



Request for Proposal (RFP)
For Selection of Technical Consultant
For advisory services
Towards outsourcing engagement
For RRB DC / DR existing
IT Infrastructure & CBS Application Setup
(On behalf of Bank's Sponsored RRBs)

RFP Reference No. BCC:IT:RRB-DC:107:86



Bank of Baroda,
Baroda Corporate Centre,
C-26, G-Block, Bandra Kurla Complex
Bandra (East),
Mumbai - 400 051.

Date: 5th June 2015



[A] Important Dates:

#	Particulars	Date & Timelines
1.	Issuance of RFP Document by Bank from:	0000 hours IST on 05-06-2015
2.	Last Date of requesting any Queries before Pre-Bid Meeting	1700 hours IST on 12-06-2015
3.	Pre-Bid Meeting	1100 hours IST on 15-06-2015
4.	Last date of submission of RFP Responses	1500 hours IST on 26-06-2015
5.	Date of opening of eligibility criteria and technical bid	1600 hours IST on 26-06-2015

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means "Bank of Baroda".
2. RRBs means "Regional Rural Banks sponsored by Bank of Baroda"
3. BCC means "Baroda Corporate Centre"
4. Recipient, Respondent and Bidder means "Respondent to the RFP document".
5. RFP means this "RFP document"
6. Words "Technical Consultant" and "Consultant" carry the same meaning.
7. DC means "Data Centre"
8. DR/DRS means "Disaster Recovery Site"
9. CBS means "Core Banking Solution" means as defined in point no.2, Section II
10. Consultant, Bank/RRBs shall be individually referred to as "Party" and collectively as "Parties".
11. SI means "System Integrator" for the Bank's RRBs

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 a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



TABLE OF CONTENTS

Section - I	5
1 Introduction and Disclaimer	5
2 Information Provided	5
3 For Respondent Only	5
4 Confidentiality	6
5 Disclaimer	6
6 Costs Borne by Respondents	7
7 No Legal Relationship	7
8 Recipient Obligation to Inform Itself	7
9 Evaluation of Offers	7
10 Errors and Omissions	7
11 Acceptance of Terms	7
12 RFP Response Terms:	8
12.1 Lodgment of RFP Response	8
12.1.1 Application Money	8
12.1.2 RFP Closing Date	8
12.1.3 Submission to Bank	8
<i>Only One Submission Permitted</i>	10
12.2 Registration of RFP	10
12.3 Late RFP Policy	10
12.4 RFP Validity Period	10
12.5 Requests for Information	11
13 Notification	11
14 Disqualification	11
15 Timeframe	11
Section - II	13
1 Bank of Baroda	13
2 Outsourcing IT Strategy for RRBs	13
Section - III	15
1 Current RFP Objectives:	15
1.1 Outsourcing Objective	15
2 Scope, Eligibility and Evaluation etc.	15
2.1 Outsourcing Engagement Scope	15
2.2 Eligibility Criteria:	21
2.3 Submission of Bids	22
2.3.1 Earnest Money Deposit (EMD):	24
2.4 General Terms and Conditions (Please also refer to Section - I)	25
2.4.1 Term of Assignment:	25
2.4.2 Adherence to Terms and Conditions:	25
2.4.3 Execution of SLA/NDA:	25
2.4.4 Other terms and conditions:	25



Eligibility Bid Criteria.....	34
Technical Evaluation	35
2.5 Commercial Bid Evaluation Criteria	36
2.6 Technical Evaluation Criteria.....	38
2.7 Timelines:	40
ANNEXURE - A.....	41
ANNEXURE - B	45
ANNEXURE - C	46
ANNEXURE - D.....	47
ANNEXURE - E	48
ANNEXURE - F.....	49
ANNEXURE - G.....	50



Section - I

1 Introduction and Disclaimer

This Request for Proposal document (“**RFP document**” or “**RFP**”) has been prepared, on-behalf of its sponsored RRBs, solely for the purpose of enabling Bank of Baroda (“**Bank**”) to select a suitable organisation as Technical Consultant who shall provide assistant for consultancy/ advisory services for Bank’s strategy for outsourcing engagement towards already implemented Core Banking Application, DC/DR IT Infrastructure & other associated applications along with link management services for branches. The consultant shall also provide assistance in finalizing Service provider(s) & the terms of engagement, in all aspects, including technical & commercial.

The RFP document is not a 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 under [Section - III](#).

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 Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

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**”) i.e. Government



Organization/PSU/ limited Company or a partnership firm and no other person or organization.

4 Confidentiality

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

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

5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, 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 Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.



6 Costs Borne by Respondents

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

7 No Legal Relationship

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

8 Recipient Obligation to Inform Itself

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

9 Evaluation of Offers

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

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

10 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than 12/06/2015.

11 Acceptance of Terms

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



12 RFP Response Terms:

12.1 Lodgment of RFP Response

12.1.1 Application Money

Application Money of Rs. 15,000/- (Rupees Fifteen thousand only) by way of Bankers Cheque/Demand Draft/Pay Order favouring Bank of Baroda, Payable in Mumbai, which is **non refundable**, must be submitted separately along with RFP response.

12.1.2 RFP Closing Date

RFP Response should be received by the officials indicated below not later than 3:00 PM IST (Indian Standard Time -GMT +05:30) on 26/06/2015.

12.1.3 Submission to Bank

The RFP response documents should be submitted in duplicate in paper copies [i.e. Two Sets (Original Set and Duplicate Set)] and

Each set should contain one copy of Technical Bid and one copy of Commercial Bid (kept in **separate** sealed envelopes) superscribing

“Technical Bid for selection of Technical Consultant for advisory services towards outsourcing engagement for RRB DC/DR existing IT Infrastructure & CBS Application Setup in Bank’s sponsored RRBs” and

“Commercial Bid for selection of Technical Consultant for advisory services towards outsourcing engagement for RRB DC/DR existing IT Infrastructure & CBS Application Setup in Bank’s sponsored RRBs” respectively.

A copy of the Commercial Bid **without the price figures (copy of the Commercial Bid masking the prices)** is to be enclosed along with the Technical Bid and placed in the Technical Bid envelope.

Two separate sealed envelopes of Technical Bid and Commercial Bid respectively should be put together in a sealed master envelope super scribing ‘PROPOSAL FOR ASSISTANCE FOR CBS AND DC/DR IT INFRASTRUCTURE ADVISORY IN RRBs’.



There will be two such master envelopes one for each set. Along with these two master envelopes, bidder will submit one more envelope containing two separate demand drafts/banker's cheques/pay orders towards Application Money and EMD respectively.

The proposal should be prepared in English in MS Word/Excel format. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed envelopes.

Paper copies of RFP response as mentioned above along with Demand Draft/Banker's Cheque/Pay Order for (i) Rs. 15,000/- towards Application Money (which shall be non-refundable) and (ii) Rs 2,00,000/- towards Earnest Money Deposit & one electronic copy (Microsoft Word and Excel, on CD ROM) of **Technical Bid** submissions must be addressed to Bank at the following address

General Manager,
(IT & DWH),
Bank of Baroda,
Baroda Sun Tower,
C-26, G-Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051.

The sealed bid envelopes as mentioned above should be delivered to Mr. Nityanand Bhadgaonkar, Chief Manager IT/Mr. Abhishek Tewari, Senior Manager IT at 2nd Floor, UTI Tower, RRB CBS Operations Centre, Bandra Kurla Complex, Mumbai 400 051

The Technical Proposal will be evaluated first for ascertaining eligibility and then technical suitability. Commercial Proposal shall be opened only for the short-listed bidders who have qualified in the eligibility criteria and Technical Proposal evaluation.

Submission will be valid if:

- Copies of the RFP response documents are submitted as per clause 12.1.3, subject to **clause 12.3**, before the aforementioned closing date specified in **clause 12.1.2**.
- Submission is not by Fax transmission.



Only One Submission Permitted

Only one submission of response to RFP by each service provider will be permitted. In case of partnerships / consortium, only one submission is permitted through the lead service provider.

12.2 Registration of RFP

Registration of RFP response will be effected by the Bank by making an entry in a separate register kept for the purpose upon Bank receiving the RFP response in the above manner (Point 12.1). The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP response is liable to be summarily rejected.

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

12.3 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs may be registered by Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that Bank has no obligation to accept or act on any reason for a late submitted response to RFP.

Bank has no liability to any person who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

12.4 RFP Validity Period

RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date.

The Bank/RRBs shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement



on the rates finalized in this processing for various items/activities as described in the Price Bid after expiry of current assignment period.

12.5 Requests for Information

Recipients are required to direct all communications for any clarification related to this RFP, to the Bank officials as mentioned under point 2.3 under section III.

All queries relating to the RFP, technical or otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication initiated by respondents later than 15-06-2015. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email.

If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

Bank may in its sole and 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.

13 Notification

Bank will notify the Respondents in writing as soon as practicable, but not later than 10 working days from 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. Bank is not obliged to provide any reasons for any such acceptance or rejection.

14 Disqualification

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

15 Timeframe

The following is an indicative timeframe for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof.



Changes to the timeframe will be relayed to the affected Respondents during the process.

#	Particulars	Date & Timelines
1.	Issuance of RFP Document by Bank from:	0000 hours IST on 05-06-2015
2.	Last Date of requesting any Queries before Pre-Bid Meeting	1700 hours IST on 12-06-2015
3.	Pre-Bid Meeting	1100 hours IST on 15-06-2015
4.	Last date of submission of RFP Responses	1500 hours IST on 26-06-2015
5.	Date of opening of eligibility criteria and technical bid	1600 hours IST on 26-06-2015

The time schedule will be strictly followed. Interested parties are requested to participate in the same.



Section - II

1 Bank of Baroda

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 5000+ branches in India and 104 branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda has sponsored three (3) RRBs in states viz. (1) Uttar Pradesh (2) Rajasthan and (3) Gujarat with aggregate number of more than 1800 branches. As a sponsor Bank, Bank of Baroda has the responsibility of CBS Setup for its sponsored RRBs.

2 Outsourcing IT Strategy for RRBs

On behalf of its sponsored RRBs, Bank of Baroda has implemented Core Banking Solution along with other associated applications & DC / DR IT Infrastructure. A separate dedicated DC, DR, NDR Infrastructure have been implemented in a co-host model which caters to all branches of Bank's three sponsored RRBs. The managed services have been outsourced to System Integrator & various other Service providers. The details of all three sponsored RRBs are as under:

Sr. No.	Name of RRBs	State	Head Office	No of Branches (as on 31.03.2015)
1	Baroda Uttar Pradesh Gramin Bank (BUPGB)	Uttar Pradesh	Raebareli	895
2	Baroda Rajasthan Kshetriya Gramin Bank (BRKGB)	Rajasthan	Ajmer	727
3	Baroda Gujarat Gramin Bank (BGGB)	Gujarat	Bharuch	214
	Total			1836



Bank has implemented Finacle as Core Banking Solution for its sponsored RRBs with various other standard modules / interfaces including payment systems, delivery channels, AML, Government Business, Locker etc. SI has been engaged for managed services of Finacle along with other applications & its associated IT Infrastructure viz. Server, Network, Security etc.

Bank has outsourced RRB DC, DR & Near DR facilities to established Data Centre service providers in a co-host model. DC & DR Setups are physically separated in two different cities. Near DR setup is located at a different location near to DC complying with industry standard guide lines.

DC/DR are connected to the RRB's Branches, Regional Offices and Head Offices through Bank Wide Area Network. The branches are connected to Data Centres/ DR through Leased Line (MPLS) and VSAT connectivity. The Disaster Recovery Center has similar setup as that of DC complying with high uptime availability 99.9X%



Section - III

1 Current RFP Objectives:

1.1 Outsourcing Objective

On behalf of its Sponsored RRBs, the Bank wishes to appoint a competent Technical Consultant to assist Bank in finalizing strategy & selection of System Integrator (SI)/ service provider(s) for outsourcing engagement of implemented RRB DC / DR IT Infrastructure, Core Banking Solution application & other associated applications along with link management services for branches. The Technical Consultant will be responsible as per the scope and timeliness outlined below.

Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision may be advised during the course of the engagement.

2 Scope, Eligibility and Evaluation etc.

2.1 Outsourcing Engagement Scope

As a part of Core Banking Solution implementation on behalf of RRBs, Bank has outsourced & engaged System Integrator (SI) & various service providers for RRB DC/DR Infrastructure & Core Banking Setup for its Sponsored RRBs. The current active outsourcing engagements with various service providers are as under –

- [A] Managed Services for RRB DC/DR Infrastructure (Server, Network & Security) & all Implemented Applications including Finacle Core Banking Solutions, Helpdesk
- [B] Co-hosting services for RRB DC/DR Infrastructure (Server, Network & Security)
- [C] MPLS Terrestrial Links (LL) - Link Management Services for Core Links & Branch Connectivity

On behalf of its Sponsored RRBs, Bank wishes to engage the technical consultant for advisory services towards outsourcing engagement strategy for next five



years towards current active engagement with various service providers and to take assistance in finalising System Integrator (SI) / Service providers. The broad scope of the technical consultant's engagement will cover following major areas:

a) **Define Outsourcing Engagement Strategy -**

Gain understanding of the implemented IT landscape of RRB DC/DR IT Infrastructure (Server, Network & Security), CBS & other Application Setups, Helpdesk, Branch Network & Connectivity.

Current state assessment of implemented IT Infrastructure & Applications, it's capacity, End-of-Support (EOS) / End-of-Life (EOL), license, current & expected growth and advice the Bank on technology refresh strategy to accommodate organic & in-organic growth by considering the engagement at least for next five years.

Review current state assessment of implemented setup, it's engagements with respective Systems Integrator (SI) / Service providers, it's inter-dependencies and advice Bank on outsourcing engagement strategy for next five years for above mentioned three outsourcing engagements.

The broad scope of work are:-

1. Conduct a detailed current state assessment of IT Infrastructure and SI services.
2. Study the current SI practices for the IT Service Management and Project Implementation. Also understand the experience of the bank in these areas with current SI to incorporate any learning's and modifications in future arrangements.
3. Apply learning from Consultant's leading practices and knowledge in those areas to provide inputs to the scope for suitable incorporation in the next engagement, if any



4. Define & prepare the current IT service catalogue and find out the *critical inter-dependence* between *all IT services and IT application portfolio*, under existing SI contract.
5. Ascertain the critical inevitable IT services/components, if any which should remain with existing System Integrator (SI) / Service Providers
6. Identify the components that would require upgrade, replacement, enhancement based upon the Bank's future requirements (for next five years) at the Data Centre, Disaster Recovery site for hardware, software, network, ATS, AMC, security, Connectivity, Co-hosting services, helpdesk across all applications and infrastructure components which are part of the current System Integrator(SI) / Service Provider's scope.
7. Define and benchmark Service Level Agreement (SLA) and Key Performance Indicators (KPI).
8. Assist in assessing business volumes and elements that need to be supported.
9. Define the strategy for IT outsourcing along with suitable procurement option evaluation in line with CVC and regulatory requirements and industry trends.
10. Assist the bank in preparing the rationale to gain the necessary approvals for such decisions including presentations to relevant committees, participate in key meetings and submission of necessary documents explaining the rationale for such decisions, as applicable.

Output of Consultant's Deliverable

For each above mentioned three outsourcing engagements:

- i. As Is State Assessment Report with EOS / EOL / Upgradability
- ii. Detailed Outsourcing Engagement Strategy Report for next five years with various available options, limitations if any, dependencies,



advantages /disadvantages & recommendations with justifications
Report on enhancement of current outsourcing engagement scope /
terms (if any)

iii. Technology refresh strategy along with suitable options

Note - Bank at its discretion may include or exclude technology refresh scope while floating RFP for selection of System Integrator (SI) / Service Provider.

b) Selection of System Integrator (SI) / Service Provider through RFP -

Prepare RFP & its scope and assist Bank in completing end-to-end selection process of System Integrator (SI) / Service Providers in all aspects. The consultant will be required to formulate RFP for engagement of System Integrator (SI) / Service providers for RRB DC/DR IT Infrastructure & CBS Applications Setup along with link management services for branches.

The System Integrator (SI)/ Service provider will have to respond to the RFP in the event of single sourcing scenario.

To review scope, SOW, deliverables, SLA/KPI of current engagement with existing SI/service providers and prepare & finalisation of new Scope, SOW, deliverables & SLA, for the next out sourcing engagement with further enhancement of service delivery by incorporating necessary changes, if any. To define RACI (Responsible - Accountable - Consult - Inform) Matrix for the SOW

The major steps (which are not exhaustive) includes are:

Request for Proposal (RFP) Document Preparation:

- Define the detail scope of outsourcing engagement for System Integrator (SI) / Service providers.
- Define the evaluation methodology
- Define the eligibility criteria
- Define the payment terms
- Define the formats & schedules for the bidders to submit the technical information



- Define the format for the commercial bid
- Define the framework for providing the Bill of Material
- Define the framework for hardware and bandwidth sizing (if required)
- Service Level Agreements
- Define the penalty clauses
- Define the terms and conditions for the project
- Discuss the defined documents with the Bank & RRB representatives and obtain consensus.
- Collate all the documents including the defined and agreed service levels and formulate the final RFPs for selection of vendors.
- Delivery of the final RFP(s) documents to the Bank for floating the same.
- Define fair cost estimation of RFPs to be floated.

- Conduct pre-bid meetings & assist the Bank in preparing the Pre-Bid Presentation.
- Assist the Bank in drafting the pre-bid technical and functional responses for the queries raised by the bidders

- Technical Evaluation
 - Assist Bank to evaluate the responses to RFP(s) based on defined criteria for respective RFP(s).
 - Understand the benchmark, with the expected upgradation/ refresh based on volume levels as specified by Bank.
 - As specified in RFP(s), evaluate the proposed models based on walkthroughs.
 - Provide a report to Bank listing all technically qualified vendors for respective RFP(s).
- Commercial Evaluation
 - Assist Bank in opening commercial bids of technically qualified vendors
 - Assist Bank to carry out commercial bid evaluation based on defined criteria and format in RFP.
 - Price discovery & negotiation
 - Total Cost of Ownership (TCO) analysis.
 - Provide a report to Bank detailing the results of commercial evaluation.
- Contract finalization



- Assist Bank in finalizing the terms of the outsourcing contract engagement with selected System Integrator / Service Providers
- The “Consultant” will assist in formulation of all Agreements, POs, SLAs & KPIs, NDAs, SOWs related to all activities i.e. [A],[B] & [C] mentioned under section-III 2.1 in consultation and to the complete satisfaction of the Bank.
- Detailed migration plan from the existing SI/Service providers to the new SI/Service providers (if different SI/Service providers are selected). This should include but not limited to all the products, Licenses, AMC, various softwares and Finacle module/interfaces, knowledge transfer, helpdesk service migration etc and ensure smooth transition.
- Consultant will provide the draft SOWs to the Bank for review and post approval from the bank provide the SOWs to SI for review.
- Consultant will review the responses prepared by SI / Service Provider, provide review comments and engage in a discussion with SI to conclude the SOWs.
- Consultant will review the technical bill of materials for compliance to bank’s requirements and identify gaps if any and assist the bank in resolving the same.
- In order to conduct a commercial assessment consultant will prepare a commercial price discovery benchmarking framework for the purpose of comparison based upon Consultants database of commercials for similar components in previous engagements and get the same approved by the Bank. Price discovery should be for at least 90% of the value of the commercials. Bank’s Database of commercial for similar components, if available, may be used by Consultant.
- Consultant will preliminarily review the commercials submitted by SI / Service Provider to identify any gaps in the commercials and ask for a resubmission.
- Consultant will analyze the resubmitted commercials based upon the pre-agreed framework and present the analysis to the bank.
- Consultant will be present in meetings and discussions with the Bank and SI to resolve any issues and provide inputs as applicable.
- Consultant will assist Bank in formulating the complete contract for the system integrator SI & Service providers.

Output of Consultant’s Deliverable



- For each above mentioned three outsourcing engagements:
- i. RFP for selection of System Integrator / Service Provider including Scope, Service Levels, Payment Terms, Evaluation Methodology for outsourcing engagement including assistance in pre-bid formulation.
 - ii. Evaluation Reports- Eligibility Evaluation, Technical Evaluation, Commercial Evaluation (price discovery, comparison & negotiation) for the engagements.
 - iii. Outsourcing Engagement Techno-Commercial Terms in all aspects including SOW, Scope, SLA, KPI for System Integrator / Service Providers

2.2 Eligibility Criteria:

The bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

- I. Bidder should be a Government Organization/PSU/ limited Company or a partnership firm and in to IT consultancy business, minimum for the past five years.
- II. Should be in existence for five years as on 31.03.2014. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account).
- III. Must be a net profit making entity continuously for the past three years i.e. 2011-12, 2012-13 & 2013-14 **or** should have a minimum Net worth of at least 50 crores in each of the past two years i.e. 2012-13 and 2013-14 (Net worth means the Tangible Net worth of the bidder).
- IV. Gross annual revenue of the bidding entity must be minimum Rs 50 crores for each of the past two years i.e. 2012-13 & 2013-14 out of operations in India.
- V. The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body. A self-declaration to this effect must be furnished.
- VI. The consulting firm or its subsidiaries should not be engaged with bank in the business of system integration or hardware or software solution providers or implementation services or providing facilities management services. A self-declaration to this effect must be furnished.



- VII. Should have prior experience in performing consultancy services comprising of IT strategy formulation, Core Banking vendor evaluation & selection and project management for at least one public sector commercial Bank/Private Bank/Foreign Banks in India/BFSI Sector in India. (Successful completion certificates or Purchase Order copy of contract awarded from the Organisation needs to be furnished along with the response)
- VIII. Should have prior experience in providing consultancy for Project Management of network architecture, security architecture, data centre, disaster recovery sites for at least one public sector commercial Bank/Private Bank/Foreign Banks in India/BFSI sector in India. (Successful completion certificates or Purchase Order copy of contract awarded from the Organisation needs to be furnished along with the response)

Note:

1. Organisations means Public Sector Banks/Private Sector Banks/BFSI (Banking Financial Services & Insurance) sector in India/Foreign Banks in India only including RBI and Department of Post (Banking Cell).
2. Banks exclude Cooperative Banks.

Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this Bid exercise.

Proposals of those bidders, who do not fulfill the Eligibility Criteria conditions as stated above fully, will be rejected.

2.3 Submission of Bids

Please also refer to Section -I, Point-12

Bidder will submit two separate demand drafts/banker's cheques/pay orders drawn in favour of Bank of Baroda payable at Mumbai towards Application Money for Rs. 15,000/- and EMD for Rs. 2,00,000/- respectively.

The Technical Proposal shall be to the requirement of the Bank in prescribed formats as per Annexure-A, B, C, D and E.

The Commercial Proposal shall be submitted in the format as per Annexure F.

The bidder shall submit the Proposals properly filed so that the papers are not loose. The Bidder shall submit the proposal in suitable capacity of the file such



that the papers do not bulge out and tear during scrutiny. All the pages of the proposals including documentary proofs should be numbered as " Page ____ (current page) of ____ (Total pages)" and be signed by authorized signatory. The current page number should be a unique running serial number across the entire proposal.

The technical proposal shall be organized and submitted as per the following sequence:

- a. Table of Contents (list of documents enclosed)
- b. Technical proposal with detailed activities broken down, effort estimate, manpower estimated to be deployed, team profile in prescribed formats as per annexure A, annexure C and annexure D
- c. Compliance certificate for all the terms and conditions as per Annexure-B
- d. All copies of certificates, documentary proofs etc.
- e. A CD containing soft copy of the proposal
- f. Masked Annexure F (i.e. a copy of the Commercial Bid without price figures)

It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its discretion.

The bid not accompanying Application Money and EMD is liable to be rejected.

Clarifications:

For any clarification with respect to this RFP, following Bank officials may be contacted by way of following communication means:

1. Name: Mr. Nityanand Bhadgaonkar, Chief Manager IT
Address: Bank of Baroda,
UTI Tower,
2nd Floor, RRB CBS Operations Centre
Bandra Kurla Complex, Mumbai, 400 051
Tel No. 022 - 67892811
E-mail Id: cm.non-cbs.dc@barodarrb.co.in
2. Name: Mr. Abhishek Tewari, Senior Manager IT
Address: Bank of Baroda,



UTI Tower,
2nd Floor, RRB CBS Operations Centre
Bandra Kurla Complex, Mumbai, 400 051
Tel No. 022 - 67892966
E-mail Id: sm.non-cbs.ops.dc@barodarrb.co.in

It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be addressed to the nominated point of contact.

Bidders should provide their E-mail address in their queries without fail since replies will be sent by e-mail.

The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.

FORMATS OF BIDS: The bidders should use the formats prescribed by the Bank in the RFP for submitting both technical and commercial bids. Any deviation in this regard entails the bidder for disqualification.

The Technical Proposal will be evaluated first for eligibility and then technical suitability for eligible bidders only. Commercial Proposal shall be opened only for the short-listed bidders who have qualified in the Technical Proposal evaluation.

2.3.1 Earnest Money Deposit (EMD):

Earnest Money Deposit of Rs 2,00,000/- (Rupees Two Lacs only) has to be submitted by way of Demand Draft / Banker's Cheque / Pay Order drawn in favour of "Bank Of Baroda" payable in Mumbai. Earnest Money will not carry any interest. The Earnest Money Deposit of unsuccessful bidders will be refunded while intimating the rejection of the bid. The Earnest Money Deposit of the successful bidder will be adjusted towards security deposit. The Demand Draft / Banker's Cheque / Pay Order towards Earnest Money Deposit should be delivered separately along with the sealed envelopes containing RFP responses and **it should not be kept inside the sealed envelopes containing RFP responses.**

The Earnest Money Deposit will be forfeited if:

- a) The bidder withdraws his tender before processing of the same.
- b) The bidder withdraws his tender after processing but before



- acceptance of “Letter of appointment” to be issued by the Bank
- c) The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this RFP.
 - d) The bidder violates any of the provisions of the terms and conditions of this RFP specification.

2.4 General Terms and Conditions (Please also refer to Section - I)

2.4.1 Term of Assignment:

The Consultant under this RFP will be appointed for a period extending till completion of finalization of the strategy and appointment of the System Integrator (SI) / Service Providers for above mentioned scope.

2.4.2 Adherence to Terms and Conditions:

The bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Respondents, such responses may be disqualified and may not be considered for the selection process.

2.4.3 Execution of SLA/NDA:

The Consultant should execute an agreement, which would include all the services and terms and conditions including Non Disclosure, to be extended as detailed herein and as may be prescribed by the Bank. The Consultant should execute agreement within one month from the date of acceptance of Letter of Appointment.

2.4.4 Other terms and conditions:

1. The Bank reserves the right to :
 - Reject any and all responses received in response to the RFP
 - Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
 - To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
 - Extend the time for submission of all proposals
 - Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
 - Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.



- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
 - Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
 - Interview the personnel being deployed on the project
2. **WORK SPACE FOR CARRYING OUT ACTIVITIES:** The key persons identified by the consultant for the project should carry out their activities from UTI Tower, Bandra Kurla Complex, Mumbai and Baroda Sun Tower, Bandra Kurla Complex, Mumbai or any other suitable location as provided by the Bank/RRBs in Mumbai. The consultant has to furnish the work space required by them.
3. **SUBSTITUTION OF PROJECT TEAM MEMBERS:** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the vendor or Consultant, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments(including past payments and payment made in advance) made by the Bank to the Consultant during the course of the assignment pursuant to this RPF besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the unconditional right to insist the Consultant to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment pursuant to this RPF.
4. **PROFESSIONALISM:** The Consultant should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.
5. **ADHERENCE TO STANDARDS:** The Consultant should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.
6. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Consultant.



7. The Bank reserves the right to ascertain information from the other banks and institutions to which the bidders have rendered their services for execution of similar projects.
8. **EXPENSES :** It may be noted that Bank will not pay any amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”.
9. **PAYMENT TERMS:** Bank will release the payment of the agreed Professional Fees to the Consultant, for which contract will be executed, on completion of the assignments/projects. The Consultant shall deliver all the “Deliverables “pertaining to scope mentioned under point no. 2.1, in Section - III of this RFP document.

The payment terms for each of activities i.e. [A],[B] & [C] as mentioned under Section III-2.1 outsourcing Engagement Scope, shall be released by the Bank as per the following payment schedule separately.



Scope	Milestone	Payment (Percentage of Sub Total (A) Annexure- F)
Current state Study & Outsourcing Strategy	On submission of the Current State Study report for all three areas including technology refresh	25%
RFP/Procurement finalization (On formulating the complete RFP and assisting the Bank to float for each)	[A] Managed Services for RRB DC/DR Infrastructure (Server, Network & Security) & all Implemented Applications including Finacle Core Banking Solutions, Helpdesk	5%
	[B] Co-hosting services for RRB DC/DR Infrastructure (Server, Network & Security)	5%
	[C] MPLS Terrestrial Links (LL) - Link Management Services for Core Links & Branch Connectivity	5%
Evaluation – Eligibility Criteria, Technical Evaluation (On submission of the Eligibility Criteria Evaluation report and Technical Evaluation report for each of the three mentioned areas)	[A] Managed Services for RRB DC/DR Infrastructure (Server, Network & Security) & all Implemented Applications including Finacle Core Banking Solutions, Helpdesk	5%
	[B] Co-hosting services for RRB DC/DR Infrastructure (Server, Network & Security)	5%
	[C] MPLS Terrestrial Links (LL) - Link Management Services for Core Links & Branch Connectivity	5%
Commercial Evaluation, price discovery, price negotiation and contract finalization (On submission of commercial evaluation report, price negotiation and contract finalization of SI/ Service providers for each of the three mentioned areas)	[A] Managed Services for RRB DC/DR Infrastructure (Server, Network & Security) & all Implemented Applications including Finacle Core Banking Solutions, Helpdesk	15%
	[B] Co-hosting services for RRB DC/DR Infrastructure (Server, Network & Security)	15%
	[C] MPLS Terrestrial Links (LL) - Link Management Services for Core Links & Branch Connectivity	15%
TOTAL		100%

10. The bidder cannot change key resources during entire period of execution of the scope unless consented in written by the Bank.
11. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
12. **CONTRACT PERFORMANCE GUARANTEE:** The selected bidder has to provide an unconditional and irrevocable Performance Bank Guarantee



- for 10% of the contract value from a Public Sector Bank towards due performance of the contract in accordance with the specifications, terms and conditions of this RFP document, within 15 days from the date of letter of appointment. The Performance Guarantee shall be kept valid for the entire period of assignment with additional claim period of three months after expiry of validity period. The format of the Performance Bank Guarantee is given in Annexure G.
13. **SECURITY DEPOSIT:** The selected bidder has to deposit with the Bank an amount equivalent to 10 % of the contract value towards security deposit for the entire period of assignment, within 15 days from the date of letter of appointment.
14. **SINGLE POINT OF CONTACT:** The selected bidder should have a local office in Mumbai and has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., etc. Escalation matrix should also be provided with full details.
15. **APPLICABLE LAW AND JURISDICTION OF COURT :**The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).
16. **LIQUIDATED DAMAGES (LD):** If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right to recover penalty at the rate 1% of the contract value per week or part thereof maximum upto 10% if the delay is on the part of consultant.

If the selected Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per Bank's satisfaction, then the Bank can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Bidder.

The Penalty and Liquidated Damages as mentioned above shall be independent of each other and will be levied separately or jointly, as the case may be, as per discretion of the Bank.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the



responsibility of the selected Bidder to prove that the delay is attributed to the Bank or Force Majeure. The selected Bidder shall submit the proof authenticated by the selected Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment. If the delay is attributable to the Bank or Force Majeure, or any other circumstances beyond the control of the selected Bidder, then the Bank will extend the period of contract to the extent of delay without charging any Penalty / Liquidated Damages.

If the selected Bidder fails to perform its obligation as per the contract then BOB reserves the right to get the balance work executed by another service provider as per choice of BOB and the selected Bidder shall be liable for all expenses incurred by BOB in this regard.

17. **FORCE MAJEURE:** Any failure or delay by vendor or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.
18. **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.
19. **INDEMNITY :** The selected Bidder shall, at its own expense, indemnify, defend and hold harmless BOB and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) that may be occurring due to, arising from or relating to:



- (i) a breach, non-performance or inadequate performance by the selected Bidder of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement; or
- (ii) the acts, errors, representations, misrepresentations, willful misconduct or negligence of the selected Bidder, its employees in performance of its obligations under this Agreement; or
- (iii) any deficiency in the services of the selected Bidder or
- (iv) violation of any applicable laws by the selected Bidder, its agents, employees, representatives etc.

The selected Bidder shall indemnify, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc by the selected Bidder and its employee / agents.

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

- 20. 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
- a. It is not in conformity with the instructions mentioned in this RFP document.
 - b. It is not accompanied by the requisite Application Money & EMD.
 - c. It is not properly/duly signed.
 - d. It is received through Telex / Telegram/ Fax.
 - e. It is received after expiry of the due date and time
 - f. It is incomplete including non-furnishing the required documents.
 - g. It is evasive or contains incorrect information.
 - h. There is canvassing of any kind.
 - i. It is submitted anywhere other than the place mentioned under Section-I, point 12.1.3

- 21. NON PAYMENT OF PROFESSIONAL FEES:** If any of the items/activities as mentioned in the price bid and as mentioned in



- annexure C are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the consultant in the Price Bid against such activity/item.
22. **ASSIGNMENT:** Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Consultant, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.
23. **NON - SOLICITATION:** The Consultant, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the RRBs or 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 RRBs or Bank in rendering services under the contract; or b) induce any person who shall have been an employee or associate of the RRBs or Bank at any time to terminate his/ her relationship with the RRBs or Bank.
24. **NO EMPLOYER-EMPLOYEE RELATIONSHIP:** The Consultant or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank/RRBs or any of its employees/officers/ staff/representatives/ personnel/agents.
25. **VICARIOUS LIABILITY:** The Consultant shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Consultant 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 shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Consultant, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Consultant shall be paid by the Consultant 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 Consultant's employees, agents, contractors, subcontractors etc. The Consultant 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, that may arise from whatsoever



nature caused to the Bank through the action of Consultant's employees, agents, contractors, subcontractors etc.

26. SUBCONTRACTING: The Consultant shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the consultant under the contract without the prior written consent of the Bank.

27. CANCELLATION OF CONTRACT AND COMPENSATION: The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances. The Bank would provide 30 days notice to rectify any breach/ unsatisfactory progress :

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder 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 bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- If the selected bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

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's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

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 Bank Guarantee/Security Deposit, if any, under this contract.

28. DISPUTE RESOLUTION: If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and



if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to arbitration. Both Parties may agree upon a single arbitrator or each Party shall appoint one arbitrator and the two appointed arbitrators shall there upon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Mumbai. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

29. **AUDIT:** The selected Bidder shall, if required, allow the Reserve Bank Of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the selected Bidder relating to this RFP, within a reasonable time failing which selected Bidder will be liable to pay any charges/ penalty levied by RBI. The selected Bidder shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to the Bank or this RFP by one or more of RBI officers or employees or other persons duly authorized by RBI.

30. **CONSULTANT'S SELECTION/EVALUATION PROCESS:**

The competitive bids shall be submitted in three stages:

- ▶ Stage 1 - Eligibility criteria
- ▶ Stage 2 - Technical Bid
- ▶ Stage 3 - Commercial Bid

Eligibility Bid Criteria

Eligibility criterion for the consultant to qualify this stage is clearly mentioned in Section III - 2.2 of this document. Bidders who meet these criteria would only qualify for the second stage of evaluation. The bidder would also need to provide supporting documents for eligibility proof. All the credentials of the consultant necessarily need to be relevant to the Indian market. The decision of the Bank



shall be final and binding on all the bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

Technical Evaluation

Technical bid documents will be examined from the Eligibility Criteria angle. Bidders, who fulfill the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned in point no. 2.2, Section III, their bids only will be taken up for further evaluation/selection process rejecting the remaining bids.

The bidders would need to provide supporting documents for eligibility proof. All the credentials of the bidders necessarily need to be relevant to the Indian market. The decision of the Bank shall be final and binding on all the bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

A maximum of 100 marks will be allocated for the technical bid. The evaluation of technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage. The bidders scoring less than 75 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for selection process. Once the evaluation of technical proposals is completed, the bidders who score equal to, or more than the prescribed cut-off score will only be short listed. In case there is only one bidder having technical score of 75 or more, the Bank may, at its discretion, also consider the next highest technical score.

In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 75, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top 2 scores.

The evaluation of technical proposals, among other things, will be based on the following:

1. Prior experience of the bidder in undertaking projects of similar nature.
2. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
3. Methodology/Approach proposed for accomplishing the proposed activities/assignments.
4. Activities / tasks & effort estimate etc.

Various stages of technical evaluation are presented below :



1. Paper evaluation based on response
2. Arriving at the final score on technical proposal after Presentation –cum – Interview.

Presentation-cum-Interview:

The short-listed bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities and strengths of the bidders in implementation of such activities/assignments. The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decides to seek more information from the Respondents in order to normalize the bids. However, Respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

The commercial proposals of technically short listed bidders will then be opened.

The detailed break-up of the scoring is mentioned in **2.6 - Technical Evaluation Criteria**.

2.5 Commercial Bid Evaluation Criteria

It may be noted that commercial bids will be subjected to following evaluation process.

Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 75% (75 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation. If only one bidder qualifies, then the Bank may, at its discretion, also consider the next highest technical score. In case none of the participant bidders scores 75% or more marks in the Technical Evaluation, the commercial bid of only top 2



bidders on the basis of technical evaluation will be opened and the one having the “least price” will be invited for further negotiation of the contract.

Price quote provided by the bidder will be discounted as per the formula given below. A comprehensive “**Score (S)**” will be arrived at after considering the nominal commercial quote and the marks obtained in technical evaluation with relative weights of 30% for commercials and 70% for technical. The bidder with the highest score will be declared successful.

Reverse Auction

The Bank shall conduct the reverse auction on ‘total consultation cost’ as per the Bill of Material and the price so obtained after closure of Reverse Auction shall be taken into account for Techno-Commercial Evaluation. The required Business Rule document shall be shared with the Technically Qualified Bidders at least 7 days in advance before the start of Reverse Auction. Bidders have to submit final itemised price to the Bank within 24 hours of closure of Reverse Auction process.

Computation Methodology for arriving at “Least Price / Least Quote”

1. Cut - Off score for technical bid will be 75 marks (or the top score in case none of the bidders reaches the cut-off)
2. In case there is only one bidder having technical score of 75 or more, the next highest technical scorer will be considered. In case, no bidder is having score of 75, Bank may, at its discretion, take up 2 top scoring bidders, on technical evaluation and compute the “Score” as per the table below

Bank will give 70% weightage to technical score while comparing the commercial quote. The procedure is as under:

A ‘Score (S)’ will be calculated for all qualified bidders using the following formula:

$$S = ((LEC/EC*100)*0.3) + (TE * 0.7)$$

where LEC stands for Lowest Evaluated Cost, EC stands for Evaluated Cost and TE stands for Technical Evaluation Score.

Highest Point Basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-



2 and H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. The example of techno-commercial evaluation methodology are as under:

TECHNO-COMMERCIAL EVALUATION METHODOLOGY (Post Reverse Auction)							
Bidders	Technical Evaluation score (TE)	Cost Quoted (Evaluated Cost - EC)	Commercial Evaluation (LEC/EC*100)	Commercial Evaluation * 0.30 [X]	Technical Evaluation * 0.7 [Y]	Final Techno-commercial Evaluation Score [X+Y]	Final Rank
A	75	3000000	100.00	30.00	52.50	82.50	H2
B	80	3500000	85.71	25.71	56.00	81.71	H3
C	90	4000000	75.00	22.50	63.00	85.50	H1

Note : EC- Evaluated cost (i.e. bidders quote) ; LEC - Lowest Evaluated Cost - Rs.30,00,000/- quoted by Bidder 'A'

Proposal C at the evaluated cost of Rs. 40,00,000/- will be declared as winner and recommended for negotiations/approval, to the competent authority.

Bank reserves the right to negotiate the price with the **finally** short listed bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder, till the Least Price bidder declines to accept the offer.

2.6 Technical Evaluation Criteria

Technical criteria are classified under 3 heads - Credentials, People and Reference checks. The table below highlights the parameters under the technical criteria and scoring methodology.

Evaluation Parameters	Max Mark	Scoring Methodology
CREDENTIALS		
1) Should have prior experience in performing consultancy services comprising of IT strategy to Core Banking vendor evaluation and selection.	40	<ul style="list-style-type: none"> ▪ Full marks- if the criteria are met for 4 or more PSU Banks . ▪ 30 marks - if the criteria is met for 3 PSU Banks.. ▪ 20 marks - if the criteria is met for 2 PSU Banks.
<i>Proof of such work should be submitted along with the</i>		



<i>response.</i>		<ul style="list-style-type: none"> ▪ 10 marks - if the criteria is met for 1 PSU Bank. <p>The marking/weightage is as under:</p> <ol style="list-style-type: none"> a) 100% for consultancy services provided for Public Sector Banks , b) 90% for other Banks (Private/Foreign Banks in India only) and c) 80% for other s in BFSI Sector in India.
<p>2) Should have prior experience in performing consultancy services/Project Management in Finacle as Core Banking Solution.</p> <p><i>Proof of such work should be submitted along with the response.</i></p>	20	<ul style="list-style-type: none"> ▪ Full marks- if the criteria are met for 2 or more PSU Banks. ▪ 10 Marks for one PSU Bank. <p>The marking/weightage is as under:</p> <ol style="list-style-type: none"> a) 100% for consultancy services provided for Public Sector Banks , b) 90% for other Banks (Private/Foreign Banks in India only) and c) 80% for other s in BFSI Sector in India.
<p>3) Should have prior experience in providing consultancy for Project Management of network architecture, security architecture, data centre/disaster recovery sites.</p> <p><i>Proof of such work should be submitted along with the response.</i></p>	10	<ul style="list-style-type: none"> ▪ Full Marks for 2 PSU Banks ▪ 5 Marks - for 1 PSU Bank. <p>The marking/weightage is as under:</p> <ol style="list-style-type: none"> a) 100% for consultancy services provided for Public Sector Banks , b) 90% for other Banks (Private/Foreign Banks in India only) and c) 80% for other s in BFSI Sector in India.
Credentials Sub-Total	70	
PEOPLE		
The Consultant should have a pool of resources in the below mentioned areas.		
The areas of expertise are :		
<p>4) The proposed Project Director should have Management Consulting experience of over 10 years and should have experience in Consultancy in PSU Banks/ Private sector/Foreign Banks in India /BFSI sector in India.</p>	10	<ul style="list-style-type: none"> ▪ FULL marks - Three or more PSU Banks ▪ 7.5 marks -Two PSU Banks ▪ 5 marks - One PSU Bank <p>The marking/weightage is as under:</p> <ol style="list-style-type: none"> a) 100% for consultancy services provided for Public Sector Banks , b) 90% for other Banks (Private/Foreign Banks in India only) and c) 80% for other s in BFSI Sector in India.
<p>5) The proposed Project Manager should have Management Consulting experience of over 8 years and should have experience in Consultancy in PSU</p>	5	<ul style="list-style-type: none"> ▪ FULL marks - Three PSU Banks ▪ 3 marks - Two PSU Banks ▪ 2 marks - One PSU Bank



Banks/ Private sector/Foreign Banks in India /BFSI sector in India.		The marking/weightage is as under: a) 100% for consultancy services provided for Public Sector Banks , b) 90% for other Banks (Private/Foreign Banks in India only) and c) 80% for other s in BFSI Sector in India.
PEOPLE Sub-Total	15	
CONSULTANT TECHNICAL PRESENTATION		
Demonstration of in-depth understanding of the Bank outsourcing engagement requirements through the technical proposal supplemented by Presentation & interactions.	15	Evaluation based on Technical Presentation made by the Bidder
Technical Presentation Sub-Points	15	
Total - Technical Evaluation Marks	100	

Note :

1. Organisations means Public Sector Banks/Private Sector Banks/BFSI (Banking Financial Services & Insurance) sector in India/Foreign Banks in India only including RBI and Department of Post (Banking Cell).
2. Banks exclude Cooperative Banks.

2.7 Timelines:

The exercise of selection of Consultant is expected to be completed within three months from the date of publish of the RFP.



ANNEXURE- A

Technical Proposal format:

Particulars to be provided by the bidder in the technical proposal –

No	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution. Certified copy of “Partnership Deed” or “Certificate of Incorporation/commencement of business”, Memorandum of Association, Articles of Association should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank.	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of: Description of business and business background Service Profile & client profile Domestic & Int’l presence Alliance and joint ventures	
9	Whether the bidder is in to IT consulting business, if yes then mention the period (evidence to be enclosed).	
10	Details of experience/knowledge possessed in the areas of CBS evaluation/System Integrator (SI)/ Service Provider selection / outsourcing engagement.	
11	Gross annual revenue of the bidder (not of the group) Year 2011-12 Year 2012-13 Year 2013-14 (Copy of audited financial statements for above years to be submitted)	Total From Audit



No	Particulars	Details to be furnished by the bidder
12	<p>Net Worth (Tangible) of the bidder (not of the group) Year 2012-13 Year 2013-14 And profits for the past 3 years Year 2011-12 Year 2012-13 Year 2013-14 Documentary proofs are to be enclosed</p> <p>Networth is to be calculated as follows: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) - (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets).</p> <p>Audited Financial statements for the financial years 2011-12, 2012-13 and 2013-14 and Certified letter from the Chartered Account should be submitted. The CA certificate in this regard should be without any riders or qualification.</p>	
13	<p>Details of prior experience in performing consultancy services comprising of IT strategy to Core Banking vendor/System Integrator (SI) / Service Provider evaluation/selection and project management (i.e. the vendor should have handled the consultancy work comprising of IT strategy to Core Banking vendor evaluation and selection and project management in organization in India only.</p> <p>Organisations mean Public Sector Banks/Private Sector Banks/Foreign Banks in India only including RBI and Department of Post (Banking Cell)/BFSI Sector in India.</p> <p><i>Proof of such work should be submitted along with the response</i></p>	
14	<p>Details of the Core Banking Solution handled for Experience mentioned under Point 13 above.</p>	
15	<p>Details of prior experience in project management CBS implementation and providing Consultancy services for selection for DC/DR/ Network/Security architecture related consultancies for organisations in India.</p> <p>Organisations mean Public Sector Banks/Private Sector Banks/Foreign Banks in India only including RBI and Department of Post (Banking Cell)/BFSI Sector in India.</p> <p><i>Proof of such work should be submitted along with the response</i></p>	
16	<p>Name of the Engagement Manager & Overall person responsible(team leader) identified for this assignment and their professional qualifications and experience/expertise Details of similar assignments handled by the said team leader. Documentary proofs for all the assertions are to be enclosed</p>	As per annexure D



No	Particulars	Details to be furnished by the bidder
17	Names of the other team members identified for this assignment and their professional qualifications and experience/expertise Details of similar assignments handled by the said team members Documentary proofs for all the assertions are to be enclosed	As per annexure D
18	Estimated work plan and time schedules for providing services for this assignment	
19	Effort estimate and elapsed time are to be furnished in annexure C	As per annexure C
20	Details of inputs, infrastructure requirements required by the bidder to execute this assignment.	
21	Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.	
22	Details of deliverables, other than the Deliverables specified by the Bank, the bidder proposes with specific reference to the scope of work.	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.



5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Date :

Seal & Signature of the bidder



ANNEXURE - B
Compliance Certificate

To
General Manager,
(IT & DWH),
Bank of Baroda,
Baroda Corporate Centre,
C-26, G-Block, Bandra kurla Complex,
Bandra (East), Mumbai 400 051.

Date :

Dear Sir,

Ref: -

1. Having examined the Request for Proposal (RFP) including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the desired services for the **Technical Consultancy for advisory services towards outsourcing engagement for RRB DC / DR existing IT Infrastructure & CBS Application Setup** in conformity with the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this bid.
2. If our Bid is accepted, we undertake to complete the assignment within the scheduled time lines.
3. We confirm that this offer is valid for six months from the last date for submission of RFP to the BANK (RFP closing date).
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. 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".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred/black-listed by any regulatory / statutory authority and we have the required approval to be appointed as a consultant to provide the services to Bank.
8. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

Signed Dated

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:



ANNEXURE -C

Estimated Effort and Elapsed Time

Estimated efforts & elapsed time for each of three activities i.e. [A], [B] & [C] mentioned under section-III 2.1 Outsourcing Engagement Scope separately

Sr.No.	Major Activities	Elapsed Time	Effort in Man days	Number of team members who will be deployed	Remarks
1	Current state Study & Outsourcing Strategy				
RFP/Procurement finalisation					
2	[A] Managed Services for RRB DC/DR Infrastructure (Server, Network & Security) & all Implemented Applications including Finacle Core Banking Solutions, Helpdesk				
	[B] Co-hosting services for RRB DC/DR Infrastructure (Server, Network & Security)				
	[C] MPLS Terrestrial Links (LL) - Link Management Services for Core Links & Branch Connectivity				
Evaluation - Eligibility Criteria, Technical Evaluation					
3	[A] Managed Services for RRB DC/DR Infrastructure (Server, Network & Security) & all Implemented Applications including Finacle Core Banking Solutions, Helpdesk				
	[B] Co-hosting services for RRB DC/DR Infrastructure (Server, Network & Security)				
	[C] MPLS Terrestrial Links (LL) - Link Management Services for Core Links & Branch Connectivity				
Commercial Evaluation, price discovery, price negotiation and contract finalisation					
4	[A] Managed Services for RRB DC/DR Infrastructure (Server, Network & Security) & all Implemented Applications including Finacle Core Banking Solutions, Helpdesk				
	[B] Co-hosting services for RRB DC/DR Infrastructure (Server, Network & Security)				
	[C] MPLS Terrestrial Links (LL) - Link Management Services for Core Links & Branch Connectivity				

Place:

Date:

Seal and Signature of Bidder:



ANNEXURE - D

Proposed Team Profile

SI No	Name of Proposed Engagement Manager /Proposed Overall person responsible/ Proposed Team Member	Prof. Qualifications	Certifications/ Accreditations	CBS evaluation/ implementation consultancies/Outsourcing engagement related expertise In terms of years and areas of expertise	IT Expertise In terms of years and areas of expertise	Number of similar assignments involved In Public Sector Banks in India

Documentary proofs are to be enclosed to substantiate the claims made.

Place:

Date:

Seal and signature of the bidder



ANNEXURE -E

Comments on the Terms & Conditions, Services and Facilities provided:

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, Terms & Conditions 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.

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



ANNEXURE - F

Commercial Bid Format

Major Activities		Quoted Price (Professional Fees in Rs)
1. Current state Study & Outsourcing Strategy		
2. Outsourcing engagement and contract finalisation for:	[A] Managed Services for RRB DC/DR Infrastructure (Server, Network & Security) & all Implemented Applications including Finacle Core Banking Solutions, Helpdesk	
	[B] Co-hosting services for RRB DC/DR Infrastructure (Server, Network & Security)	
	[C] MPLS Terrestrial Links (LL) - Link Management Services for Core Links & Branch Connectivity	
Sub Total (A)		

Optional Requirement	Rate per man Day	Rate for 100 man days
Project Management Assistance (for reverse transition services if required)		
Sub Total (B)		

Grand Total - [A + B]	
--------------------------------	--

Terms & Conditions:

- The fee quoted above is in lump sum (fixed price) amount and any additional amount will not be payable by the Bank for whatsoever reasons.
- The fee quoted is inclusive of all taxes, duties, levies, etc. excluding service tax.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- The fee quoted also includes the cost of all deliverables pertaining to scope mentioned under point no. 2.1 in Section - III.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Place :

Date :

Seal & Signature of the bidder

Note:



There are various items/tasks/activities that are covered under scope of work but not included in the table above, the same should be considered /included while quoting the various items/tasks/activities referred above.

The Consultant will have to work as per the timings of the Bank.

Resource Level Mapping

Sr. No.	Level of Resources	Designations / equivalent designations falling under this category
1	Team Member	Consultants / Sr. Consultants / Asst. Managers
2	Senior Resource	Partner / Director / Managing Director / Sr. Managers / Vice President / Executive Director / Deputy Director / Manager / Asst. Vice President / Senior Prof. of top B-schools or Engineering Colleges



ANNEXURE - G

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

The General Manager (IT & DWH)
Bank of Baroda, C-26, G-Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai- 400 051

WHEREAS M/s. _____, a Company registered under the Indian Companies Act, 1956 and having its registered Office at _____

_____ (hereinafter referred to as "**Vendor**") was awarded a contract by Bank of Baroda (**BOB**) vide their Purchase Order no. _____ dated _____ (hereinafter referred to as "PO") for _____.

AND WHEREAS, as per terms of the conditions as stipulated in the Purchase Order (PO) and Request for Proposal Document No. _____ dated _____ for _____

(hereinafter referred to as "RFP"), the Vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector bank in India in your favour for **Rs _____ (Rupees _____ only)** towards due performance of the contract in accordance with the specifications, terms and conditions of the PO and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Vendor has approached us for providing the Bank Guarantee.

AND WHEREAS at the request of the Vendor, WE _____, a body corporate In terms of the Banking Companies Acquisition and Transfer of Undertakings Act 1970/1980, and having its _____ at _____ and a branch interalia at _____ India have agreed to issue the Bank Guarantee.

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

1. We _____ do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. _____ /-(Rupees _____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the PO and the RFP and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _____ /-(Rupees _____ only) as may



be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.

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



10. The Bank Guarantee shall not be affected by any change in the constitution of the Vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Vendor shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a. Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ Only);
 - b. This Bank Guarantee shall be valid and remain in force up to 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

End of Document

Bank of Baroda,
Baroda Corporate Centre,
C-26, G-Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051.