



Request for Qualification (RFQ)

(On behalf of Bank's Sponsored RRBs)

**Selection
of
Managed Service Provider (MSP)
for
Facility Management Services (FMS)
towards
RRB DC/DR/Near DR Infrastructures & Network
Hardware of Branches/Offices along with
CBS & allied Applications and Helpdesk Support for
Bank of Baroda Sponsored RRBs**



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

Date: 29th February 2016

RFQ Reference No. BCC:IT:RRB-DC:PROJ:108:53



[A] Important Dates:

| # | Particulars | Timeline |
|---|--|--|
| 1 | RFQ Issuance Date | 29 th February 2016 |
| 2 | RFQ Coordinator Name, Contact details (Bank) | 1) Mr. Nityanand Bhadgaonkar CM (IT) Contact No. - 022-67892811 Email: cm.non-cbs.dc@barodarrb.co.in 2) Mr. Abhishek Tewari Sr. Manager (IT) Contact No. - 022-67892966 Email: sm.non-cbs.ops.dc@barodarrb.co.in Postal Address: The Chief Manager (IT), Bank of Baroda RRB CBS Operation Center, 2 nd floor, South Wing UTI Tower, Behind Asian Heart Institute BKC, Mumbai-400051 |
| 3 | Last Date of Written request for Clarifications Before the Pre-Application Meeting | 8 th March 2016 |
| 4 | Pre-Application Meeting | 3.30 PM on 11 th March 2016 at Bank of Baroda RRB CBS Operation Center, 2 nd floor, South Wing UTI Tower, Behind Asian Heart Institute BKC, Mumbai-400051 |
| 5 | Last Date of Submission of Application (Closing Date) | 3.30 PM on 28 th March 2016 at Bank of Baroda RRB CBS Operation Center, 2 nd floor, South Wing UTI Tower, Behind Asian Heart Institute BKC, Mumbai-400051 |
| 6 | Application opening date for Eligibility | 4.00 PM on 28 th March 2016 at Bank of Baroda RRB CBS Operation Center, 2 nd floor, South Wing UTI Tower, Behind Asian Heart Institute BKC, Mumbai-400051 |
| 7 | Application Money | Rs. 25,000/- (Rupees Twenty Five thousands only) |



[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. BOB means 'Bank of Baroda'
2. Bank, means 'Bank of Baroda' or its 'Sponsored RRBs'
3. RRB means 'Regional Rural Bank'
4. Recipient, Respondent, Bidder and Service Provider means the respondent to the RFQ document
5. Proposal, Bid means "Response to the RFQ Document"
6. MSP means 'Managed Service Provider'
7. RFQ means the Request for Qualification document
8. RFP means the Request For Proposal document
9. The word bank and RRB are used interchangeably as the Bank is issuing the RFQ on behalf of its sponsored 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 strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



Contents

| | |
|--|-----------|
| 1. Introduction..... | 6 |
| 1.1 Introduction | 6 |
| 1.2 Information Provided | 6 |
| 1.3 For Respondent Only..... | 6 |
| 1.4 Disclaimer..... | 6 |
| 1.5 Costs Borne by Respondents | 7 |
| 1.6 No Legal Relationship | 7 |
| 1.7 Recipient Obligation to Inform Itself | 7 |
| 1.8 Evaluation of Offers | 7 |
| 1.9 Errors and Omissions..... | 8 |
| 1.10 Standards | 8 |
| 1.11 Acceptance of Terms..... | 8 |
| 2. RFQ Response terms | 9 |
| 2.1 Lodgment of RFQ Response..... | 9 |
| 2.2 Registration of RFQ Response | 9 |
| 2.3 Late RFQ Policy | 9 |
| 2.4 RFQ Validity period..... | 10 |
| 2.5 Requests for Information | 10 |
| 2.6 Notification | 10 |
| 2.7 Disqualification | 11 |
| 2.8 Language of Response..... | 11 |
| 2.9 Formats of Applications | 11 |
| 2.10 Timeframe..... | 11 |
| 2.11 RFQ Response Submission Details | 11 |
| 2.12 Commercial Bid..... | 13 |
| 3. Project Details..... | 14 |
| 3.1 Introduction and Project Overview..... | 14 |
| 3.2 Purpose..... | 14 |
| 3.3 Project Scope | 15 |
| 4. Evaluation process..... | 16 |
| 5. Rules for responding to this RFQ | 17 |



| | | |
|------------|---|-----------|
| 5.1 | General..... | 17 |
| 5.2 | Others | 17 |
| 5.3 | Other RFQ Requirements | 18 |
| 5.4 | Corrupt and Fraudulent Practices | 19 |
| 5.5 | Right to Reject Bids..... | 19 |
| | Annexure 01 – Bid – Table of Contents | 20 |
| | Annexure 02 – Eligibility Criteria..... | 21 |
| | Annexure 03 - Undertaking..... | 25 |
| | Annexure 04 – Conformity with hard Copy Letter | 27 |
| | Annexure 05 – Conformity Letter | 28 |
| | Annexure 06 – Integrity Pact | 29 |



1. Introduction

1.1 Introduction

This Request for Qualification (RFQ) document has been prepared by Bank of Baroda (on-behalf of its sponsored RRBs) solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Managed Service Provider (MSP) for Facility Management Services (FMS) towards RRB DC / DR / Near DR Infrastructures (Servers, Storage, Database, Network Security etc.) and Network Hardware of Branches/Offices along with Core Banking System (CBS) & allied Applications, Branch Network Devices and Helpdesk Support for Bank’s sponsored RRBs for a period of -7- (Seven) years.

The RFQ document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RFQ document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFQ document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFQ document.

1.3 For Respondent Only

The RFQ document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities,



expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFQ document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.5 Costs Borne by Respondents

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

1.6 No Legal Relationship

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

1.7 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 RFQ document and the meaning and impact of that information.

1.8 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 managed service provider, not limited to those selection criteria set out in this RFQ document.

The issuance of RFQ document is merely an invitation for short listing the bidders who meet the eligibility criteria 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 RFQ document that it has not relied on any idea, information, statement, representation, or warranty given in this RFQ document.



1.9 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFQ document but not later than last date of receiving clarifications as specified in **Section 2.5**.

1.10 Standards

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

1.11 Acceptance of Terms

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



2. RFQ Response terms

2.1 Lodgment of RFQ Response

2.1.1 Application Money

Application Money as mentioned in “[A] Important Dates – 6. Application Money” by way of Bankers Cheque / Demand Draft / Pay Order favoring Bank of Baroda, payable at Mumbai, which is non refundable, must be submitted separately along with RFQ response. The Bank may, at its discretion, reject any bidder where application money has not been furnished with RFQ response.

2.1.2 RFQ Closing Date

RFQ Response should be received by the officials as indicated in “[A] Important Dates – 5. Last Date of Submission of RFQ Response (Closing Date)” as per the details given in this Section.

2.2 Registration of RFQ Response

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

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

2.3 Late RFQ Policy

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



2.4 RFQ Validity period

RFQ responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFQ opening date.

2.5 Requests for Information

Recipients are required to direct all communications for any clarification related to this RFQ to RFQ Coordinator.

All questions relating to the RFQ, technical or otherwise, must be in writing and addressed to the contact details mentioned in table “[A] Important Dates – 2. RFQ Coordinator Name, Contact Details”. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFQ. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in “[A] Important Dates – 3. Last Date of Receiving Request for Clarifications Before the Pre-Application Meeting”

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFQ closes and all such information and material provided must be taken to form part of that Respondent’s response.

Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFQ closes to improve or clarify any response.

2.6 Notification

The Bank will notify the Respondents in writing as soon as practicable after the RFQ Evaluation Complete date, about the outcome of the RFQ evaluation process, including whether the Respondent’s RFQ response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.



2.7 Disqualification

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

2.8 Language of Response

The response prepared by the Bidder, as well as all correspondence and documents relating to the response exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

2.9 Formats of Applications

The bidders should use the formats prescribed by the Bank in the response for submitting the bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

2.10 Timeframe

The timeframe provided in point “[A] Important Dates” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested bidders are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines

2.11 RFQ Response Submission Details

Eligibility RFQ response shall be submitted in sealed envelopes super scribing:

**“ELIGIBILITY RFQ RESPONSE FOR BANK OF BARODA SPONSORED RRBs
-EMPANELMENT OF MANAGED SERVICE PROVIDER (MSP) FOR FACILITY
MANAGEMENT SERVICES TOWARDS RRB DC/DR/NEAR DR
INFRASTRUCTURES AND NETWORK HARDWARE OF
BRANCHES/OFFICES ALONG WITH CBS AND ALLIED APPLICATIONS AND
HELP DESK SUPPORT-
SUBMITTED BY ON AT MUMBAI, DUE DATE**

BIDDER DETAILS:

NAME, EMAIL ADDRESS, CONTACT NUMBER”

on the top of the envelope containing the eligibility Bid. The envelope should also have the Application Money Demand Draft / Banker’s Cheque as per 2.1.1.

The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory. The same should be submitted in the following manner:

RFQ for selection of Managed Service Provider (MSP) for Facility Management Services towards RRB DC/DR/Near DR Infrastructures & Network Hardware of Branches/Offices along with CBS and allied Applications and Help Desk Support for BOB sponsored RRBs



Eligibility Bid

- ▶ Annexure 1 – Eligibility Bid - Table of Contents (list of document enclosed)
- ▶ Covering letter certifying eligibility criteria compliance (Eligibility criteria as defined in Annexure 02)
- ▶ Annexure 02 - Duly filled up Eligibility Criteria Compliance. Supporting credential letters or copies of documentation from clients or purchase order copies certifying eligibility criteria compliance.
- ▶ Application Money – The RFQ response without accompanying the Demand Draft / Banker's Cheque towards Application Money are liable to be rejected.
- ▶ Annexure 03 - Undertaking from the Bidder
- ▶ Annexure 04 - Conformity with Hardcopy letter
- ▶ Annexure 05 - Conformity Letter
- ▶ Annexure 06 - Integrity pact
- ▶ Executive Summary: The Executive Summary should be limited to a maximum of five pages and should provide
 - i) An overview of Bidder's organization and position with regards to Facility Management Services (FMS), based on ITIL domain control KPAs & KPIs, in Managing & Supporting DC / DRC / NDR Infrastructures of along with Finacle Core Banking System & allied Applications & interfaces (internal & external), Customizations & Interfaces built under CBS, Branches/Offices Network Infrastructures (Routers & Switches), Helpdesk Supports.
 - ii) Brief description of the unique qualifications of the Bidder
 - iii) A summary on capabilities such as resources and past experience of providing such services.

Information provided in the Executive Summary is to be presented in a clear and concise manner.

- ▶ Copy of the response document along with the addendum if any duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
- ▶ One Compact Disk (CD) containing the soft copy of the Annexure and the scanned copies of credential letters / Purchase orders / supporting documents.

IMPORTANT POINTS TO BE NOTED

- a) The sealed bid envelopes should be delivered to the RFQ Coordinator at the postal address mentioned in table “[A] Important Dates – 2. RFQ Coordinator Name, Contact Details” The Bank has established a RFQ coordinator to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for clarification.



All the queries and communication must be addressed to the RFQ coordinator / contact personnel from the Bank.

- b) The RFQ response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set). All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- c) The proposal should be prepared in English in MS Word / Excel / PowerPoint format.
- d) All letters including the envelope must be addressed to the following:
The General Manager (IT) Bank of Baroda, Baroda Sun Tower C-34, G-Block, BKC, Mumbai-51
- e) Only one submission of response to RFQ by each Respondent will be permitted. In case of partnership / consortium, only one submission is permitted through the lead bidder. The lead bidder should meet the eligibility criteria as mentioned in Annexure 02.
- f) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- g) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.12 Commercial Bid

The commercial quotes are not required to be submitted at the time of response submission by the bidders against this RFQ. Commercial quotations will be invited by the Bank from shortlisted **bidders only** as per Banks requirement during the RFP process.



3. Project Details

3.1 Introduction and Project Overview

3.1.1 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.

3.1.2 Bank of Baroda has its three sponsored RRBs in three states in India i.e. 1) Baroda Gujarat Gramin Bank (BGGB), Gujarat, 2) Baroda Rajasthan Kshetriya Gramin Bank (BRKGB), Rajasthan and 3) Baroda Uttar Pradesh Gramin Bank (BUPGB), Uttar Pradesh with network of total 1900+ branches in these three states.

3.1.3 Core Banking System (Finacle CBS Applications from M/s Infosys) along with various allied Applications have been implemented for all three RRBs over a common Centralized Infrastructures (DC / DR / Near DR) which have been co-located at Service Providers Data Centre locations. Near DR setup is located at a different location near to DC complying with industry standard guidelines.

3.1.4 As RRBs are separate legal entity, separate logical instances environment have been built to comply with the requirement.

3.1.5 CBS along with all Delivery Channels, Payment Systems, Financial Inclusion and other associated applications have been deployed and integrated internally with Core CBS platform as well as externally with related stake holders (RBI/NPCI/UIDAI/GOI etc).

3.1.6 Bank has implemented ITIL domain control KPA processes towards end-to-end Facility Management Services (FMS) as under:

- | | |
|-----------------------------------|------------------------------|
| i) Availability Management | vi) Configuration Management |
| ii) Service Continuity Management | vii) Change Management |
| iii) Capacity Management | viii) SLA Management |
| iv) Incident Management | ix) Release Management |
| v) Problem Management | x) Asset Management |

3.2 Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFQ document, hereinafter called RFQ, on behalf of its sponsored Regional Rural Banks (RRBs) to eligible Bidders, hereafter

RFQ for selection of Managed Service Provider (MSP) for Facility Management Services towards RRB DC/DR/Near DR Infrastructures & Network Hardware of Branches/Offices along with CBS and allied Applications and Help Desk Support for BOB sponsored RRBs



called as “Bidders”, to participate in the competitive bidding to provide Facility Management Services (FMS) to Manage & Support DC / DRC / NDR Infrastructure and Network Hardware of Branches/Offices along with Core Banking & associated applications.

The Bank, for this purpose, invites applications from Bidders who are interested in participating in this RFQ and must fulfill the eligibility criteria mentioned under Annexure 02.

3.3 Project Scope

This RFQ is to shortlist eligible bidders to participate in RFP process for selection of a Managed Service Provider (MSP) who will provide Facility Management Services (FMS), based on ITIL domain control KPAs & KPIs towards RRB DC/DR/Near DR Centralized Infrastructures (i.e. Server, Storage, Network, Security, Backup etc) and Network Hardware of Branches/Offices along with CBS and allied Applications and Helpdesk Support by deploying on-site resources/ for Bank of Baroda sponsored RRBs. The FMS engagement will be for a period of -7- (Seven) Years from the date of the contract and will also include following services:

- i) Application Maintenance Support AMS / Annual Technical Support (ATS) – To provide AMS services towards all in-scope Applications (CBS & Allied Applications) along with its customizations & interfaces and software license (Application Software, DB, OS etc.)
- ii) Annual Maintenance Contract (AMC) – To provide AMC services towards all centralized Infrastructure (i.e. Server, Storage, Network, Security, Backup etc) installed at DC/ DR / Near DR and Branch/Offices Network Devices (Router & Switches)
- iii) DC / DR Transition Services (One Time) – To provide services towards DC/DR physical Transition to new locations. This will be a onetime activity and may be opted by the Bank if required.



4. Evaluation process

A two stage process is adopted for selection of the bidder.

Stage 1 – The first stage (Qualifying stage) of the process involves qualification of the interested bidders who make an application in accordance with the provisions of this RFQ fulfilling the eligibility criteria. At the end of this stage, bidders meeting the eligibility criteria as mentioned in the RFQ will be eligible for participation in the second stage of the bidding process.

Stage 2 – In the second stage (Bid stage), Bidders that are pre-qualified & shortlisted by Bank shall be provided with the RFP document and are supposed to bid for the same as mentioned in the RFP. Shortlisted bidders need to submit Non-Disclosure Agreement (NDA) for obtaining the RFP document from the bank. In this stage first the technical capability of the bidder would be evaluated and those bidders who meet the technical requirement, commercials of only those bidders would be opened. This phase will assess the Total Cost of Ownership (TCO) worked out by discounting at 10 % to arrive at the present value of the future cash outflows and accordingly the bidder quoting the lowest bid (L1) will be declared the successful bidder. The commercials are required to be submitted during this stage in line with the requirement mentioned in the RFP.

4.1 Eligibility

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

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

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

Bidders who meet these eligibility criteria would only qualify for participating in the second stage.



5. Rules for responding to this RFQ

5.1 General

- 5.1.1 All responses received after the due date / time as mentioned in “[A] Important Dates – 5. Last Date of Submission of RFQ Response (Closing Date)” would be considered late and would be liable to be rejected.
- 5.1.2 All responses should be in English language. All responses by the bidder to this response document shall be binding on such bidder for a period of 180 days after opening of the bids
- 5.1.3 It is mandatory to submit duly filled in details in the formats provided along with this document.
- 5.1.4 If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank’s discretion:
- a) Bids submitted by holding company and its subsidiary
 - b) Bids submitted by one or more companies having common director/s
 - c) Bids submitted by one or more partnership firms / LLPs having common partners
 - d) Bids submitted by one or more companies in the same group of promoters / management
 - e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.2 Others

- 5.2.1 Responses to this RFQ should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 5.2.2 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.



- 5.2.3 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFQ and also would not return the bid documents to the Bidders
- 5.2.4 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.3 Other RFQ Requirements

- 5.3.1 The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.3.2 Bidders shall have the opportunity to clarify doubts pertaining to the response document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFQ Coordinator mentioned in “[A] Important Dates – 2. RFQ Coordinator”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank’s website in the form of addendum to response document or through electronic mail; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.
- 5.3.3 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.
- 5.3.4 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 5.3.5 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.



5.4 Corrupt and Fraudulent Practices

5.4.1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

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

Bidders responding to this RFQ need to sign the Integrity Pact (IP) as per attached Annexure 06 which will be also signed by Banks representative.

5.5 Right to Reject Bids

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

- ▶ It is not in conformity with the instructions mentioned in the RFQ document.
- ▶ It is not accompanied by the requisite Application Money.
- ▶ It is not properly or duly signed by the authorized signatory.
- ▶ It is received through mail / fax.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFQ



Annexure 01 - Bid - Table of Contents

Bid envelope to contain the following

| Section # | Section Heading | Proforma Given |
|------------------|---|---------------------------------|
| 1 | Covering letter certifying eligibility criteria Compliance | Bidder to provide |
| 2 | Eligibility criteria compliance with bidder Comments | Annexure 02 |
| 3 | Credential letters / Purchase orders / Supporting documents | Bidder to provide |
| 4 | Application Money Demand Draft | Bidder to provide |
| 5 | Undertaking Letter | Annexure 03 |
| 6 | Soft copy of the Annexure and the scanned copies of credential letters / Purchase orders / supporting documents submitted | Bidder to provide CD |
| 7 | Conformity with Hard Copy | Annexure 04 |
| 8 | Conformity Letter | Annexure 05 |
| 9 | Integrity Pact | Annexure 06 |
| 10 | Executive Summary | Bidder to provide |
| 11 | Copy of the response document along with the addendum duly sealed and signed on all the pages of the document. | Bidder to provide |
| 12 | A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements / contracts with the Bank. | Bidder to provide |

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the bidder

| S. No. | Eligibility Criteria | Complied (Yes /No) | Supporting Documents Required |
|----------|---|--------------------|---|
| A | General | | |
| 1 | Must be a Government Organization / PSU / PSE or a Public / Private Limited Company incorporated in India under Companies Act 1956 | | Certificate of Incorporation and other Documentary evidences to be attached |
| 2 | Must have been in existence in business for a minimum period of 5 years (as on RFQ date). In case of a Company formed from parent company by way of re-organization / separation of business, in such case experience & credentials of parent company may also be considered for eligibility criteria provided documentary proof of re-organization / separation is produced. | | Certificate of Incorporation and other Documentary evidences to be attached |
| 3 | Must not be blacklisted / debarred by any Statutory or Regulatory Authorities since 1st April 2013 till date | | Letter of confirmation (self certified letter signed by authorized official of the bidder) |
| 4 | Must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process. | | Letter of confirmation (self certified letter signed by authorized official of the bidder) |
| 5 | Must have the following accreditations / certifications. a) ISO 9000/9001 b) ISO 27001:2005 or equivalent ISO 27002:2013 | | Copy of the relevant certificates or Assessment certificate from Auditing agency. |
| B | Financial | | |
| 1 | Must have registered a turnover of Rs. 500 Crores or above (from Indian Operations only) in each year during the last three completed financial years. | | Audited Financial statements for the financial years 2012-13, 2013-14 and 2014-15. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. |



| | | | |
|----------|--|--|---|
| 2 | <p>Must be net profit making entity (from Indian operations only) continuously for the last three years, that is financial years - 2012-13, 2013-14 and 2014-15 OR Must be a cash profit making entity (Net profit + depreciation) (from Indian operations only) continuously for the last three years, that is financial years - 2012-13, 2013-14 and 2014-15 AND must have a networth* of Rs. 100 crores in each of the last three financial years.</p> | | <p>Audited Financial statements for the financial years 2012-13, 2013-14 and 2014-15 Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p> |
| C | <p>Experience (Note – Please refer to Note & explanation at end of this table for clarification on RRBs experience)</p> | | |
| 1 | <p>Must have managed operational support and provided help desk support (at least 10 seats in main shift) on Finacle Core Banking Solution in at least one Public Sector Bank / PSU Bank sponsored RRBs / Govt Organisation / Private Sector Bank in India with 1000 branches / Offices.</p> | | <p>Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed & number of branches being supported. A self certified letter also to be attached.</p> |
| 2 | <p>Must have experience in supporting & managing Finacle Core Banking Solution along with customization & interface (internal & external) for continuous assignment for -3- years in atleast one Public Sector Bank / PSU Bank sponsored RRBs / Govt Organisation / Private Sector Bank in India with 1000 branches / Offices from the date of the RFQ.</p> | | <p>Relevant credential letters of the customer to be attached.</p> |
| 3 | <p>Must have experience in managing & supporting the following in atleast one Public Sector Bank / PSU Bank sponsored RRBs / Govt Organisation / Private Sector Bank in India with 1000 branches / Offices. Experience of End-to-End Facility Management Services (FMS) should be based on ITIL domain control KPAs & KPIs. Below experiences separately across various Public Sector Bank / PSU Bank sponsored RRBs / Govt Organisation / Private Sector Bank in India each with 1000 branches / Offices will also be considered. In case of RRBs 1000 Branches count will be considered as total number of branches of all Sponsored RRBs in the same PSU Bank. a) Finacle Core Banking Solution along with allied Applications having customization & interface</p> | | <p>Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed & number of branches being supported. A self certified letter also to be attached.</p> |

RFQ for selection of Managed Service Provider (MSP) for Facility Management Services towards RRB DC/DR/Near DR Infrastructures & Network Hardware of Branches/Offices along with CBS and allied Applications and Help Desk Support for BOB sponsored RRBs



| | | | |
|---|--|--|---|
| | (internal & external) with AMS / ATS b) Data Centre / Disaster Recovery Centre operations. c) IT Infrastructure like Servers, Storage, Database, Network, IT Security, Backup etc.. | | |
| 4 | Must have experience in application management comprising of System management, database management, storage management, integration, customization, security management etc in at least one Public Sector Bank / PSU Bank sponsored RRBs / Govt Organisation / Private Sector Bank in India with 1000 branches / Offices. | | Relevant credential letters of the customer to be attached. |
| 5 | Must have experience of having executed at least one IT related project (supply, implementation of IT hardware, software, and facility management services together as single project) of value of Rs. 75 crore or above in India | | Credential letter from the customer or purchase order with client confirmation of having executed the purchase order to satisfaction. |
| 6 | Must have experience in managing & supporting other integrated applications with Finacle Core Banking systems such as Delivery channels (at least one from - ATM, Internet Banking, Mobile Banking, SMS), Payment System (RTGS/ NEFT/ NACH) | | Relevant credential letters of the customer to be attached. |
| 7 | Must have experience in managing & supporting enterprise setup through Enterprise Management System Tools covering end to end areas including server, database, storage, network, links & security products based on ITIL domain control KPAs & KPIs. | | Relevant credential letters of the customer to be attached. |
| 8 | Must have experience in automating various processes in application management & datacenter operations under Finacle Core Banking System and allied applications | | Relevant credential letters of the customer to be attached. |

Note :

- 1) * **Networth is to be calculated as:** Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)
- 2) All dates if not specified to be applicable from the date of the RFQ.
- 3) At present BOB has sponsored three RRBs with a total of 1900+ branches which are under a common DC/DR/Near DR Infrastructure & single FMS engagement model with a MSP. Similar engagement model experience in PSU Bank sponsored RRBs shall be only considered under RRBs experience category if total number of Branches are more than or equal to 1000 of all RRBs together. For example – Under a single FMS / Finacle CBS Implementation contract, a PSU bank has engaged a MSP for all four of its sponsored RRBs (i.e. RRB1 – 300 Branches, RRB2 – 400

RFQ for selection of Managed Service Provider (MSP) for Facility Management Services towards RRB DC/DR/Near DR Infrastructures & Network Hardware of Branches/Offices along with CBS and allied Applications and Help Desk Support for BOB sponsored RRBs



Branches, RRB3-150 Branches & RRB4 – 250 Branches) with a total of -1100-Branches together for Finacle Core Banking & associated applications along with underlying Infrastructure (Server, Storage, Network, Security etc) under a common DC & DR setup.

- 4) *Please note, as per Section 2.11 (e) in this RFQ, only one submission of response to RFQ by each Respondent will be permitted. In case of partnership / consortium, only one submission is permitted through the lead bidder. The lead bidder should meet the eligibility criteria as mentioned above.*

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 03 – Undertaking

To

The General Manager
(Information Technology)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFQ for selection of Managed Service Provider (MSP) for Facility Management Services towards RRB DC/DR/Near DR Infrastructures & Network Hardware of Branches/Offices along with CBS and allied Applications and Help Desk Support for BOB sponsored RRBs

Having examined the Response Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer for Managing & Supporting DC / DRC / NDR Infrastructure along with Core Banking & associated applications in the “Request for Qualification” and the other schedules of requirements and services for your bank’ sponsored RRBs in conformity with the said Response Documents in accordance made part of this Response.

1. If our response is accepted, we undertake participate in the RFP process.
2. We agree to abide by this Response Offer for 180 days from date of RFQ opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
3. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent
 - ii. Amount and Currency in which Commission paid / payable
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
4. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
5. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive



right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

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

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



Annexure 04 – Conformity with Hardcopy Letter

(to be given by all the Bidders participating in the RFQ on their official letterheads)

To

The General Manager
(Information Technology)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFQ for selection of Managed Service Provider (MSP) for Facility Management Services towards RRB DC/DR/Near DR Infrastructures & Network Hardware of Branches/Offices along with CBS and allied Applications and Help Desk Support for BOB sponsored RRBs

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 05 – Conformity Letter

To

The General Manager
(Information Technology)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFQ for selection of Managed Service Provider (MSP) for Facility Management Services towards RRB DC/DR/Near DR Infrastructures & Network Hardware of Branches/ Offices along with CBS and allied Applications and Help Desk Support for BOB sponsored RRBs

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 06 – Integrity Pact

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

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

RFQ for selection of Managed Service Provider for Managing & Supporting DC/DR/NDR Infrastructure along with CBS and allied applications in BOB sponsored RRBs



Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour,



any material or immaterial benefit or other advantage , commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

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

4. Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of Bank of Baroda
 - (ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2 The Earnest Money/Security Deposit shall be valid up to a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.



- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

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



middleman or agent or broker with a view to securing the contract.

- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

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

7. Independent Monitors

- 7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this



Pact, he will so inform the Authority designated by the BUYER.

- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality .
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

- 11.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive

RFQ for selection of Managed Service Provider for Managing & Supporting DC/DR/NDR Infrastructure along with CBS and allied applications in BOB sponsored RRBs



to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer:

Designation:

Department:

Witness

1. _____

2. _____

BIDDER

Chief Executive Officer

Witness

1. _____

2. _____

*** End of the Document ***