



## **REQUEST OF PROPOSAL**

**Supply, Installation and commissioning of  
Desktop Computer & Printers**

**Ref: BOBMU/IT/2023-24/01 dated 22.03.2024**

**BANK OF BARODA, Territory office, Mauritius,  
2nd floor, P B No. 553, No. 32, Sir William Newton Street, Port Louis, Mauritius**

**Schedule of Events**

<b>Sl No</b>	<b>Particulars</b>	<b>Remarks</b>
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Sachin Kumar Jaiswal Designation: Chief Manager (Digital & IT) Email ID : digital.mauritius@bankofbaroda.com Contact Address: Same as above Contact Number: 230-52903351
2	Bid Document Availability including changes / amendments, if any to be issued	RFP may be downloaded from <a href="https://www.bankofbaroda-mu.com/tenders">https://www.bankofbaroda-mu.com/tenders</a> from <b>22.03.2024</b> .
3	Last date for requesting clarification	Up to <b>1700 hrs</b> on <b>27.03.2024</b> All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting	From <b>1600 hrs</b> to <b>1700 hrs</b> on <b>29.03.2024</b> through online MS Teams meeting.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	<b>By 17: 00 hrs on 31.03.2024</b> <b>Mode: Offline</b>
6	Last date and time for Bid submission	<b>Upto 15: 00 hrs on 15.04.2024</b> <b>Mode: Offline</b>
7	Address for submission of Bids	VICE PRESIDENT, BANK OF BARODA, MAURITIUS TERRITORY Place : Port Louis, Mauritius
8	Date and Time of opening of Technical & Commercial Bids	<b>1700 hrs</b> on <b>15.04.2024</b> Authorized representatives of Bidders should be present at Territory office during opening of the Technical & Commercial Bids. However, Technical Bids would be opened even in the absence of any one of the Bidder representatives.
10	Tender Fee	NIL



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## 1. INVITATION TO BID:

- i. **Bank of Baroda** having its Corporate Centre at BCC Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of Bank of Baroda, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank. This Request for Proposal (RFP) has been issued by **the Bank of Baroda Mauritius operation** for procurement and installation of Computer Hardware & Printers
- ii. In order to meet the IT hardware requirements, the Bank proposes to invite online Bids from eligible Bidders to undertake supply, installation, testing, commissioning and maintenance of IT hardware as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of Bank of Baroda Mauritius operations behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Product and Services desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Product and Services for Bank of Baroda Mauritius operations are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide Bank of Baroda Mauritius operations the proposed Services adhering to Bank's requirements outlined in this RFP.

## **2. DISCLAIMER:**

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Bank of Baroda Mauritius operations, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by Bank of Baroda Mauritius operations, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

### 3. DEFINITIONS:

In this connection, the following terms shall be interpreted as indicated below:

- i. **“The Bank”** ‘means the Bank of Baroda Mauritius Operations (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical & Commercial Bid has been accepted and who has emerged as L1 (lowest) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“The Equipment/Product”** means all the hardware, it’s all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **“Services”** means all services ancillary to the supply of the Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract.
- ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of Product.



#### 4. SCOPE OF WORK:

4.1 As given in **Appendix-E** of this document.

No	Item	Quantity
1	Desktop PC (Buy Back)	23
2	Desktop PC (New)	3
3	Multi-Functional Printer	3

\*Backup of data from existing PCs and restore on new Pcs (23)

#### 4.2 Buy Back Offer:

- The bidder has to quote Buy Back prices for the 23 old PC in **Appendix-F**
- Loading, transport or any expenses to carry old PC will be bear by service provider.
- Bank will be having right to finalize whether to give old PC to bidder or not. No intervention of service provider will be entertained
- Old PC for Buy back will be handed over after 1 month post successful installation. Hardisk will not give to vendor it should be handed over to Bank team.
- Backup of data from existing PCs and restore on new Pcs (23)

#### 5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
  - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Multiple bids from any Bidder will not be entertained.
  - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

#### 6. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

#### 7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-K** at the address/by e-mail within the date/time mentioned in the Schedule of Events.

- ii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iii. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- iv. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- v. Queries received after the scheduled date and time will not be responded/acted upon.

## **8. CONTENTS OF BID DOCUMENT:**

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

## 9. BID PREPARATION AND SUBMISSION:

The Bid is to be submitted **separately for technical and Price** on Territory office situated at Port Louis 4th floor IT department for **Computer PC's & Printers.** in response to the **RFP No. \_\_\_\_\_ dated \_\_\_\_\_**. Documents mentioned below are to be submitted to Territory Office Port Louis:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
  - (c) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
  - (d) Bidder's details as per **Appendix-D** on Bidder's letter head.
  - (e) Audited financial statement and profit and loss account statement as mentioned in Part-II.
  - (f) Detailed explanation of functioning of hardware/firmware. Licensing details of operating software/firmware.
  - (g) Undertaking of Authenticity as per **Appendix-G**.
  - (h) Format for Manufacturer's Authorization Form as per **Appendix-H**.
  - (i) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
  - (j) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.
- i. **Commercial Proposal Bid** for providing of \_\_\_\_\_ in response to the **RFP No. \_\_\_\_\_ dated \_\_\_\_\_** should contain Commercial Bid strictly on the lines of **Appendix-F**. The Commercial must include all the price components mentioned. Prices are to be quoted in Mauritian Rupees (MUR) only.

### ii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection

thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

- (e) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Commercial Bid) is received.
- (f) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (i) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (l) The Bank reserves the right to reject Bids not conforming to above.

#### **10. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be submitted online to territory office of Bank of Baroda thorough post or impersonal by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.

- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

#### **11. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.

#### **12. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED:**

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Commercial shall remain valid for duration of 6 calendar months from the date of opening of bid.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

### 13. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

### 14. Bidder's Selection / Evaluation Methodology- Techno-Commercial

The objective of adopting this evaluation methodology is to facilitate the selection of the eligible Bidders who propose the best business-technology which is also a cost-effective solution over a period of the contract. The commercial evaluation would be based on the Commercial proposal in **Appendix-F** submitted by bidder that appropriately meets the business requirements of the bank. The bid would be first evaluated for the eligibility criteria, then for technical soundness and then for the financials through commercial evaluation. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

The evaluation will be a *three-phase* process:-

- Stage 1 – Eligibility Criteria Evaluation
- Stage 2 – Technical Proposal Evaluation
- Stage 3 – Techno-Commercial Bid Evaluation

#### **Process Opening of Bids**

Opening of Bids shall be strictly as per schedule under this RFP and no request for change in date shall be entertained. However, Bank reserves the right to change the date and time of the Schedule of RFP under unavoidable circumstances, if any, without assigning any reasons.

The envelope containing **Eligibility Proposal** will be opened first and would be evaluated for eligibility.

**Technical Bid** shall be evaluated, if the Bidder is found Qualified as per Eligibility Criteria as stipulated in this RFP document. A bidder to qualify for evaluation of Technical bid must mandatorily comply with ALL requirements under the Eligibility criteria. Non-compliance of even one condition will render the bid ineligible for further processing of the Technical bid.

The bid shall be cancelled at any stage if the Bank detects those information / facts is contrary/undisclosed to what has been submitted in the bid.

**Commercial Proposal** shall be opened only for the technically qualified bidders having scored minimum 75 marks as per Technical Evaluation Metrics. Non-compliance of even one mandatory technical requirement will render the bid ineligible for acceptance of the Commercial bid.

Please note that the criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons. Bank also reserves the right to reject any / all proposal(s) or take a decision on ratio of order distribution amongst two successful bidders for Machine procurement or Managed Services or both in any manner whatsoever, as per the Bank's discretion, without providing any specific reasons.

All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.

Responses from Respondent will be evaluated based on under mentioned evaluation process

### **Stage 1**

**Eligibility Evaluation** — Step 1 shall be to ascertain the eligibility of the Bidder /s for the project. Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in **Appendix-B**— 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.

### **Stage 2**

**Technical Evaluation** – Step 2 shall be to evaluate the technical aspects of the product, services etc.

#### **OPENING OF TECHNICAL BIDS:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for Commercial Proposal Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished; the documents have been properly signed. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.



- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP into, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/firmware proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

**TECHNICAL EVALUATION:**

- viii. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Product and Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Product. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Product to support all the required functionalities at their cost in their lab or those at other organizations where similar Product is in use.
- ix. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

### Stage 3

#### **Techno-Commercial Bid Evaluation:**

- x. The Commercial Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- xi. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the **Appendix-F**. (after price comparison with make of product as per make like HP/Dell etc)
- xii. Errors, if any, in the price breakup format will be rectified as under:
  - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
  - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
  - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
  - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

The Company would use an internal scoring mechanism to score each of the RFP responses with appropriate apportionment of scores.

#### **Award of Contract:**

Bank of Baroda (Mauritius) has formed a process to evaluate both technical and commercial Bid. The Bank will award the contract to the bidders whose bid have been determined to be responsive and are the lowest bid arrived through commercial Bid Process.

The Bidder who fulfills all criteria in respect of technical bid and with the lowest quote will be considered as the L1 Bidder and bank will issue Purchase order

accordingly.

Note\* Bank purchase committee can be further negotiated with bidder before finalization of the prizes.

Bidders are required to quote separately for the buyback value of old 23 PC as mentioned in the Commercial bid as per **Appendix-F** and this will not be considered for determining the L1 vendor. All Bidders will have to necessarily quote for buy back value without which the bid will be treated as invalid. In case the buyback value by the L1 Bidder is less than the average buy back value quoted by all eligible Bidders, the L1 Bidder has to match the average value. In case the buyback value quoted the L1 Bidder is higher than the average value, the value quoted by the L1 Bidder will apply.

The decision of the Bank in this regard will be final and binding on all Bidders

## **15. CONTACTING THE BANK:**

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Commercial Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

## **16. POWERS TO VARY OR OMIT WORK:**

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

## **17. WAIVER OF RIGHTS:**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

## **18. CHANGE IN ORDERS:**

- i. The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the following:
  - (a) Method of shipment or packing;
  - (b) Place of delivery;
  - (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt of Bank's change order.

## **19. CONTRACT AMENDMENT:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

## **20. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

## **21. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES:**

- i. All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations (If any) in Mauritius.
- ii. For purposes of this clause, "origin" means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## **22. DELIVERY, INSTALLATION AND COMMISSIONING:**

- i. Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii. Service Provider will have to supply the Product(s) in 'Factory Sealed Boxes' with System OEM seal.
- iii. Delivery, installation and commissioning of the Products shall be made by Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-E** of this document.
- iv. The delivery will be deemed complete when the Products/ components/ associated

software/firmware are received in good working condition at the designated locations, mentioned in this RFP.

- v. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Service Provider has to resolve any problem faced during installation and operationalisation.
- vi. In addition, Service Provider will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalised) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from Service Provider. The component level checking for individual item may be included during the acceptance test. The acceptance test plan document shall be deemed to form a part of the agreement, to be signed between Service Provider and the Bank. On the evaluation of the acceptance test results, if required, in view of the performance of the Products (including hardware equipments/ components/ software), as observed during the acceptance test, Service Provider shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to Service Provider. Service Provider should ensure that the Product meets the requirements of the Bank as envisaged in the RFP.
- vii. The details of the documents to be furnished by Service Provider are specified hereunder:-
  - (a) 2 copies of Vendor's Invoice (Tax invoice) showing contract number, products description, quantity, unit price and total amount.
  - (b) Delivery Note or acknowledgement of receipt of Products from the consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
  - (c) 2 copies of packing list identifying contents of each of the package.
  - (d) Insurance Certificate.
  - (e) Manufacturer's warranty certificate.
- viii. The above documents shall be received by the Bank before arrival of Products



(except where it is handed over to the Consignee with all documents). If these documents are not received, Service Provider will be responsible for any consequent expenses.

ix. For the system & other software/firmware required with the hardware ordered for, the following will apply:-

- (a) Service Provider shall supply standard software/firmware package published by third parties in or out of Mauritius in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
- (b) Service Provider shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Service Provider shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
- (c) In case Service Provider is providing software/firmware which is not its proprietary software then Service Provider should have valid agreements with the software/firmware vendor for providing such software/firmware to the Bank, which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.
- (d) The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "Bank of Baroda" must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

### **23. SERVICES:**

- i. Service Provider shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.
- ii. Service Provider shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
- iii. Service Provider shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.

## 24. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- i. Service Provider shall support the Product and its associated items/components including OS/firmware during the period of warranty and AMC (if included in the RFP) as specified in Scope of Work in this RFP.
- ii. During the warranty and AMC period (if included in the RFP), Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to the Bank. During the support period (warranty and AMC), Service Provider shall maintain the Product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the designated site(s) in connection with the repair/ replacement of the Product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.
- iv. Warranty/ AMC (if included in the RFP) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- v. Support (Warranty/ AMC, if included in the RFP) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Appendix-E** of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. Service Provider shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
- vi. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

- (a) Diagnostics for identification of systems failures
  - (b) Protection of data/ Configuration
  - (c) Recovery/ restart facility
  - (d) Backup of system software/ Configuration
- vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- viii. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.
- ix. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

**25. PENALTIES/SLA CONDITIONS:**

As mentioned in **Appendix-E** of this RFP.

**26. RIGHT TO VERIFICATION:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

**27. INSPECTION AND TESTING:**

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at Service Provider's location.
- ii. The inspection and tests prior to dispatch of Products / at the time of final acceptance would be as follows:
  - (a) Service Provider shall intimate the Bank before dispatching Products for conducting inspection and testing.
  - (b) Inspection / pre-shipment acceptance testing of Products as per quality control formats including functional testing and burn-in tests at full load, quality control tests etc., as per the standards / specifications and may be done at factory site of Service Provider by the Bank or its authorized agency before dispatch of Products.

In case of failure by Service Provider to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging and other incidental expenses of the Bank's representatives to be borne by Service Provider.

- (c) Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Service Provider. However, the Bank may at its sole discretion, waive inspection of Products.
  - (d) In the event of Product failing to pass the inspection and tests, as per the specifications given, Service Provider shall rectify and deliver the product after re-inspection within the timeline mentioned in the RFP.
  - (e) The inspection and tests may also be conducted at the point of delivery and / or at the Products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished, at no charge to the Bank.
  - (f) Nothing stated herein above shall in any way release Service Provider from any warranty or other obligations under this RFP.
- iii. The Bank's right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this RFP.

## **28. RIGHT TO AUDIT:**

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Bank of Mauritius or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Bank of Mauritius or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than

7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Bank of Mauritius and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

#### **29. SUBCONTRACTING:**

As per scope of this RFP, sub-contracting is not permitted.

#### **30. INSURANCE:**

- i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on “All Risks” basis, valid for a period of one month after delivery of Products at the defined destination.
- ii. Should any loss or damage occur, Service Provider shall:
  - (a) initiate and pursue claim till settlement and
  - (b) promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

#### **31. LIMITATION OF LIABILITY:**

- i. The maximum aggregate liability of Service Provider, subject to clause 37 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.

- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
  - (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
  - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
  - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 34(iii)(b) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

**“Willful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **32. CONFIDENTIALITY:**

Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

### **33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:**

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.

- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

#### **34. SERVICE PROVIDER'S OBLIGATIONS:**

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider will be responsible for arranging and procuring all relevant permissions / road permits etc. for transportation of Product to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. Service Provider is obliged to work in co-ordination with the Bank's staff and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.
- iv. Service Provider will abide by the job safety measures prevalent in Mauritius and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- vi. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will

not reveal such information to any other party without prior written approval of the Bank.

### **35. TECHNICAL DOCUMENTATION:**

- i. Service Provider shall deliver the following documents to the Bank for every hardware / firmware / software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ computer based tests, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. Service Provider shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- iii. Service Provider shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

### **36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

- i. For any technology / software / Product supplied by Service Provider for the Bank as part of this RFP, Service Provider shall have right to use as well as right to supply such Product including embedded software / hardware. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software/hardware or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to clause 39.iv and 39.v of this RFP, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of



software/Product under this RFP.

- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim; and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

### **37. LIQUIDATED DAMAGES:**

If Service Provider fails to deliver Product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP, the Bank may, without prejudice to its other remedies under the RFP, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

### **38. CONFLICT OF INTEREST:**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee) if any, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be

available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
  - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
  - (b) a constituent of such Bidder is also a constituent of another Bidder; or
  - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts

either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

### **39. CODE OF INTEGRITY AND DEBARMENT/BANNING:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) **"corrupt practice"** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

(a) **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of

empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

**(b) Debarment from participation including removal from empaneled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 45(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to

provide performance guarantee or any other document or security required in terms of the RFP documents;

- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.
- if found/ declared as guilty under violation of FIAMLA/ AML CFT jurisdictional guideline

#### **40. TERMINATION FOR DEFAULT:**

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
  - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
  - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
  - (c) Violations of any terms and conditions stipulated in the RFP;
  - (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 46 (i) (a) to 46 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Product and / or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Service Provider or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

#### **41. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP,

neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

#### **42. TERMINATION FOR INSOLVENCY:**

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### **43. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).



- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

**44. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (Bank of Baroda (Mauritius) or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Mauritian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mauritius.
- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mauritius, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

**45. GOVERNING LANGUAGE:**

The governing language shall be English.

**46. APPLICABLE LAW:**

The Contract shall be interpreted in accordance with the laws of the Mauritius and shall be subjected to the exclusive jurisdiction of courts at Mauritius.

#### **47. TAXES AND DUTIES:**

- i. Bidder must provide TAX invoice and submit screenshot of TAX portal confirming payment of TAX.
- ii. Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in Mauritius and the price Bid by Bidder shall include all such taxes in the quoted price.
- iii. Prices quoted should be exclusive of all Central / Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as TAX etc. should be specified in the separate sheet (**Appendix-F**).
- iv. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Bidder and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**
- v. Prices payable to Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- vi. Income / Corporate Taxes in Mauritius: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in Mauritius and the price Bid by the Bidder shall include all such taxes in the contract price.
- vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

#### **48. TAX DEDUCTION AT SOURCE:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in Mauritius on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in Mauritius in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **49. EXEMPTION OF EMD:**

Micro & Small Enterprises (MSE) units and Start-up\* company are exempted from payment of EMD provided the Products and/or Services they are offering, are manufactured and/or Services rendered by them. **Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies.**

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

#### **Bidders may please note:**

- i. Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition Ministry, Govt. of Mauritius with the technical bid.
- iii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD.
- iv. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD will be summarily rejected

and no queries will be entertained.

**50. NOTICES:**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

## Part-II

Appendix –A

### BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid and signed on all pages)

Date: \_\_\_\_\_

To:

The Vice-President  
Bank of Baroda  
Sir William Newton Street  
Port Louis

Dear Sir,

**Ref: RFP No. Ref: BOBMU/IT/2023-24/01  
dated 22-03-2024**

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired Products detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Commercial Proposal submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The Commercial Proposal submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the Products/Services mentioned in this RFP in our Commercial Proposal Bid.

- The rate quoted in the Commercial Proposal Bids are as per the RFP and subsequent pre- Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Mauritius
- iii. We undertake that we 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 Bank, 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.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. We undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the Techno-Commercial evaluation process to be conducted by the Bank.

- x. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any “Caution” list of Mauritius or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in Mauritius.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.
- xix. The present document together with its annexures including the schedule of the events shall be constructed as one document and interpreted as such.
- xx. These presents are a unilateral undertaking made by proposer of the RFP towards the Bank of Baroda Mauritius.

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

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

**Seal of the company.**

## Appendix-B

### Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                               | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                           |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Mauritian Company/ LLP /Partnership firm registered under applicable Act in Mauritius.                                                              |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2.            | The OEM must have an average turnover of minimum Rs._0.25 crore during last 03 (three) financial year(s)                                                                  |                            | Copy of the audited financial statement for required financial years and / or Certificate from statutory auditor.                                                          |
| 3.            | The OEM should be profitable organization on the basis of Profit Before Tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above. |                            | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |
| 4.            | Bidder should have experience of minimum 3 years in providing the Products/Services.                                                                                      |                            |                                                                                                                                                                            |



|    |                                                                                                                                                                                                                                                                               |  |                                                                         |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|
|    | local supplier as defined under this RFP.                                                                                                                                                                                                                                     |  |                                                                         |
| 6. | Certification Requirements<br>a) Microsoft Certification for Desktop                                                                                                                                                                                                          |  | Copy of the Valid Certificate(s) to be provided                         |
| 7. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard. |
| 8. | The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in Mauritius. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.               |  | Bidder should specifically certify in <b>Appendix A</b> in this regard. |

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Eligibility criteria mentioned at Sl No 2 to 4 in table above are relaxed for Startups / MSE subject (If applicable) to their meeting of quality and technical specifications. Bidder to note the followings:**

- i. Start-up” company should enclose the valid Certificate of Recognition issued by respective ministry (If applicable), Govt. of Mauritius with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at Sl No 2 to 4 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

**Name & Signature of authorised signatory**  
**Seal of Company**

**Technical Specifications**

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance.

| <b>Desktop PC with Monitor</b>                                                                                                                                                                                                                                                                                                                                                    | <b>Complied</b> |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|
| <b>HARDWARE: Make &amp; Model of Desktop PC – <u>Dell &amp; HP</u></b>                                                                                                                                                                                                                                                                                                            | <b>Y/ N</b>     | <b>If no. remarks</b> |
| <b>FORM FACTOR – Tower /SFF</b>                                                                                                                                                                                                                                                                                                                                                   |                 |                       |
| <b>CPU - Intel Core i5 - 12400 Series Processor / AMD Ryzen 5 Pro 5650G Series Processor</b>                                                                                                                                                                                                                                                                                      |                 |                       |
| <b>FREQUENCY - Base frequency @ 2.5 GHz or higher and turbo frequency @ 4.4 Ghz or higher</b>                                                                                                                                                                                                                                                                                     |                 |                       |
| <b>CORE - 6 cores or higher</b>                                                                                                                                                                                                                                                                                                                                                   |                 |                       |
| <b>CHIPSET - Any compatible Intel / AMD Chipset meeting the specification below. Motherboard should be of OEM with OEM logo embossed on it (stickering not allowed)</b>                                                                                                                                                                                                           |                 |                       |
| <b>BIOS - Standard BIOS</b>                                                                                                                                                                                                                                                                                                                                                       |                 |                       |
| <b>MEMORY - 16 GB (1x16GB) DDR4 2666 / 2933 MHz or higher</b>                                                                                                                                                                                                                                                                                                                     |                 |                       |
| <b>MEMORY EXPANDABILITY - Expandable to Min 64 GB</b>                                                                                                                                                                                                                                                                                                                             |                 |                       |
| <b>MEMORY SLOT - Min. 2 Nos.</b>                                                                                                                                                                                                                                                                                                                                                  |                 |                       |
| <b>CD Drive</b>                                                                                                                                                                                                                                                                                                                                                                   |                 |                       |
| <b>SSD - 512 GB Solid State Drive (SSD) or higher</b>                                                                                                                                                                                                                                                                                                                             |                 |                       |
| <b>NIC - Integrated 10/100/1000 Mb/s PCI Bus Fast Ethernet adapter with Wake on LAN</b>                                                                                                                                                                                                                                                                                           |                 |                       |
| <b>GRAPHICS - Integrated Intel HD graphics with shared RAM or AMD Radeon Vega 11 HD graphics or equivalent or higher.</b>                                                                                                                                                                                                                                                         |                 |                       |
| <b>AUDIO - High Definition Audio or equivalent with Internal / External Speaker</b>                                                                                                                                                                                                                                                                                               |                 |                       |
| <b>POWER SUPPLY - Min 180W 100-240VAC 50-60Hz</b>                                                                                                                                                                                                                                                                                                                                 |                 |                       |
| <b>EXPANSION SLOTS - Min. One PCI Express x16, Min. <b>One</b> PCIe x1 / PCIe / PCI.</b>                                                                                                                                                                                                                                                                                          |                 |                       |
| <b>PORTS:</b><br>Front - Min. 4 USB port, Universal Audio Jack.<br>Min. 2 USB port, Ethernet (RJ 45), 1<br>no. of VGA + 1 no. of HDMI / DVI Port / Display Port.<br>Note: Total USB Ports 6 no's out of which Min 2 USB Port with 3.2 required.                                                                                                                                   |                 |                       |
| <b>TOTAL DRIVE BAYS - Min. 2 Bays</b>                                                                                                                                                                                                                                                                                                                                             |                 |                       |
| <b>KEYBOARD - 104 Keys USB Heavy Duty Keyboard (Make - OEM)</b>                                                                                                                                                                                                                                                                                                                   |                 |                       |
| <b>POINTING DEVICE - Two Buttons with scroll button USB Mouse with PAD (Make - OEM)</b>                                                                                                                                                                                                                                                                                           |                 |                       |
| <b>SOFTWARE:</b>                                                                                                                                                                                                                                                                                                                                                                  |                 |                       |
| <b>OS CERTIFICATION - Windows 11 Pro</b>                                                                                                                                                                                                                                                                                                                                          |                 |                       |
| <b>SECURITY - Boot Setup Password &amp; TPM 2.0</b>                                                                                                                                                                                                                                                                                                                               |                 |                       |
| <b>MANAGEABILITY - Pre-Failure Notification for Memory &amp; HDD</b>                                                                                                                                                                                                                                                                                                              |                 |                       |
| <b>COMPLIANCE (Latest) - Safety - Any one or more EPEAT Certified rating, Energy Star 7.0 compliant, Green guard, RoHS &amp; Green Peace Rating of 4 or above</b>                                                                                                                                                                                                                 |                 |                       |
| <b>OPERATING SYSTEM – Windows 11 64-bit Pro preloaded down gradable to Windows 10 64-bit Pro with CD, Drivers CD and Recovery CD.</b><br>Note: In future if there is any requirement to downgrade the Desktop PC from Windows 11 to Windows 10, Vendor has to depute engineers to downgrade these Desktop PC at its respective locations without any additional cost to the Bank. |                 |                       |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <p><b>General :</b></p> <ul style="list-style-type: none"> <li>a) Recovery Partition/Recovery media with driver s/w should be available with each system.</li> <li>b) OEM Logo should be embossed in the motherboard.</li> <li>c) In case of any kind of replacement required with storage devices the same shall not be handed over to any service provider/partners in any case. The same will be in possession of Bank only.</li> <li>d) If any part is replaced by the vendor in the warranty period, warranty of the part should also be equivalent to the desktop's original warranty period.</li> <li>e) Old PC for Buy back will be handed over after 1 month post successful installation. Hardisk will not to given to vendor it should be handed over to Bank team.</li> <li>f) Data Sheet of Product (to be enclosed)</li> <li>g) Toll free number for support:</li> <li>h) Escalating matrix (to be enclosed)</li> </ul> |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

| Monitor Specifications - 21.5-inch category |                                                                                                  | Complied |                |
|---------------------------------------------|--------------------------------------------------------------------------------------------------|----------|----------------|
| Functional Specifications                   | Required                                                                                         | Y/ N     | If no. remarks |
| <b>Make &amp; Model</b>                     |                                                                                                  |          |                |
| <b>Monitor</b>                              | Min. 21.5" Wide TFT LED Colour Monitor (Make – Desktop OEM) with a compliant standard of TCO 8.0 |          |                |

| Desktop PC Memory Module (RAM) - 16 GB DDR4 |                                           | Complied |                |
|---------------------------------------------|-------------------------------------------|----------|----------------|
| Functional Specifications                   | Required                                  | Y/ N     | If no. remarks |
| <b>Make &amp; Model</b>                     |                                           |          |                |
| <b>Memory Module (RAM)</b>                  | Min. 16 GB DDR4 2666 / 2933 MHz or higher |          |                |

| Multi-Functional Printer - Black & White |                                                                                                                               | Complied |                |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------|----------------|
| Make & Model: EPSON, HP & Cannon         |                                                                                                                               |          |                |
| Functions                                | Print, Copy, Scan, Fax                                                                                                        | Y/N      | If no. remarks |
| <b>Printing</b>                          | <b>Mono</b>                                                                                                                   |          |                |
| Print speed black (normal, A4)           | Min. 38 ppm                                                                                                                   |          |                |
| First page out black (A4, ready)         | As fast as less than 8 sec                                                                                                    |          |                |
| Monthly Print Volume                     | 500 to 4000 pages per month                                                                                                   |          |                |
| Print technology                         | Laser                                                                                                                         |          |                |
| Print quality black (best)               | Up to 600 x 600 dpi (1200 dpi effective)                                                                                      |          |                |
| <b>Paper handling</b>                    |                                                                                                                               |          |                |
| Paper handling standard/input            | Two trays. One Multipurpose tray of 250- sheet input capacity and one manual feed paper tray of Min. 100 sheet input capacity |          |                |
| Duplex print options                     | Automated                                                                                                                     |          |                |
| Media sizes supported                    | A4,Legal Size                                                                                                                 |          |                |
| <b>Additional specifications</b>         |                                                                                                                               |          |                |
| Processor speed                          | Min. 266 Mhz                                                                                                                  |          |                |
| Standard memory(min)                     | Min. 256 MB                                                                                                                   |          |                |
| <b>Scanner Specifications</b>            |                                                                                                                               |          |                |
| Scanning                                 | Color                                                                                                                         |          |                |
| Scan type                                | Flatbed, ADF                                                                                                                  |          |                |
| Optical scanning resolution              | Up to 600 x 600 dpi (1200 dpi effective)                                                                                      |          |                |
| Bit depth                                | 24-bit                                                                                                                        |          |                |
| Scan speed black (normal)/Color          | Min. 20 ppm                                                                                                                   |          |                |
| Auto document feeder capacity            | Standard, 50 sheets                                                                                                           |          |                |
| Duplex Scanning                          | Automated                                                                                                                     |          |                |
| File formats                             | PDF; TIF; BMP; JPG                                                                                                            |          |                |
| <b>Copier Specifications</b>             |                                                                                                                               |          |                |
| Copy speed (black, best quality, A4)     | Min 38 cpm                                                                                                                    |          |                |
| Copy resolution (black text)             | Up to 600 x 600 dpi                                                                                                           |          |                |
| Copier resize                            | 25 to 400%                                                                                                                    |          |                |
| Maximum copies                           | Up to 99 copies                                                                                                               |          |                |
| Duplex Copier                            | Automated                                                                                                                     |          |                |
| <b>Fax Specifications</b>                |                                                                                                                               |          |                |
| Fax speed                                | 33.6 kbps                                                                                                                     |          |                |
| A4 pages held in memory                  | Up to 100 pages                                                                                                               |          |                |
| Resolution (black and white)             | Up to 300 x 300 dpi                                                                                                           |          |                |
| Maximum speed dialing numbers            | Up to 100 numbers, Auto-redialing - Yes                                                                                       |          |                |
| <b>Connectivity</b>                      |                                                                                                                               |          |                |
| Standard connectivity                    | Hi-Speed USB 2.0 port; 10/100Base-T Ethernet network port; RJ-11 Telephone port                                               |          |                |
| Compatible operating systems             | Microsoft® Windows® 11, Microsoft® Windows® 10                                                                                |          |                |
| Compatible Software                      | Compatible with Finacle                                                                                                       |          |                |
| Interfaces                               | RS232/Centronics/USB 2.0                                                                                                      |          |                |
| Noise                                    | less than 64 db                                                                                                               |          |                |
| <b>Cartridge</b>                         |                                                                                                                               |          |                |
| Type                                     | Toner cartridge provided with printer should not be a Demo Cartridge                                                          |          |                |

**Appendix-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company TAX Number                                                                                                                                                                      |         |
| 7.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 8      | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code          |         |

**Name & Signature of authorised signatory**

**Seal of Company**

**Scope of Work, Payment Schedule, Penalties and other terms**

| <b>Sl No</b> | <b>Particulars</b>                     | <b>Requirements/ Remarks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1            | Description of Services                | <b>Procurement of Desktop Computer &amp; Printers</b><br><br>As a part of installation, the necessary installation of all existing drivers for scanners / printers / other peripherals needs to be completed along with data transfer from old to new desktop / laptop to the satisfaction of the Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2            | Location for delivery and installation | VICE PRESIDENT,<br>BANK OF BARODA,<br>MAURITIUS TERRITORY<br><br>Place : Port Louis, Mauritius                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3            | Payment schedule                       | 100% after delivery, installation, receipt of warranty confirmation from OEM, VAT/TAX invoice, acceptance of goods by Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4            | Warranty                               | Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary, will be 36 months from date of installation or 39 months from date of delivery, whichever is earlier.<br><u>On-site comprehensive warranty and AMC (If opted):</u> The warranty and AMC (if opted) would be on-site and comprehensive in nature and back to back support from the OEM. Vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a specified warranty period. Vendor shall repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport. |
| 5            | Support                                | After having been notified of the defects / service requirement during warranty period, Seller must provide <b>Next Business Day Onsite Support</b> and complete the required service / rectification within 3 working days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6            | Penalties                              | If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller.<br><br>Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|   |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |             | bidder. Cumulative Penalty shall not exceed 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7 | Other terms | <p>a. The Vendor warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied Products in the conditions prevailing in Mauritius.</p> <p>b. Free maintenance services during the period of warranty and AMC (if opted). Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.</p> <p>c. Any worn or defective parts withdrawn from the Equipment and replaced by Vendor shall become the property of Vendor and the parts replacing the withdrawn parts shall become the property of Bank. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the Bank.</p> <p>d. If any part is replaced by the vendor in the warranty period, warranty of the part should also be equivalent to the original warranty period of the product supplied.</p> |

**Commercial Proposal**

The Commercial Proposal Bid needs to contain the information listed hereunder and needs to be submitted to Bank of Baroda Territory office Port Louis.

**Name of the Bidder:**

**Location (X) \_\_\_\_\_**

| <b>Sr. No.</b> | <b>Item</b>                                                                                                                                | <b>Quantity</b> | <b>Rate per item (excl taxes)</b> | <b>Total Cost in Rs.</b> |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|--------------------------|
| <b>1.</b>      | <b>Desktop Computers (With Monitor)</b><br><br>Including installation and 3 years on-site warranty with Next Business Day on-site support. | <b>3</b>        |                                   |                          |
| <b>2</b>       | <b>Desktop Computers (With Monitor)</b><br>Including installation and 3 years on-site warranty with Next Business Day on-site support.     | <b>23</b>       |                                   |                          |
|                | <b>Buy-Back (Cost should be mentioned by bidder)</b>                                                                                       | <b>23</b>       |                                   |                          |
| <b>3</b>       | <b>Multi-Functional Printer</b>                                                                                                            | <b>3</b>        |                                   |                          |

\*Backup of data from existing PCs and restore on new Pcs (23)

**Breakup of Taxes and Duties**

| <b>Sr. No.</b>     | <b>Name of activity/Services</b> | <b>VAT/Tax 15%</b> |  |  |
|--------------------|----------------------------------|--------------------|--|--|
| 1.                 |                                  |                    |  |  |
| <b>Grand Total</b> |                                  |                    |  |  |

Note: Bidder must provide Tax invoice.

**Name & Signature of authorised signatory**

**Seal of Company**



**Undertaking of Authenticity**

To:

VICE PRESIDENT,  
BANK OF BARODA,  
MAURITIUS TERRITORY  
Place : Port Louis, Mauritius

**Sub: Undertaking of Authenticity for supplied Product(s)**

**Ref: RFP No.**

With reference to the Product being quoted to you vide our Bid No:\_\_\_\_\_ dated \_\_\_\_\_, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

2. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

3. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

4. In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

5. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 202

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of  
\_\_\_\_\_

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To:

VICE PRESIDENT,  
BANK OF BARODA,  
MAURITIUS TERRITORY  
Place : Port Louis, Mauritius

Dear Sir:

**Ref: RFP No.**

We, who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at \_\_\_\_\_ (address of factory / facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Authorised Business Partner (ABP)) to submit a Bid, and sign the contract with you against the above RFP.

2. We hereby extend our full warranty for the Products and services offered by the above \_\_\_\_\_ against the above RFP.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the \_\_\_\_\_:

- (a) Such Products as the Bank may opt to purchase from the \_\_\_\_\_, provided, that this option shall not relieve the \_\_\_\_\_ of any warranty obligations under the RFP; and
- (b) In the event of termination of production of such Products:
  - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Bank, operations manuals, standards and specifications of the Products, if requested.

4. We duly authorise the said \_\_\_\_\_ to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

**Certificate of Local Content**

<Certificate from the OEM on its letterhead with seal.>

Date:

To,  
VICE PRESIDENT,  
BANK OF BARODA,  
MAURITIUS TERRITORY  
Place: Port Louis, Mauritius

Dear Sir,

**Ref.: RFP No. :** \_\_\_\_\_ **Dated:** \_\_\_\_\_

This is to certify that proposed \_\_\_\_\_ < details of services > is having the local content of \_\_\_\_\_% as defined in the above mentioned RFP.

2. The details of location(s) at which the local value addition is made are as under:

| SI No | Product details | Name of place |
|-------|-----------------|---------------|
| 1     |                 |               |
| 2     |                 |               |

**Signature of authorised official**

**Name:**

**Company seal:**

**Appendix-J**

**Pre-Bid Query Format**  
**(To be provide strictly in Excel format)**

| <b>Vendor Name</b> | <b>Sl. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |