI compliant values.		
15	Shipment of the HSM should be compliant as per PCI HSM requirement.		
16	Support SNMP		
17	There should not be any changes required in the application/hardware device currently integrated with existing application. There should not be changes required at Switch/Mobile Banking/eBanking or Credit Card switch required for integration.		
18	Should be possible to use the proposed HSMs with the existing HSMs in High Availability mode		
19	The HSM should be completely compatible with the existing HSMs in use by the bank		
20	The HSM should support LMK Variant and LMK keyblock [future] as per PCI PIN Compliance		
21	The HSM should support DUKPT, UKPT		
22	The HSM should be able to support commands relevant to above [A0, M2, G0, CA, M6, A6, M8] for Variant and keyblock		
	Management Facilities		
23	Should have GUI and CLI available with 2 factor Authentication using smart cards.		
24	Remote Management capability through a Remote Administration Platform (RAP) certified by PCI		



25	HSM should have dedicated management ethernet port.		
26	Should provide centralized monitoring capability for all the HSMs		
27	HSM should support M of N capability.		
28	Utilization statistics - Health check diagnostic and error logs		
29	Remote Key loading device manufactured by same OEM that is PCI approved		
30	OEM should offer a remote monitoring solution to gain 24x7 visibility into the status of all their HSMs across all the sites, including performance, audit records, alerts via an easy to use web interface dashboard		
Key Managements			
31	Should support ISO 9564, ISO 10118, ISO 11568, ISO 13491 and ISO 16609 financial service standards.		
32	ANSI: X9.97,X3.92, X9.8, X9.9, X9.17, X9.19, X9.31, X9.52 and X9.24.		
33	ASC X9 TR-31, X9 TR-34, X9 TG-3/TR-39		
34	Should support TR-31 Key Block format		
35	APACS 40 & 70		
36	HSM should support Format preserving encryption (FPE).		
37	DUKPT (DES, Triple-DES and AES), PIN printing and Generation via a dedicated printer port		
Cryptographic Algorithm support			
38	Asymmetric public key algorithms: RSA (upto 4096 bit), ECDSA and ECDH, ECC as defined in FIPS 186-3 (P-256, P-384 & P-521)		
39	Symmetric algorithms: AES (key lengths upto 256 bit) , DES and Triple DES (key lengths upto 168 bit or higher) DUKPT,HMAC, MD5, SHA1, SH2, SHA3		



40	Hash/message digest: SHA-1, SHA-2 (224,256,384,512 bit)		
	Security Certification		
41	Latest PCI-HSM 3.0 certification in the OEM's name and the status should be ACTIVE [certification is must]		
42	PCI certification should be on the complete HSM, and not just on the HSM card		
43	HSM remote management solution must have PCI HSM v3 Remote Access Platform (RAP) certification in the OEM's name		
44	FIPS 140-2 Level 3 certification in the OEM's name and status should be ACTIVE [Proposing certification with Historical status will not be considered]		
45	AusPayNet		
	Security Features		
46	Tamper resistance meeting requirements of PCI HSM 3.0.		
47	Sensitive data erased immediately in the event of any tamper attack		
48	Strongest security settings implemented by default		
49	Detection of cover removal with addition to Tamper-evident seals, intrusion detection switches and alarm triggers for motion, voltage and temperature		
50	Device hardening - ability to disable functions not required by the host application		
51	Payment HSM should have Dual Physical lock along with console cables		
52	Two-factor authentication for the operator is must		
53	Secure Host communication using TLS or SSL		



54	Audit logs with user control over the scope of events recorded		
55	PIN never appears in the clear outside of a tamper resistant security module as per PCI PIN security requirements		
56	Key Entry Mechanism are protected as per PCI requirements		
Physical Characteristics			
57	Form Factor - 1U 19" rack mount		
58	Voltage - 90 to 264 VAC		
59	Power Consumption- 80W (maximum)		
60	Temperature Range- -25 deg C to 70 deg C		
61	Dual hot swappable power supply and dual hot swappable fans for redundancy		
Safety and Environmental compliance			
62	Nemko C/US, CE, BIS, FCC, Canada ICES, RCM, KC, VCCI, ZICTA, BSMI, UKCA, EAC, NOM		
63	RoHS3, REACH, WEEE, TCSA		
Warranty & Support			
64	OEM should provide principal support for 5 years without the device going end of life		
65	OEM itself should be a registered company in India		
66	OEM should have their own 24/7/365 support centers in India to provide L2/L3 support to the bank directly in at least 2 languages i.e. English & Hindi		
67	OEM should have at least 50% of the supplied quantity as RMA inventory within the country to meet the Bank's SLA's		
68	Proposed HSM must be running live in Production environment at minimum 10 Banks for more than 1 year alternatively minimum 5 Banks for more than 3 years		



69	OEM should have minimum annual turnover of 150+ crores from their Indian operations in last 3 financial years		
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The bidder must enclose the detailed specifications of proposed HSM together with all related components, licenses etc. in the Technical Bid (Bill of Material), supported by Technical Literature/ Data sheet/ Product Catalogues/Brochures, etc. This is Mandatory for the bidders. Escalation Matrix for the support & services also needs to be attached with technical bid.

C. 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.

General Conditions

- a) The Bidder shall ensure that no other equipment / structure / setup gets damaged due to their activities. Any damages caused to Bank property due to Bidder's negligence shall be passed on the Bidder's account
- b) Bidder shall complete the delivery of the hardware and handing over to Bank within stipulated timeline mentioned in the delivery section of this RFP.
- c) The OEM support shall be on 24*7*365 basis
- d) In the case of additional requirements desired by the Bank during the first year of the contract period over and above the quantity mentioned the maximum order which the Bank can place would be an addition of 25% of the quantity for which contract is placed.

1. 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 timeline 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.

2. Service Levels and Uptime Guarantee

For details, please refer to Annexure 13 that provides the service levels, penalties and Uptime Guarantee.

3. 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 should be provided by 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 provided.

4. 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.

5. Delivery

All the deliverables should be delivered within 10 weeks from the date of issuance of purchase order. The successful vendor shall make necessary arrangements for processing the purchase order, including Road Permit if any & etc.

Vendor will be responsible for proper packing, delivery and receipt of all deliverables. Vendor shall ensure delivery of associated components, licenses etc. together with hardware items. Any component that has not been delivered or if delivered is not operational, will be deemed / treated as non-delivery 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. All sealed packs boxes of hardware items to be opened in the presence of Bank officials only.

In case delivery deadline is not met for reasons attributable to vendor then the Vendor will have to pay penalty to Bank of Baroda @ 0.5% of purchase order value inclusive of all taxes, duties, levies etc., of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

6. Installation

Installation of hardware delivered including unpacking of cartons / boxes, rack mounting etc. will be responsibility of the Bidder. Bidder shall install devices at both the locations (Mumbai & Hyderabad) and need to be handover to Bank for acceptance testing within 2 weeks (max.) from the date of receipt of the deliverables at Bank's site and Bank's notification for installation of the hardware / software.

Bidder will have to pay late installation charges to Bank @ 0.5% of the product cost for the delayed item per week or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to Bidder.

7. Warranty

All The hardware items, including its components will be covered under comprehensive on-site warranty for a period of -5- years with back-to-back support with the OEM. The service support during warranty period shall be for all hardware items with associated underlying software, licenses, allied components etc. supplied. The bidder needs to provide a warranty support as per the terms mentioned below:

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

The Bidder needs to upgrade Software (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 the 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 components, entire hardware has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the Bank's day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. Vendor shall ensure that this kind of situation never arises.

The Bidder warrants that the Goods supplied as part of contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Bidder further warrants that all Goods supplied or works carried out under 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 equipment should be attended to within 4 hours of receipt of complaint (exclusive of travelling time). In case problems persist, systems should be replaced within 24 hours of receiving complaints and alternate system should be given till machine is repaired. 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 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.

Bank reserves the right to shift part or the entire hardware to new location/s and warranty support will continue to be in force at the new location.



8. 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.

9. Handover Services

The handed over shall include the following but not limited to:

- The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the deliverables under this assignment. The Bidder shall provide all updated documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for HSM.
- The Bidder must consult with Bank on any Third-Party Contracts between the Bidder and Third Parties that are necessary or useful for Bank or a Third Party to perform the Services and arrange for transfer or assignment of such Third-Party Contracts that Bank wishes to have transferred or assigned to Bank or a Third Party designated by Bank on commercially reasonable terms mutually acceptable to both Parties.
- All the warranties held by or in the name of the Bidder shall be assigned or transferred "As is" in the name of the Bank. The Bidder shall execute any and all such documents as may be necessary in this regard.

10. Payment Terms

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

- 70% of the cost of HSM plus 100% of taxes including GST at actuals after successful delivery.
- 20% of the cost of HSM after one month of successful installation and satisfactory functioning or after two-month post-delivery in case of Site Not Ready (SNR).



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 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. Payment of 20% of the cost of HSM after two months post-delivery.

- Balance 10% of the cost of HSM would be payable on completion of 5 years warranty period or against Bank Guarantee (BG) as per format mentioned under Annexure 19. The BG value should be of equivalent amount issued by a scheduled commercial bank in India other than Bank of Baroda with validity till warranty period plus additional 3 months.

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

A. Hardware Payment:

a) For 70% Payment Claim

- a) Original delivery challans dully stamped and signed by the Bank Official.
- b) Bill of Materials (BOM) verification report signed by Bank Official.
- c) Performance Bank Guarantee (PBG) for 5% of Contract value (As per RFP format)
- d) OEM confirmation letter mentioning serial numbers of the HSM delivered to the Bank are covered under five years back-to-back warranty support.
- e) Complete inventory details including serial numbers of HSM supplied along with all components & licenses (i.e. Operating System etc. if any)

b) For 20% Payment Claim

- a) Installation signoff report (dully stamped and signed by the Bank Official along with the signature of the engineers from vendor / OEM) after one month of successful installation and satisfactory functioning.
- b) Submission of certificate from Bank Authority in case site is not ready (SNR) along with letter of undertaking by vendor to complete installation within a week of being informed that the site is ready
- c) Complete inventory details along with serial numbers of HSM delivered against PO with address.

c) For 10% Payment Claim

- a) Original invoice for balance 10% claim.
- b) Bank Guarantee for an equivalent amount valid for a period of 63 months or after completion of 5 years warranty period.

B. Implementation Payment:

Full payment will be released post implementation on submission of original invoice along with installation certificate signed by the Bank Authority.



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 the IT Dept. as per above payment terms on submission of mentioned supporting documents.

The payment against invoices will be released within 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 15 days from the date the dispute stands resolved

11. 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.

Annexure 13 – Service Levels

The successful bidder shall comply with the Service Levels described below:

- i. The successful bidder shall have to enter into “Service Levels Agreement” covering all terms and conditions of this RFP to maintain uptime and to provide the support & Services during the entire 5 years contract period.
- ii. The bidder and OEM both will be responsible for the maintenance, configuration and fault free operations of supplied infrastructure i.e. hardware, software and its maintenance during the entire warranty period of 5 years.
- iii. The bidder has to maintain guaranteed minimum uptime of 99.99% for all systems/ solutions supplied under this RFP to avoid any business disruption due to breakdown of system or degraded performance impacting business or unavailability of data.
- iv. Any technical glitch/ issue in installed infrastructure of the solution (i.e. hardware and software, OS/DB etc) should be attended onsite on highest priority and shall be covered under warranty.
- v. The bidder shall provide the highest level of support from OEM 24X7 including availability of resources as and when required during the entire contract period inclusive of repairs and replacement of spare parts including all plastic parts etc. without any extra payment.
- vi. The bidder is required to conduct preventive maintenance activities at least once in every 6 months to maintain guaranteed uptime of 99.99%
- vii. Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Bidder.
- viii. The Successful Bidder should have 24x7 monitoring, escalation and resolution infrastructure for addressing the problems during the entire contract period. The maximum response time for onsite service call will be 2 hours and maximum time to resolve the issue (Resolution time) will be 4 hours.
- ix. The Bidder will have the responsibility to change/upgrade/customize its infrastructure/solution for ensuring the compliance to statutory, regulatory guidelines from RBI/ Govt. of India/ regulatory authorities at no extra cost to the Bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

The Bidder should ensure 99.99% uptime during the entire 5 years warranty period. Uptime will be calculated on a monthly basis. Services delivered by the vendor should comply with the SLA and any violation of SLA will attract penalties as below.

Uptime percentage	- 100% less Downtime Percentage
Downtime percentage	- Unavailable Time divided by Total Available Time, calculated on a monthly basis.
Total Available Time	- 24 hrs per day for seven days a week
Unavailable Time	- Time involved while any part of the system hardware / software component is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A \geq 99.99%	No Penalty
99.90% \leq A < 99.99%	1% of cost of the hardware/equipment's
99.50% \leq A < 99.90%	2% of cost of the hardware/equipment's
99.00% \leq A < 99.50%	3% of cost of the hardware/equipment's
A < 99.00%	Penalty at an incremental rate of 1% (in addition to a base of 3%) of the hardware/equipment's cost for every 0.5% lower than the stipulated uptime with an overall cap of 95%.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent half yearly payment. The SLA charges will be subject to an overall cap of 10% of the cost of hardware/equipment and thereafter, Bank has the discretion to cancel the contract. If vendor materially fails to meet an uptime of 99.99% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable in favour of Bank for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.99%), as measured on a monthly basis.

Annexure 14 – Masked Commercial Bid

All Amount in INR

Description	Qty.	Unit Price in (Rs.)	GST Amount (Rs.)	Total Amount (Rs.)
	(A)	(B)	(C)	(D=Ax(B+C))
Cost of 250 TPS Thales payShield 10K HSM with Premium Package including legacy commands and 5 years warranty support (Mumbai – 2 Nos. & Hyderabad – 2 Nos.)	4	0.00	0.00	0.00
Implementation Cost of Thales payShield 10K HSM at Mumbai & Hyderabad locations	4	0.00	0.00	0.00
Total Cost of Ownership (TCO) with 5 years warranty support				0.00

We abide by following terms and conditions

- All the prices to be quoted in Indian Rupee (INR) only and should be inclusive of all taxes, duties, levies, GST etc.
- The price quoted for HSM should be inclusive of all related components, software licenses etc. with 5 years warranty. The commercial proposals should cover repairs, replacements, upgrades (hardware and software in lieu of end-of-life), patching and fixing any issues for the entire contract period. The total cost should also include the charges for freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration /reconfiguration, Integration, Migration, Implementation, Training and Maintenance of Hardware Security Module (HSM) etc. The support services for all the HSM supplied to the Bank shall be covered under back-to-back arrangement with OEM during the entire 5 years warranty / contract period.
- In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate, and Bank should not be held responsible for any incorrect calculations. However for the purpose of calculation, Bank will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected. Price Bid should comprise values only upto 2 decimal places. For the evaluation purpose, Bank will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to

provide the same without any charge. Bidder should not make any changes to the quantity. Additional components/ item/services if any required for fulfilling the scope, bidder needs to include the cost for all such additional items. Bidder need to share the final BOM along with technical bid document.

- e. In the case of additional requirements desired by the Bank during the period of 1 year from date of purchase order, the Bank can place the order for additional 25% of the over and above the quantity for which order is placed with a selected bidder.
- f. The warranty period for all the HSM to be supplied will be effective from the date of completion of installation and will be valid till 5 years. The Successful bidder needs to submit a certificate from the OEM confirming the warranty details of all the HSM supplied with serial no., part code etc. The Bidder needs to provide confirmation from OEM that proposed payment HSM will not be End-of-Support in the next 5 years. Bank will not release any payment till this confirmation from OEM is not submitted.
- g. All payments will be released as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable TDS, if any, as per the law of the land.
- h. It is the responsibility of the Bidder to change or upgrade the hardware/software for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank.
- i. There shall be no escalation for the prices during the currency of 5 years Contract period. Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.

We hereby undertake to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Annexure 15 – Commercial Bid

As per GeM Bid document

Annexure 16 – 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./- (Rupeesonly)
 - 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

NOTE:

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.
3. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:

BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051

IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")

4. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

Annexure 17 – Declaration / undertaking for the compliance of Information & cyber security controls

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

To

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

Sir,

Sub: RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty.

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

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

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

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 18 – Information/Cyber-Security Measures/Controls for selected Service Provider

The Bank shall ensure that the contract agreement signed between them and the third party SP shall necessarily mandate the third party SP to comply with the Information and cyber security controls given in the Annex 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 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.

Annex:

1. Incident Response and Management

- 1.1. SPs must have a mechanism/resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.
- 1.2. SP's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
- 1.3. SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cybersecurity incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

2. IT Risk Management

- 2.1. The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.
- 2.2. The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.
- 2.3. The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

Annexure 19 - Bank Guarantee Format to release of retention money

To

Chief General Manager (IT)
Bank of Baroda,
Baroda Sun Tower
Bandra Kurla Complex,
Bandra (E), Mumbai 400028

Dear Sir,

1. WHEREAS (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 (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 Bidder representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank in India.

2. Now this deed of guarantee witnessed that in consideration of BOB agreeing to release a sum of Rs./- (Rupees only) representing balance 10% of the consideration amount payable to the Bidder 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 Bidder 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 Bidder may have against BOB or any disputes raised by the Bidder 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 Bidder, indulgence shown to the Bidder by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Bidder 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 Bidder complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the Bidder 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 surety ship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the Bidder 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 Bidder 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..... 201 at

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

Authorized Signatory in favor of the Bank

Designation

Annexure 20 – Integrity Pact

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

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand,

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

Preamble

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

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

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

Section 1 - Commitments of BOB

1. The BOB commits 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)/ Bidder(s)

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (pagenos.8-17).

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders | Bidders | SubBidders

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

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

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

Section 8 - Independent External Monitor

- (1) The BOB has appointed 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/Bidders as confidential.
- (3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and

demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.

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

Section 9 Facilitation of Investigation

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

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

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

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

Section 11 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing.

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

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

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name&Address) _____

Witness2:

(Name&Address) _____

Annexure 21 - 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,

Sub: RFP for Supply, Implementation and Maintenance of Thales payShield 10K HSM with 5 Years warranty).

This is to certify that proposed (product make____ and model____) is having the local content of____% as defined in the above-mentioned RFP.

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:

Bidder's Corporate Name

Address

Email and Phone #

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 8200+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15 countries. Bank desires to select a Service Provider for ----- 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 ----- . 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 of this Agreement. Bank of Baroda reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

4. STANDARDS

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

5. Code of Ethics

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

6. Contract Period

(Terms mentioned in the RFP)

7. DELIVERY

(Terms mentioned in the RFP)

8. Transportation and Insurance

(Terms mentioned in the RFP)

9. Pre-shipment Inspections

(Terms mentioned in the RFP)

10. Supply, Installation, Testing, Commissioning & Acceptance (SITC)

(Terms mentioned in the RFP)

11. Warranty

(Terms mentioned in the RFP)

12. DOCUMENTATION

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

13. SINGLE POINT OF CONTACT & DIRECT SUPPORT

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

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

14. PAYMENT TERMS

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

(Terms mentioned in the RFP)

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.

15. SET-OFF

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

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

16. COVENANTS OF THE SERVICE PROVIDER

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

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

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

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

The Service Provider:

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

- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under 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.

17. CONFIDENTIALITY

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

- a. Bank of Baroda 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 Bank of Baroda. 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 Bank of Baroda other than as may be required for the performance of Service Provider.

c. Service Provider shall notify Bank of Baroda 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 Bank of Baroda 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 Bank of Baroda;

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 Bank of Baroda.

- 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, Bank of Baroda shall take all the reasonable care to protect all the confidential information of service provider delivered to Bank of Baroda while performing of the services.

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

18. INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

19. PROPERTY RIGHTS

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

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

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

20. PERFORMANCE GUARANTEE

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

21. TERMINATION

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

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 Bank of Baroda 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.

22. CORPORATE AUTHORITY

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

23. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

ARBITRATION

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/

directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.

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

24. AUDIT

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

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

25. LIMITATION OF LIABILITY

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

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

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

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

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

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

26. PUBLICITY

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

27. INDEPENDENT ARRANGEMENT

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

28. SUBCONTRACTING

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

29. ASSIGNMENT

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

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

30. NON – SOLICITATION

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

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

31. VICARIOUS LIABILITY

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

32. FORCE MAJEURE

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

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

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

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

SURVIVAL:

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

33. MISCELLANEOUS

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

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

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

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief Technical Officer

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 :