



Bank of Baroda
Mauritius Operations

RFP for Supply, Installation & Maintenance of 7 Servers

RFP No. BOBMU/DIGITAL/IT/2024-25/05
Dated: 02nd Dec 2024

[A] Important Dates:

| # | Particulars | Timeline |
|---|---|--|
| 1 | RFP Coordinator Name, Contact details (Bank) | 1. Mr. Sachin Kumar Jaiswal 2. Contact No. – 0231-52903551 3. Email: digital.mauritius@bankofbaroda.co.in 4. Postal Address: The Chief Manager (Digital & IT), Bank of Baroda Mauritius operations 2nd floor, Sir William Newton Street, Port Louis, Mauritius |
| 2 | Pre-bid Meeting & Venue details | <ul style="list-style-type: none"> ○ Pre-bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 11th Dec 2024 at 11.00 AM(GMT+4) Mauritius Time. ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations, and e-mail IDs on digital.mauritius@bankofbaroda.co.in by 9th Dec 2024 along with pre-bid clarification. ○ A meeting invite Link will be sent by the Bank to the bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. ○ Bidder representatives must click the bank-provided link (in the e-mail) to join the online pre-bid meeting. |
| 3 | Last Date & Time of Submission of Bids | 3.00 PM on 24 Dec 2024 Mode: Offline Manual Submission. |
| 4 | Bid Opening Date | 4:00 PM on 24 Dec 2024 1. The meeting will be held online through the Bank's Online Meeting Platform (i.e. Microsoft Teams) 2. Bidders are requested to send bid submission confirmation with their email address for attending the online bid opening meeting. On digital.mauritius@bankofbaroda.co.in id after RFP submission time is over. |
| 5 | Date and time of Opening of Eligibility and Technical Bid | Since the submission of bids is Offline, Technical & Eligibility documents will be opened by the Bank of Baroda Mauritius and acknowledgment will be communicated to the participating bidders via email |
| 6 | Date and time of Opening of Commercial Bid | The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for the opening of the commercial bid would be communicated separately to the technically eligible vendors. |

| | | |
|----|--|--|
| 7 | Bid document cost (non-refundable) | NIL |
| 8 | Bid Security (Earnest Money Deposit) | Nil |
| 9 | Security Money Deposit (for successful vendors only) | Nil |
| 10 | Mode of bid submission & online portal's URL | Mode: Offline Manual Submission. |
| 11 | All letters must be addressed to the | Vice President Bank of Baroda Mauritius operations 2nd floor, Sir William Newton Street, Port Louis, Mauritius. |
| 12 | Website and Link | https://www.bankofbaroda-mu.com/ https://www.bankofbaroda-mu.com/tenders |
| 13 | Contact point for any clarification | For any queries while submitting kindly connect with Mr. Sachin Jaiswal on 23052903551 digital.mauritius@bankofbaroda.com |
| 14 | Announcement of Eligible responses | Will be intimated subsequently |

[A] Important Clarifications:

The following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RFP means the Request For Proposal document
3. Proposal, Bid means "Response to the RFP Document"
4. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. Original Platform Developer (OPD)
8. Annual Technical Support (ATS)
9. Application Programming Interface (API)
10. Bank, BOB means 'Bank of Baroda'
11. Banking, Financial services and Insurance (BFSI)
12. Central Vigilance Commission (CVC)
13. Customer Relationship Management (CRM)
14. Earnest Money Deposit (EMD)
15. Proposal, Bid means "Response to the RFP Document"
16. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
17. RFP means the Request For Proposal document
18. Service Level Agreement (SLA)
19. Single Person of Contact (SPOC)
20. Tender means RFP response documents prepared by the vendor and submitted to the Bank of Baroda
21. Original Software Developer (OSD)
22. Total Cost of Ownership (TCO)

Please note:

- I. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm, or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- II. The *beneficial owner* for (iii) above will be as under:
 1. In the case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In the case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals

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4. Where no natural person is identified under (1) (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In the case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust, and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- III. An Agent is a person employed to do any act for another or to represent another in dealings with a third person.

Confidentiality:

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

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1. Introduction

1.1 Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8266 Branch ATM 8793 cash recycler 1626 at India and 84 branches /offices spanned at overseas front distributed in 17 countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051

This Request for Proposal (RFP) has been issued by the Bank of Baroda Mauritius operation (hereinafter referred to as the “Bank”) having a territory office located at Port Louis, Newton Street Mauritius which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Vendors, hereafter called as ‘Vendors’, to participate in the competitive bidding for supply, installation & maintenance of Intel-based Server and its components.

1.2 Project Overview

This Request for Proposal (RFP) document has been prepared solely to enable the Bank of Baroda Mauritius (“the Bank”) for supply, installation & maintenance of Intel-based Server and its components.

The Bank, for this purpose, invites proposals from Vendors who are interested in participating in this RFP and who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the requirement as mentioned in Project Scope. Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP.

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

1.3 Project Scope

Bank is floating RFP to procure 7 Servers supply, installation & maintenance of Windows-based Servers and their add-on components.

| TYPE | No of Server |
|--------------|--------------|
| A | 2 |
| B | 4 |
| C | 1 |
| Total | 7 |

| Requirements: | | |
|---------------|--|---------------------|
| No. | Description | Quantity |
| 1. | 7 Servers supply, installation & maintenance of Windows-based Servers and their add-on components <ul style="list-style-type: none"> • With one 3 warranty • With one 5 warranty • Buy Back of Old Server model | 7 (Type A,B & C) |

| Existing Server Configuration | | | |
|-------------------------------|-------|----------------------|---------|
| MODEL | RAM | Processor | Storage |
| Dell PowerEdge R330 | 32 GB | Intel Xeon @3.00 GHZ | 2.72 TB |
| Dell PowerEdge R330 | 64 GB | Intel Xeon @3.00 GHZ | 2.73 TB |
| Dell PowerEdge R330 | 64 GB | Intel Xeon @3.00 GHZ | 2.73 TB |
| Dell PowerEdge T320 | 32 GB | Intel Xeon @2.40 GHZ | 1.5 TB |
| Dell PowerEdge R330 | 32 GB | Intel Xeon @3.00 GHZ | 2.72 TB |
| Dell PowerEdge R330 | 32 GB | Intel Xeon @3.00 GHZ | 1.10 TB |
| Dell PowerEdge T320 | 32 GB | Intel Xeon @2.40 GHZ | 1.5 TB |

The Bank based on the evaluation results of submitted bid who meet the eligibility criteria mentioned in Annexure 02 and also comply with to supply, installation & maintenance of Windows-based Servers and their add-on components as per the Project Scope - Technical requirement mentioned in Annexure 13. Bank based on its requirement of servers would seek proposals from the vendors.

General Conditions

- a) The Vendor shall ensure that no other equipment/structure/setup gets damaged due to their activities. Any damages caused to Bank property due to Vendor's negligence shall be passed on the Vendor's account.
- b) The vendor shall complete the entire work within the stipulated timeline mentioned in the delivery section of this RFP.
- c) In the case of additional requirements desired by the Bank during the contract period over and above the quantity for which the Purchase Order is placed with a particular bidder then the maximum order that the Bank can place would be an addition of 25% of the quantity for which Order is placed.

Technical Proposal Attention Items

- a) This RFP is not a contract offer. Receipt of a proposal neither commits the Bank to award a contract to any vendor nor limits the Bank's rights to negotiate with any vendors, suppliers, or contractors in the Bank's best interest. Bank reserves the right to contract with any vendor, supplier, or contractor at its discretion.
- b) The bank reserves the right to request additional information necessary and pertinent to the project to assure the vendor's ability and qualification to perform the contract.

- c) Failure to answer any questions within the stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- d) For any ambiguity, omissions, or unclear content in the RFP the vendors should request the Bank to clarify along with pre-bid queries within the timeline mentioned in the “[A] Important Dates.
- e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; vendors should ensure and provide quality and industrial standard products to Bank.
- f) In case of any difference in the standards between this RFP and the vendors’ proposal, the higher standards shall prevail and be applicable.
- g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the vendors.
- h) Bank reserves the right to accept or reject any/all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the vendor made after receipt of the proposal will be at the sole discretion of the Bank.

1.4 Contract period

The Contract with the selected vendor will be valid for a period of 3 or 5 years plus delivery and installation timeline from the date of the purchase order by the vendor. The contract will be deemed completed only when all the items and contracted services by the Bank are provided in good condition, installed, implemented, tested, and accepted along with the associated documentation provided to the Bank’s employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

1.5 Service Levels and Uptime Guarantee

For details, please refer to Annexure 12 which provides the service levels for Supply, Installation & Maintenance of Intel-based servers and their components.

1.6 Delivery

The Servers should be delivered within 6 weeks from the date of purchase order.

The vendor will have to pay late delivery charges to Bank of Baroda @ 0.5% of the undelivered hardware value per week or part thereof, for late delivery beyond the due date of delivery, to a maximum of 10% of the undelivered hardware value. If the delay exceeds the maximum percentage of 10%, the Bank of Baroda reserves the right to cancel the entire order.

The vendor will be responsible for ensuring proper packing, delivery, and receipt of the hardware and software related to hardware at the site(s). Sealed packs will be opened in the presence of Bank of Baroda officials.

The software (systems software, language compilers, utilities, packaged software, etc., including complete sets of manuals, Driver CD – if any) should be delivered together with the hardware.

All accessories as part of the hardware/software to make the server operational should be delivered together with the equipment. Any component that has not been delivered or

if delivered is not operational on account of which the equipment is not functioning, will be deemed/treated as non-delivery of the equipment thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of equipment is not acceptable and payment would be released as per terms only after full delivery.

The bank reserves the right to shift the Servers to a new location/s and warranty/support for the same will continue to be in force at the new location.

1.7 Pre-shipment Inspections

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

1.8 Installation

Installation at our DC-DR Sites (CurePipe Branch / Territory offices), including unpacking of cartons/ boxes, will be the responsibility of the Vendor. The vendor will have to initiate the installation of the server within 7 working days from the date of receipt of the server at our office and the Bank's notification for installation of the HW / SW and hand it over to the Bank for acceptance testing.

The vendor will have to pay late installation charges to Bank of Baroda @ 0.5% of the relevant hardware value per day subject to a maximum of 10% of the total relevant hardware value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.

1.9 Porting of application

As servers are procured as replacements for existing servers the Bank's managed service provider will be responsible for porting applications to the supplied system, however, the vendor needs to support the managed service provider for any hardware-related support if required at no extra cost to the Bank.

1.10 Affixing Asset Tags on HW Equipment

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

1.11 Warranty

The entire hardware equipment including system software will remain under an onsite, comprehensive maintenance warranty for a period of 3 (Three) or 5 (Five) years. The service support during the warranty period shall be for all Hardware equipment, Operating System Software, and Antivirus Software (wherever applicable - if supplied by the vendor, etc. The vendor shall upgrade the system software during the warranty period at no cost to BOB. The vendor will have to provide a post-installation warranty as per the terms mentioned below:

Server & its add-on component -

Comprehensive Warranty for 36/60 Months from the date of installation or 37/61 months from the date of delivery whichever is earlier.

If, any major equipment/part (i.e. Motherboard and any controller) is replaced or any defect in respect of any major equipment/part (i.e. Motherboard and any controller) is corrected for more than two instances of any quarter during the base warranty period of 3/5 years, where the period of warranty remained is less than twelve months of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

Patch updation, security updates, etc. of operating system, system software, BIOS, etc (wherever applicable - if supplied by the vendor) to be done in coordination with the Bank.

In case of significant failures of specific components Viz. The motherboard, HDD, CD Drives, and any other controller, the entire component (Viz. Motherboard, HDD, CD Drives, any other controller) has to be replaced with new ones proactively. The proactive action has to be taken immediately without affecting the bank's day-to-day functioning and at a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor is required to ensure that this kind of situation never arises.

The vendor shall be fully responsible for the warranty for all equipment, accessories, spare parts, etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during the warranty period.

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

The warranty should cover the following:

- a) The Server/equipment should be attended to within four hours of receipt of the complaint (exclusive of traveling time). In case problems persist, systems should be replaced within 24 hours of receiving the complaint and an alternate system should be given till the machine is repaired. The replaced equipment should be installed by the vendor at no extra cost to the Bank, so that the normal job of the Bank may not get hampered.
- b) Warranty would cover updates/maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware.
- c) Providing all deliverables including warranty services etc. under this contract shall be the sole responsibility of the vendor. The bank will not be responsible for any delays/violations from third-party OEMs.

1.12 Transportation and Insurance

All the costs should include cost, insurance, and freight (c.i.f). However, the Vendor has the option to use transportation and insurance coverage from any eligible source. Insurance cover should be provided by the Vendor for all the equipment provided at the Bank site for the contract period. The Vendors should also ensure that the goods are replaced at no cost to the Bank in case insurance coverage is not provided.

The insurance for the equipment at the site shall be on an "all risks" basis, including war risks, fire and theft, and robbery clauses valid for the period of the contract. In case any loss or damage of any nature whatsoever occurs, the vendor shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s.

1.13 Inspections and Tests

The Bank or its representative shall have the right to inspect and/or to test the Goods and Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.

Should any inspected or tested Goods fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Bank.

The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity, and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final concerning quality, specification, performance, quantity, and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

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

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

1.14 Payment Terms

The Digital & IT Department will place the orders and delivery will be at DC-DR Sites (CurePipe Branch / Territory offices) as per the orders placed. The successful vendor shall make necessary arrangements for processing the purchase orders.

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

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

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

SNR case - Wherever installation could not be carried out by the successful vendor due to the Bank’s dependencies like the Site not being ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor’s submission of a certificate from location concerned duly signed (with Bank’s seal affixed) by the Bank Authority concerned on the Bank’s dependencies like the site is not ready, etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. 20% of the payment total cost after two months on delivery of hardware.

- Balance 10% of the cost of the delivered product would be payable on completion of the 3/5-year warranty period.

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

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

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

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

A. For 70% Payment Claim

- a) Original delivery Challans duly stamped and signed by the Bank Official.
- b) Confirmation letter from OEM/Vendor mentioning the serial number of the product and that the HW supplied is under a 3 (Three) or 5 (Five) 5-year back-to-back warranty.
- c) Complete inventory details along with Serial Numbers of Hardware and related software (i.e. Operating System etc. if any)

B. For 20% Payment Claim

- a) Original Installation Report duly stamped and signed by the Bank Official along with the signature of the engineers of the vendor.
- b) In Case of SNR - Submission of a certificate from the Territory Office concerned duly signed (with the Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from a vendor to complete installation within a week of being informed that the site is ready.
- c) Complete inventory details along with Serial Numbers linked with the Asset Tag of Hardware delivered against each PO at ordered delivery locations.

C. For 10% Payment Claim

- a) The bank will pay after the completion of 3/5 years of warranty.

Evaluation Methodology- Techno-Commercial (70:30)

Introduction

The objective of adopting this evaluation methodology is to facilitate the selection of the eligible Bidders who propose the best fitment which is also a cost-effective system throughout the contract. The commercial evaluation would be based on the Total Cost of Ownership (TCO) that appropriately meets the business requirements of the Company. 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 Company

The evaluation will be a three-phase process: -

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

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

The Evaluation of the various options presented to the Company to identify the best systems for the bank's requirements is based on the following broad parameters:

- Ability to meet detailed technical specification
- Implementation Capabilities
- Business Case & Total Cost of Ownership

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

Phase 1 - Eligibility Criteria Evaluation

The eligibility criterion for the Vendor to qualify for this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suitability.

The Bank reserves the right to modify the configuration of the Hardware thereof to be ordered.

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

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

The vendor would also need to provide supporting documents for eligibility proof. All the credentials of the vendor necessarily need to be relevant to the Mauritian market.

Bidders who meet these criteria would only qualify for Technical Bid evaluation.

Phase 2 – Technical Proposal Evaluation

The Bidders meeting the eligibility criteria as laid out in Annexure 02 – Eligibility criteria alone would be shortlisted for Phase 2 – Technical Proposal Evaluation.

This evaluation will be carried out on a total score of 100 based on the evaluation parameters defined in this section. The bidder needs to achieve a cut-off score of **70 out of 100** to be qualified for commercial bid opening and subsequent evaluation.

In case only one vendor has having technical score of 70 or more, the Company may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 80, then the Company, at its sole discretion, may qualify two bidders based on the top 2 scores. However, the Company at its discretion may reject the proposal of the bidder or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Company’s opinion, the bidder cannot present or demonstrate the proposed Servers as described in the proposal or in case the responses received from the site visited are negative or the solution does not meet Company’s techno functional requirement as per Technical Specification.

The evaluation shall be based on the following parameters:

| # | Proposal Bid Evaluation | Scores |
|---|---|--------|
| 1 | Credential strengths | 20 |
| 2 | Techno-Functional Features Evaluation and Demonstration | 55 |
| 3 | Reference Site Evaluation | 10 |
| 4 | Bidder presentations and Project Plan Timelines | 15 |
| Maximum Technical Proposal Bid Evaluation Score | | 100 |

The technical evaluation would involve the following major areas:

1. Credential strengths of Bidder
Each Bidder having credentials as stated in Annexure – Credential strengths will get marks according to their implementation experience.
2. Techno-functional features evaluation and Demonstration
 - a. Techno- Specification features evaluation

The Bidder needs to cover the entire technical requirement of the Company given in Appendix- Techno Specification. Responses received in Appendix - Techno Functional Specification would be used for evaluating the Bidder on the functionality being proposed by them. The Functional Score for each area in Appendix 01 - Techno Functional Specification will be worked out.

- b. Demonstration of the proposed solution

As part of the System demonstration process

- The bidder will be required to demonstrate the line items present in the **Appendix - Technical Specification** - Technical Specifications document to the Company's team. The Company will inform the bidders well in advance before the product demonstration if every line item or a part of them is to be demonstrated.
- The demonstration can be carried out in the Company's premises in Mauritius or at Bidder's office or Team Meeting
- This will also enable the Company to understand the system features and fit with the proposed requirement and identification.
- The Company will communicate a date, time, and location to the bidders any time after the last date for submission of proposals.

During the Product Demonstration, the Company would evaluate the Bidder on the functionality of the solutions proposed by the Bidder using **Appendix - Techno Functional Specification** as a base in part or as a whole. The bidder will be evaluated on each of the areas.

Now continuing to the above-cited example where marks aggregated for the bidder is 1000 supposing that against 100 line items bidder could only demonstrate 80 line items then his final marks would be $80 \times 10 = 800$ therefore the score for the vendor in this section comes at $(800/1000) \times 60 = 48$. Please note that full marks shall always be constant i.e. $10 \times$ the Number of Line items whereas bidder marks shall vary depending upon their self-score and subsequent demonstration

3. Reference Site Evaluation

- Company requires the Bidders to provide at least ONE reference of organization in Mauritius where the proposed solution has been implemented. The reference site should be one where the Bidder has implemented the proposed system and is currently in use as of the date of the RFP.
- The evaluation of the reference site visit shall be based on the level of satisfaction of operation & management teams of the reference organization and observations of our designated officials towards the view of the system installed at the reference site (if possible). The scale of evaluation is as under:

| SNO | Evaluation Parameter | Scale of Score |
|-----|--|----------------|
| 1 | Level of satisfaction of operation & management teams of the reference organization | 0-5 |
| 2 | Observations of our designated officials toward the view of the stem installed at the reference site (If possible) | 0-5 |
| | Maximum Score | 10 |

The cost of travel and lodging for the team identified by the Company will be borne by the Company for site visits. However, the Bidder may be expected to facilitate these arrangements

4. Bidder presentation

The Company will require the Bidders to make presentations regarding the various aspects of the proposed system. The Evaluation Committee decided by the Company would be scoring the presentation made by the Bidders at the Company's premises based on a structured questionnaire broadly across the following:

| # | Evaluation of the Bidder Presentation |
|---|--|
| 1 | Adherence to Delivery Timelines |
| 2 | Execution Competency (Functional & Technical Competency) |

Phase 3 –Techno Commercial Evaluation

Bidders are requested to submit a commercial bid along with a Bid Document in a Separate sealed envelope.

Shortlisting

The company shall shortlist bidders who obtain qualifying scores in technical evaluation for **Techno- Commercial** evaluation process. Commercial bids of each shortlisted vendor shall be opened for Techno Commercial evaluation.

Total Cost of Ownership (TCO) Calculation Methodology

Weighted Evaluation:

Based on the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in the evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing **the highest combined marks and ranked H-1 shall be recommended for the award of the contract.**

As an example, the following procedure can be followed:

A score (S) will be calculated for all qualified bidders using the following formula: $\frac{Clow}{C} \times 100 + T(1-X)$

C stands for discounted rate arrived basis of commercial evaluation (Amount arrive in Table C of Annexure Indicate Price Bid);

Clow stands for the lowest rate arrived basis of commercial evaluation (Amount arrive in Table C of Annexure Indicate Price Bid).

T stands for technical evaluation score and

X is equal to 0.30.

| # | Bidder | Technical Evaluation Marks (T) | Discounted Rate (C) | T * 0.70 (A) | [(Clow / C) x 100] x 0.30 (B) | Score (S =A +B) |
|---|--------|--------------------------------|---------------------|--------------|-------------------------------|-----------------|
| 1 | AAA | 75 | 120 | 52.5 | 25 | 77.5 |
| 2 | BBB | 80 | 100 | 56 | 30 | 86 |
| 3 | CCC | 90 | 110 | 63 | 27.3 | 90.3 |

In the above example, Clow is 100.

In the above example, CCC, with the highest score becomes the successful bidder (**H1**).

In case of more than one vendor with an equal highest score (S) up to three decimals, then number of decimals will be increased.

The Company may in its absolute discretion engage in discussion or negotiation with the H1 bidder. The decision of the Company shall be final and binding on all the vendors to this document. The Company reserves the right to accept or reject an offer without assigning any reason whatsoever.

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 Techno Commercial will be considered as the L1 Bidder and Bank will consider bidder as L1 and 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 Servers (replacement order) as mentioned in the Commercial bid as per Annexure 15 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 Bidder

3 Terms and conditions

3.1 General Terms

- 3.1.1 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating, or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers has carried out or will carry out an independent audit verification investigation, or due diligence exercise about the contents of any part of the RFP document.
- 3.1.2 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- 3.1.3 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 3.1.4 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 3.1.5 Recipient Obligation to Inform Itself: The Recipient must apply its care and conduct its investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 3.1.6 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
- 3.1.7 The issuance of an RFP document is merely an invitation to offer and must not be construed as any agreement contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 3.1.8 Standards: All standards to be followed will adhere to the Mauritius.

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- 3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 3.1.10 Only one submission of response to RFP by each Respondent will be permitted.
- 3.1.11 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- 3.1.12 The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by the Bank.
- 3.1.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the vendor responses would not be incorporated automatically in the tender document.
- 3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.
- 3.1.15 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.2 Rules for Responding to this RFP

- 3.2.1 The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.
- 3.2.2 All responses received after the due date/time as mentioned in "[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. The manual submission will not allow an RFP response after the deadline. It should be noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 3.2.3 The Bank has established RFP coordinators to provide a venue for managing vendor relationships and other requirements through the Bank's decision-making body for contract clarification. All the queries and communication must be

addressed to the RFP coordinators/contact persons from the Bank mentioned in “[A] Important Dates - RFP Coordinator”

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

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

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

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

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

- 3.2.4 Vendor should submit their Eligibility, Technical & Commercial bids offline i.e. in separate seal envelopes through post/courier/manual delivery of documents. The vendor must submit documents of their bid as specified as per RFP requirements.

If the submission to this RFP does not include all the documents and information required or is incomplete or if submission is through Fax mode, the RFP is liable to be summarily rejected.

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

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- 3.2.5 All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after the opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirements for various items/activities as described in the RFP after the expiry of the current assignment period.
- 3.2.6 All responses would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of the final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting to the veracity of the information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 3.2.7 The bids once submitted cannot be withdrawn/modified after the last date for submission of the bids unless specifically permitted by the Bank.
- 3.2.8 The vendor may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by the Bank. No offer can be modified or withdrawn by the vendor subsequent to the closing date and time for submission of the offers.
- 3.2.9 The vendors are required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the vendor does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/services. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow/permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 3.2.10 Based on the Bank’s requirements as listed in this document, the vendor should identify the best-suited product/solution that would meet the Bank’s requirements and quote for the same. In case the vendor quotes more than one product/solution and they have not specified which particular product/solution quoted by them needs to be considered, then the response would be considered improper and the whole tender submitted by the vendor is liable to be rejected.
- The vendor is expected to provide the best option and quote for the same.
- 3.2.11 The vendor must furnish requirements as per the formats provided in the RFP document.
- 3.2.12 In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.
- 3.2.13 In the event the Bank has not asked for any quotes for alternative prices and the

The vendor furnishes the alternative price in the vendor's financial bid, and the higher prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at a lower price. The Bank in this case may also reject the offer outright.

- 3.2.14 In the event optional prices are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendors will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for evaluation of the Vendor. The same item has to be supplied by the successful Vendor free of cost
- 3.2.15 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution. The Bank's interpretation will be final.
- 3.2.16 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded to by the vendor has been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- 3.2.17 All out-of-pocket expenses, traveling, boarding, and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging, etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 3.2.18 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payment schedules, time frame for solution, etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions as proposed in the tender document.
- 3.2.19 Grievance Redressal: Any vendor who claims to have a grievance against a decision or action about the provisions of this RFP may file a request to the Vice President at vp.mauritius@bankofbaroda.com. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings by the provisions of this RFP. All letters must be addressed to the following:

Vice President
Bank of Baroda, Mauritius Operation
4th floor, Sir William Newton Street, Port Louis, Mauritius

3.3 Price Bids

- 3.3.1 Financial/Commercial Price Bids will be invited by the Bank along with RFP proposals bid submission documents. The date for the opening of Commercial bids opening would be communicated separately to the short-listed Vendors
- 3.3.2 The vendor is requested to quote in Mauritian Rupee (MUR). Bids in currencies other than MUR would not be considered.

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- 3.3.3 The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 3.3.4 In case of any variation (upward or downward) in Government levies/taxes/cess/duties etc. which has been included as part of the price will be borne by the vendor. Variation would also include the introduction of any new tax/cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like VAT and any taxes introduced instead of VAT and levies associated with VAT or any new taxes introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- 3.3.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the vendor and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the vendor should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the vendor".
- 3.3.6 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded to by the bidders has been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same
- 3.3.7 The Bank is not responsible for any assumptions or judgments made by the vendor for arriving at any type of costing. The Bank at all times will benchmark the performance of the vendor to the RFP and other documents circulated to the vendor and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the vendor must make good the same at no extra costs to the Bank, in order to achieve the

Desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the vendor and the Bank's interpretation will be final.

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

3.4 Price Comparisons

- 3.4.1 The successful vendor will be determined on the basis evaluation mentioned in the Evaluation Criteria in this RFP document.
- 3.4.2 Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservations or objections to the normalization process and all the vendors will, by responding to this RFP, agree to participate in the normalization process and extend their cooperation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- 3.4.3 The Price offer shall be on a fixed price basis. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the vendor should necessarily include the following:
 - 3.4.3.1 Prices quoted by the Vendor should be inclusive of all taxes, duties, levies, etc. except VAT. VAT will be paid at actuals. The Vendor is expected to provide the VAT percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.

3.4.3.2 The Vendors are expected to provide details of services that are required to be extended by the Vendor by the terms and conditions of the contract.

3.4.3.3 The Vendor must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

3.5 Bid Security / Earnest Money Deposit

NIL

3.6 Security Deposit

Nil

3.7 Performance Guarantee

3.7.1 The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13 to the extent of 5% of the total contract value for the entire period of the contract plus 3 months and such other extended Period as the Bank may decide for the due performance of the project obligations. The guarantee should be that of a nationalized Bank only, other than the Bank of Baroda.

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

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

3.7.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/contract, and the earnest money deposit taken from the vendor will be forfeited.

3.8 Others

- 3.8.1 The product/solution will be deemed accepted only after successful Acceptance Test Procedure (ATP) and sign-off from the Bank's identified Project Manager.
- 3.8.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 3.8.3 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.
- 3.8.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendors are not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 3.8.5 The vendor must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributed to the vendor then that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

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- 3.8.6 The vendor shall represent and acknowledge to the Bank that it possesses the necessary experience, expertise, and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions, or responsibilities not specifically described in this RFP are an inherent, necessary, or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services by this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 3.8.7 The Vendor shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained by the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions, and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank in procuring any registrations, permissions, or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.
- 3.8.8 All terms and conditions, payment schedules, and time frames for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor concerning any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payment schedules, expected service levels, etc. as mentioned in this tender document.
- 3.8.9 The Bank and the vendor covenant and represent to the other Party the following:
- It is duly incorporated, validly existing, and in good standing under as per the laws of the state in which such Party is incorporated.
 - It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery, and performance of terms and conditions under Agreements by such Party and the performance of its

Obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery, and performance under an Agreement.

3.8.10 The execution, delivery, and performance under an Agreement by such Party:

- Will not violate or contravene any provision of its documents of incorporation;
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction, or decree of any court, governmental instrumentality, or other regulatory, governmental, or public body, agency, or authority by which it is bound or by which any of its properties or assets are bound;
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality, or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- It would be the responsibility of the vendor to arrange/obtain necessary road permits or any other document for delivery of the material to the Bank's premises. The vendor shall arrange road permits for locations applicable at no extra cost to the Bank.
- The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors
- The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations, etc. on proposals or proposed contracts or any work performed in connection therewith.

3.9 Other RFP Requirements

- 3.9.1 This tender document may change by either additions deletions or modifications before the actual award of the contract by the Bank. The Bank als

reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.

- 3.9.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on the Bank's website only.
- 3.9.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 3.9.4 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 3.9.5 Clarification of Offers – To assist in the scrutiny, evaluation, and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable for the proposed project.
- 3.9.6 No Commitment to Accept Lowest Bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and/or to listen to any representations unless there is a change in the terms and conditions of the purchase
- 3.9.7 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the offer. Technical details must be completely filled up. Correct information about the services being offered must be filled in. Filling up the information using terms such as "OK", "accepted", "noted", and "as given in the brochure/manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 3.9.8 Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.
- 3.9.9 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit

the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities

- 3.9.10 Incidental Services - The Vendor shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.
- 3.9.11 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject bid.
- 3.9.12 There will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in the solution implemented, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and/or its consultants
- 3.9.13 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information, and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to comment/statement/representation.
- 3.9.14 The Vendor shall perform its obligations under this Tender as an independent contractor and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this Tender nor the Vendor's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or

obligation on behalf of the other Party.

3.9.15 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel, or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services, and the Vendor will make all required payments and deposits of taxes promptly.

3.10 Corrupt and Fraudulent Practices

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

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

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

3.10.3 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.10.4 Vendors responding to this RFP need to sign the Integrity Pact (IP) which will be also signed by the bank's representative.

3.11 Code of Ethics

Successful Vendor /Service Provider /Supplier /Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank’s Code of Ethics which is available on the Bank’s website>Shareholder’s Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.

3.12 Service Level Agreement and Non-Disclosure Agreement

The successful vendor shall execute a) a Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank, and b) Non

Disclosure Agreement (NDA). The successful vendor shall execute the SLA and NDA within 30 days from the date of acceptance of the Purchase Order.

All the expenses related to the execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the vendor.

4 General Terms and Conditions

4.1 Dispute Resolution

- 4.1.1 The Company and the selected bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Company and the selected bidder, any disagreement or dispute arising between them under or in connection with the contract.
- 4.1.2 If the Company project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the selected bidder and Company respectively.
- 4.1.3 If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected bidder and Company, the Company and the selected bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

4.2 Governing Laws

This RFP and subsequent agreement with the Selected Bidders shall be governed and construed in accordance with the laws of Mauritius.

4.3 Notices and Other Communication

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

Notices shall be deemed given upon receipt, except that notices send by registered post

in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

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

4.4 Force Majeure

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

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

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

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

4.5 Assignment

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

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

4.6 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered. Such proposals will be disqualified

4.7 Waiver

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

4.8 Confidentiality

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

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.
- b. Bidder shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Bidder
- c. Bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.
- e. Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f. Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned

above but not include the following as Confidential Information:

- a) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- b) Prior to the disclosure by BOB was known to or in the possession of the Bidder at the time of disclosure;
- c) Was disclosed or parted with the prior consent of BOB;
- d) Was acquired by Bidder from any third party under the conditions such that it does not know or have reason to know that such third party was acquired directly or indirectly from BOB.

The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion, and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement and that it does not constitute a violation under any laws for the time being enforced in Mauritius.

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

4.9 Termination of Contact

The selected bidder cannot terminate the contract by giving a contract termination notice to the company. The Company reserves the right to terminate the contract entered into with the selected Bidder in the following circumstances:

- 4.9.1 The selected Bidder commits a breach of the terms and conditions of the RFP/subsequent Contract and fails to remedy such breach for a period of 30 Business Days, following receipt of written notice from Company specifying the breach or breaches set out below:
- Violation or breach of any conditions or terms of the RFP or subsequent contract
 - Failure to furnish the performance guarantee within 45 days after the execution of the Contract Agreement.
 - Failure or non-performance or delay or deficiency in the completion or implementation of the Project or any activity contemplated under this RFP and subsequent Contract within the applicable time schedules.
 - Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise.
 - Serious discrepancy in the quality of service/hardware/software expected during the implementation, rollout and subsequent maintenance process.
 - An Insolvency Event occurs in relation to the selected Bidder or it ceases to carry on its business or substantially the whole of its business; or
 - There is a change of control of the selected bidder (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the aggregate of all voting equity interests in the selected bidder) and the person or persons acquiring control of the Bidder are persons whom Company reasonably considers to be competitors of Company or organizations about which Company has reasonable grounds for believing will not be able to meet the material obligations contained in the bid/contract.

- 4.9.2 In the event of a termination of the Contract by the Company, the Bidder shall do all such acts or deeds as may be required to fully compensate the Company for all expenditure incurred by the Company in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Company following such termination. The Company shall not bear any liability in this regard. The company shall recover all the cost of replacing vendor and or the company shall impose the liquidated damages. In the event of the Company communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
- 4.9.3 In the event of the Company communicating its intention to terminate the Contract due to change in its policy or Business Practice or any other reason which may arise due to unforeseen circumstances, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
- 4.9.4 Any other reason.

4.10 Effect of termination

If the bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case Bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the selection of a new service provider and execution of the balance of the contract.

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

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

- a) All the undisputed fees outstanding till the date of termination;
- b) Upon the termination or expiry of this Tender and subsequent Agreement:
- c) The rights granted to Bidder shall immediately terminate.
- d) Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services, or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- e) Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

4.11 Publicity

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

4.12 Solicitation of Employees

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

4.13 Inspection of Records

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

4.14 Visitorial Rights

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

4.15 Compliance with Laws

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

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

4.16 Indemnity

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

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

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

- a) notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- b) Cooperates with the Bidder in the defense and settlement of the claims.

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

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

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

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

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

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

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

4.17 Corrupt and Fraudulent Practices

It is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

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

The Bank reserves the right to reject a proposal for award if it determines that the Bidder

recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

4.18 Violation of Terms

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

4.19 Authorized Signatory

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

4.20 Right to Reject Bids

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

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through Telex / telegram / fax
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents. It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

4.21 Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

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

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

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

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

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

4.22 Intellectual Property Rights

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

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

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

4.23 Information Confidentiality

This document is meant for the specific use by the Company / person/s interested in participating in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain

confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

4.24 Set-Off

Without prejudice to other rights and remedies available to the company, it shall be entitled to earmark, set-off or adjust any amounts due to the company, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the company to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

4.25 Covenants of the Service Provider

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

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

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

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

The Service Provider:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order among its personnel.

- iv. shall not exercise any lien on any of the assets, documents, instruments, or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance with all laws, rules, regulations, and ordinances applicable in respect of its employees, sub-contractors, and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labor legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patents, trade secrets, copyright, and any other proprietary rights in the course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder will be of the kind, quality, and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions, and obligations of the Service Provider as contemplated by this Agreement.

-
- x. shall be liable to BANK for any and all losses of any nature whatsoever arising directly or indirectly by negligence, dishonesty, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
 - xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of the Bank.

4.26 Vicarious Liability

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

5 Disclaimer

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

Annexure 01 - Table of Contents

Technical Bid envelope to contain the following (All the Documents should be signed / digitally signed by an authorized representative of the bidder)

| Section # | Section Heading | Proforma Given |
|------------------|---|--------------------------|
| 1 | Eligibility criteria compliance with vendor comments | Annexure 02 |
| 2 | Undertaking from the vendor | Annexure 03 |
| 3 | Pre-Bid Queries Form | Annexure 04 |
| 4 | Conformity Letter | Annexure 05 |
| 5 | Letter of Undertaking from OEM | Annexure 06 |
| 6 | Undertaking of Information Security (Bidder & OEM) | Annexure 07 |
| 7 | Project Scope (Technical Requirement) | Annexure 08 |
| 8 | Service Levels | Annexure 09 |
| 9 | Performance Guarantee | Annexure 10 |
| 10 | Bank Guarantee for early release of retention money | Annexure 11 |
| 11 | Integrity Pact | Annexure 12 |
| 12 | Technical Specification Sheet | Annexure 13 |
| 13 | Credential Strengths | Annexure 14 |
| 14 | Commercial Proposal - Indicative Price Bid for Server Specification | Annexure 15 |
| 9 | Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document. | Vendor to provide |
| 7 | Letter of authorization from the company authorizing the person to sign the tender response and related documents. | Vendor to provide |
| 8 | A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. | Vendor to provide |

| | | |
|---|--|--------------------------|
| 9 | Escalation Matrix with First Level Support, Second Level Support, Country Head Details along with their Name, Contact Number (LL & Mobile), E- Mail ID. (OEM & Bidder) | Vendor to provide |
|---|--|--------------------------|

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 02 - Eligibility Criteria

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

| Sr. No | Eligibility Criteria | Complied (Yes/No) | Supporting Required |
|----------|---|-------------------|---|
| A | General | | |
| 1 | Bidder must be a Government Organization / PSU / PSE / Partnership Firm / LLP or Private / Public Limited company in Mauritius at least for the last 5 years. | | Documentary Proof to be attached (Certificate of Incorporation) |
| 2 | Bidder must be in the Core business of supply & providing maintenance services for Server business in Mauritius at least for a period of the last three years. (As on RFP date) | | Certificate of Incorporation and other Documentary evidence to be attached like a letter of credentials from Public Sector Banks or Financial Institutions. |
| 3 | Bidder must not be blacklisted/debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) as on the RFP date. | | Letter of confirmation from bidder. |
| 4 | The Bidder to provide information that any of its subsidiaries or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms / LLPs having common partners has not participated in the bid process. | | Letter of confirmation (self-certified letter signed by an authorized official of the bidder) |

| | | | |
|-----------|--|--|---|
| B | Financial | | |
| B1 | Below clause Applicable for the OEM whose servers are quoted) or if the OEM is bidding directly | | |
| 1 | Must have registered an average annual turnover of Rs. 100 million or above (from Mauritius Operations only) during the last three completed financial years – 2020-21, 2021- 22, and 2022-23 (Not inclusive of the turnover of associate companies). | | Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant. |
| 2 | Must be a net profit-making entity (from Mauritius operations only) continuously for the last three completed financial years – 2020-21, 2021-22 and 2022-23. OR The net worth of the OEM should be positive on the relevant date and also should have not eroded by more than 30% (thirty percent) in the last three completed financial years – 2020-21, 2021-22, and 2022-23. | | Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualifications. |
| B2 | The below clause is Applicable to the Bidder if submitting a bid as a partner of the OEM (Also the OEM whose products are quoted by the partner to meet the criteria mentioned in B1) | | |
| 1 | Must have registered an average annual turnover of Rs. 10 million or above (from Mauritius Operations only) during the last three completed financial years - 2020-21, 2021- 22 and 2022-23 (Not inclusive of the turnover of associate companies). | | Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23. Certified letter from the Chartered Accountant. |
| | Bidder must have registered an average annual turnover of Rs. 4 million or above (from Mauritius operations only) during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies). | | |

| | | | |
|--|--|--|---|
| 2 | <p>Must be net profit (after tax) making entity (from Mauritius operations only) continuously for the last three completed financial years – 2020-21, 2021-22 and 2022-23.</p> <p>OR</p> <p>The net worth of the bidder should be positive on the relevant date and also should have not eroded by more than 30% (thirty percent) in the last three completed financial years – 2020-21, 2021-22 and 2022-23.</p> | | <p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23.</p> |
| 3 | <p>The bidder should be the authorized partner of OEM for the past three years (from the RFP date)</p> | | <p>Certificate from OEM to be submitted.</p> |
| 4 | <p>The bidder should have received ISO 9001</p> <p>AND</p> <p>OEM should have received ISO 9001 & 14001 certifications for the manufacturing facility from where the equipment will originate.</p> | | <p>Copies of relevant Certificates</p> |
| C Experience & Support Infrastructure | | | |
| 1 | <p>The bidder should have supplied & supported 10 no's of x86-based Servers for the past three years to various Commercial Banks / Financial Institutions /Govt. Organizations in Mauritius.</p> | | <p>Documentary Proof of order/contract copy/customer credentials.</p> |
| 2 | <p>The bidder should be able to replace the faulty hardware within 4 hours from the time of incident reporting.</p> | | <p>Undertaking from OEM to have adequate stock of spares in Mauritius of all items supplied and should be able to replace the faulty hardware within 4 hours from the time of incident reporting.</p> |
| 3 | <p>Bidder should have direct support offices in Mauritius</p> | | <p>Letter of confirmation</p> |
| D Others | | | |
| 1 | <p>The bidder should have authorization from OEM to quote for their products.</p> | | <p>Separate Letter of authorization from the OEM as per Annexure 08 This is not applicable in case if OEM bids directly</p> |



| | | | |
|---|---|--|---|
| 2 | One bidder can bid only with one OEM and Similarly one OEM can bid only with one bidder but both cannot bid. | | Letter of confirmation from both bidder and OEM |
| 3 | Bidder must ensure that the Servers to be supplied will not be End of Life in the next 7 years and End of Support in the next 10 years. | | Letter of undertaking from the bidder. |

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address & Email and Phone #

Annexure 03 – Undertaking from the Vendor

To
Vice President
Bank of Baroda Mauritius operations
4th floor, Sir William Newton Street,
Port Louis, Mauritius

Sir,

Sub: RFP for Supply, Installation & Maintenance of Intel-based 7 Servers and their components

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
 - a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in Mauritius.
 - b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -(please specify NA if not applicable)
 - ii. Amount and Currency in which Commission paid / payable..... (please specify NA if not applicable)
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)..... (please specify NA if not applicable)
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address, Email and Phone #

Annexure 04 – Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only) [Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

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

Authorized Signatory

Name:

Designation:

Vendor’s Corporate Name

Address

Email and Phone #

Date:

Annexure 05 – Conformity Letter

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

To,
Vice President
Bank of Baroda Mauritius operations
4th floor, Sir William Newton Street,
Port Louis, Mauritius

Sir,

Sub: RFP for Supply, Installation & Maintenance of Intel-based 7 Servers and its components

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

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

Yours faithfully,

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

Annexure 06 - Letter of Undertaking from OEM

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

To,
Vice President
Bank of Baroda Mauritius operations
4th floor, Sir William Newton Street,
Port Louis, Mauritius

Sir,
Sub: RFP for Supply, Installation & Maintenance of Intel-based 7 Servers and its components

We (Name of the OEM) who are established and reputable manufacturers ofhaving factories at, and do hereby authorize M/s (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of which are manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose. We (Name of the OEM) hereby convey our unconditional acceptance of terms & conditions related to support for our products during Warranty period if fails to do so.

The model(s) / product(s) proposed in this RFP is covered under 3/5 Years Warranty Onsite comprehensive support from the date of installation of product.

We hereby extend our Warranty during this 3/5 year period as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

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

Yours faithfully,

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

Annexure 07 – Undertaking of Information Security

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

To,
Vice President
Bank of Baroda Mauritius
operations
4th floor, Sir William Newton Street,
Port Louis, Mauritius

Sir,
Sub: RFP for Supply, Installation & Maintenance of Intel-based Servers and its components.

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

Dated this.....by..... 20

Yours faithfully,

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

Annexure 08 – Project Scope (Technical Requirement)

Introduction

Bank based on the evaluation results will Select the vendor who meets the eligibility criteria mentioned in Annexure 02

The successfully selected vendor has to deliver the hardware with the following scope:

1. The vendor should be capable of providing the Hardware that is specified under Annexure 13 (Technical Specifications).
2. All hardware to be supplied with 3 or 5 years onsite comprehensive warranty. The warranty of the equipment will start from the successful installation of the supplied hardware and the sign-off of the installation report from the bank's team.
3. Supply, commission, install, test, configure, and maintain the Intel-based Servers which are approved by the bank. The vendor will also coordinate with Networking and application vendors and provide the necessary assistance for the successful installation, integration, and functioning of the application.
4. Compatibility issues of sub-systems with the Operating System, respective drivers, firmware, and any other cards to be installed if required, are to be resolved by the vendor.
5. Break-fix support of supplied servers and Operating System upgrades for servers.
6. Timely proactive deployment of the latest firmware versions/security patches in coordination with the Bank's Local IT Support Team to ensure compliance not below N-1 level. Monthly Status reports are to be submitted towards current status and upgrade activity carried out during the quarter.
7. If the Operating System or additional copies of the Operating System are required to be installed/reinstalled / de-installed in the servers supplied by the vendor, the same should be done in coordination with the bank's Managed Service Provider.
8. Bank's Local IT Support Team will provide configuration details & other inputs to the vendor for configuring the servers. Further, the vendor has to support the Bank's Managed Service Provider / Application vendor in installing the business applications.
9. The vendor should liaison with the Bank's Local IT Support Team and provide service & support to the servers. The service calls will be logged by the Local IT Support Team & the vendor needs to support & service the same in coordination with them.
10. Bank will be procuring the said hardware from the successful vendor however the vendor should coordinate with the Bank's Local IT Support Team to provide necessary support for any break-fix calls and other services.
11. The bank will have periodic reviews of technology. The vendor will supply the models approved as per technical aspects. In case any of the models becomes obsolete, then the Vendor will provide the latest model available at no extra cost to the Bank.
12. The Bank reserves the right to shift the equipment to a suitable location depending

upon the need. The vendor has to install and commission the same at the shifted location. The bank will bear transportation & transit insurance costs only in respect of shifting for already installed machines. The warranty of the equipment will continue from the new location as the case may be & the vendor needs to provide service & support of the same from the new location.

13. All the parts of the items supplied would be covered under a comprehensive warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of the vendor to fill up the gap.
14. The vendor should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 5 years for servers from the date of its supply.
15. Vendor has to guarantee minimum uptime of 99.9% and shall execute service level agreement for the same
16. The vendor will generate the configuration/specification report from the Servers and present the printout of the same along with the installation report to the bank for their verification & record.
17. Vendor has to undertake BIOS upgrades wherever the requirement is felt by the Bank. Warranty would cover maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any ordered for hardware.
18. Vendor has to co-ordinate and co-operate with the Local IT Support Team for installation of Anti-Virus when the server is installed for the first time and thereafter resolution of virus-related issues in coordination with the Bank's Local IT Support Team.
19. Vendor should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards / ports, UPS, environmental conditions, illumination etc.
20. Vendor needs to provide their offer in case Bank desires for buy back of Servers which shall be at Bank's discretion in working / non-working condition at various locations of the Bank.
21. Vendor will have to ensure that the old Servers under the buyback will be taken to their respective plants and scrapped strictly under the "E-Waste (Electronic Waste) scrapping methods using ecofriendly processes authorized by the Pollution control board and as per the E-Waste management and handling rules issued by Ministry of Environment & Forests and other government agencies from time to time.
22. The system must be capable of scaling up at a later stage as and when required by the Bank.
23. To ensure that the installation & configuration of the servers supplied are in line with the bank's hardware baseline document.
24. If any services, functions, or responsibilities not specifically described in this scope but are an inherent, necessary, or customary part of the services and are required for

proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank.

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

Annexure 09 – Service Levels

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

A vendor should be capable of providing an uptime of 99.90% (during the Warranty period), calculated on a quarterly basis.

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

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

Penalty

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

During the warranty, for every fall of 0.1% above the permissible level of 99.90% downtime on a quarterly basis, the penalty will be levied @ 0.1% of the price of the machine subject to a maximum 10% of the price of the machine per quarter

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

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

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



Annexure 10 - Performance Guarantee

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

To,
Vice President
Bank of Baroda Mauritius
operations
4th floor, Sir William Newton Street,
Port Louis, Mauritius

WHEREAS M/S (Name of Vendor) a Company registered under the Mauritius Companies Act, 2001 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda Mauritius (the Bank) vide their Purchase Order no. dated..... (hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the The vendor is required to furnish a Performance Bank Guarantee issued by a Bank in Mauritius in your favor for MUR/- towards due performance of the contract in accordance with the specifications, terms, and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

AND WHEREAS at the request of the Vendor, WE,..... ,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act having its Office at and a branch interalia at..... Mauritius have agreed to issue the BANK GUARANTEE.

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

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



contained in the PO and RFP and in the event of the vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of MUR...../-(MUR only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.

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



provisions of Bank Guarantee.

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

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

For and on behalf of
Branch Manager
Seal and Address

Annexure 11 - Bank Guarantee for early release of retention money

**BANK GUARANTEE
(FORMAT OF BANK GUARANTEE)**

To,
Vice President
Bank of Baroda Mauritius
operations
4th floor, Sir William Newton Street,
Port Louis, Mauritius

Dear Sir,

WHEREAS (Name of Vendor) a Company registered under the Mauritius Companies Act, and having its Registered Office at, (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda Mauritius (BOB-MU) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

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

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

2. Now this deed of guarantee witnesses that in consideration of BOB-MU agreeing to release a sum of MUR./- (MUR only) representing the balance

10% of the consideration amount payable to the vendor in terms of, the said agreement, we (Bank) having our head office at and amount VAT other places, a branch at

..... (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of the vendor committing a breach of any of the undertakings or committing default in fulfilling any obligation arising out of the said agreement, we (the bank)

shall on demand, pay BOB-MU without any demur MUR...../- (MUR only) and notwithstanding any right the vendor may have against BOB or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in Mauritius or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforementioned undertaking and guarantee by any agreement, variations made between BOB and the vendor, or indulgence shown to the vendor by BOB-MU, with or without the consent and knowledge of the Guarantor or

by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance, or otherwise.

4. (a) This guarantee shall remain valid until (a date which is 3 months after the expiry of the warranty period), or until discharged by BOB-MU in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB-MU and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB-MU will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB-MU that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Mauritian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed MUR./- (Rupees only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after the expiry of the warranty period) and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

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

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

Authorised Signatoryin favor of the Bank

Designation

Annexure 12 - Integrity Pact

PRE-CONTRACT INTEGRITY PACT

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

Between,

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

And

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

Preamble

BOB-MU is one of the nationalized PSU in India with a branch network of over 8266 Branch ATMs 8793 cash recyclers 1626 in India and 84 branches /offices spanned overseas front distributed in 17 countries. BOB-MU is committed to fair and transparent procedures in appointing its outsourced service providers/vendors.

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

In order to achieve these goals, the BOB will construct a Tender Committee which will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of BOB-MU

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

Section 2 - Commitments of the Bidder(s)

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

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

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

Section 4 - Compensation for Damages

- 1) If the BOB-MU has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB-MU is entitled to demand and recover the damages equivalent to 10% of Project Cost of RFP/Earnest Money Deposit/ Bid Security.
- 2) If the BOB-MU has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB-MU shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount

equivalent to a 10% project Cost/Performance Bank Guarantee.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Subcontractors

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

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

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

Section 8 Facilitation of Investigation

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other provision

- 1) This agreement is subject to Mauritius Law. The place of performance and jurisdiction is the Territory Office of the BOB-MU, i.e. Port Louis Mauritius.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement with their original intentions.

- 5) Issues like the scope of work, Warranty / Guarantee etc. shall be outside the purview of the Tender Committee.
- 6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexures, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)

Witness2:

(Name & Address)

Annexure 13 – Technical Specification Sheet - Rack Server

| Type A- No of Server Required - 2 | | | |
|--|---|--|-------------------------|
| Required Minimum Specifications "Rack Server" | | OEM's/Vendor compliance (Yes / No) | OEM's/Vendor remarks |
| Hardware | Make & Model of Server – _____ | | |
| Software/OS | Window Server 2022 Latest edition/service pack | | |
| Form Factor | Rack mountable with rack mount kit and rails 1U Rack Mountable | | |
| CPU | Latest Generation Intel Silver Series Family Processors | | |
| CPU Frequency | <i>Min. Base Frequency As per availability with CPU specification</i> | | |
| Cores | <i>Min 16 Cores</i> | | |
| No. of CPU | Min. 1 (One) scalable to Max. 2 (Two) | | |
| CPU Expandability | Capable to accommodate 2 processor | | |
| Chipset | Latest server class compatibility chipset | | |
| Cache | <i>As per availability with CPU specification</i> | | |
| Memory | <i>256 GB DDR5 or higher</i> | | |
| Memory Expandability | Expandable to Min. 8 TB | | |
| Memory slot | Min. 12 DIMM slots per CPU | | |
| SSD OS | <i>Min 600 GB x2 - Hot-plug SSD</i> | | |
| SSD STORAGE | Min 3.6TB SSD | | |
| SSD Expandability | Expandable to min 3.6TB SSD | | |
| SSD slot | Min. 2 Hot-plug SSD drive bays | | |
| Storage controller | Integrated PCIe 3.0-based hardware RAID controller with Min 1GB cache with capacitor-based backup or battery backup unit and should support RAID 0, 1, 1+0 & 5 | | |
| Network controller & HBA card | The server should offer Min. 4 x 10G Ethernet & 2 x1G Ethernet for Mgmt./Console | | |
| PCI slots | Min. 3 PCIe 3.0 slot | | |
| I/O interface | Min. 2 USB 3.0 port, Min. 1 I/O port | | |
| Graphics | Integrated Video Controller , Video modes up to 1920 x 1200, min. 16MB video memory | | |
| Remote Management | System remote management should support browser based graphical remote console and virtual power button | | |
| | Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser | | |
| | Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication | | |
| | Should be possible to remotely manage server | | |
| | Server should support access rights for administrators | | |

| | | | |
|---------------------------------------|--|--|--|
| | Server should support agentless management using out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates | | |
| | The server should support features which monitors and records changes in the server hardware and system configuration | | |
| Server Management | The system management software should provide role based security | | |
| | The server management software should be of the OEM makes as of the server supplier | | |
| | Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes | | |
| | Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components | | |
| | Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. | | |
| | Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts | | |
| | Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices | | |
| | Should support the reports to be saved in HTMS,CSV or XML format | | |
| Security | Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI | | |
| Compliance | Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant , TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 4.0 or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), Triple Data Encryption Standard (3DES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent | | |
| Operating System Certification | Microsoft Windows server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), VMWare ESX 6.7 or above | | |
| Power Cord | Male & Female Type Power Cord | | |

| Type B- No of Server Required – 4(Four) | | | |
|--|---|--|-------------------------|
| Required Minimum Specifications “Rack Server” | | OEM's/Vendor compliance (Yes / No) | OEM's/Vendor remarks |
| Hardware | Make & Model of Server – _____ | | |
| Software/OS | Window Server 2022 Latest edition/service pack | | |
| Form Factor | Rack mountable with rack mount kit and rails 1U Rack Mountable | | |
| CPU | Latest Generation Intel Silver Series Family Processors | | |
| CPU Frequency | <i>Min. Base Frequency As per availability with CPU specification</i> | | |
| Cores | <i>Min 16 Cores</i> | | |
| No. of CPU | Min. 1 (One) scalable to Max. 2 (Two) | | |
| CPU Expandability | Capable to accommodate 2 processor | | |
| Chipset | Latest server class compatibility chipset | | |
| Cache | <i>As per availability with CPU specification</i> | | |
| Memory | <i>256 GB DDR5 or higher</i> | | |
| Memory Expandability | Expandable to Min. 4 TB | | |
| Memory slot | Min. 12 DIMM slots per CPU | | |
| SSD OS | <i>Min 600 GB x2 - Hot-plug SSD</i> | | |
| SSD STORAGE | Min 3.6TB SSD | | |
| SSD Expandability | Expandable to min 3.6TB SSD | | |
| SSD slot | Min. 2 Hot-plug SSD drive bays | | |
| Storage controller | Integrated PCIe 3.0-based hardware RAID controller with Min 1GB cache with capacitor-based backup or battery backup unit and should support RAID 0, 1, 1+0 & 5 | | |
| Network controller & HBA card | The server should offer Min. 4 x 10G Ethernet & 2 x1G Ethernet for Mgmt./Console | | |
| PCI slots | Min. 3 PCIe 3.0 slot | | |
| I/O interface | Min. 2 USB 3.0 port, Min. 1 I/O port | | |
| Graphics | Integrated Video Controller , Video modes up to 1920 x 1200, min. 16MB video memory | | |
| Remote Management | System remote management should support browser based graphical remote console and virtual power button | | |
| | Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser | | |
| | Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication | | |
| | Should be possible to remotely manage server | | |
| | Server should support access rights for administrators | | |
| | Server should support agentless management using out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates | | |

| | | | |
|---------------------------------------|--|--|--|
| | The server should support features which monitors and records changes in the server hardware and system configuration | | |
| Server Management | The system management software should provide role based security | | |
| | The server management software should be of the OEM makes as of the server supplier | | |
| | Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes | | |
| | Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components | | |
| | Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. | | |
| | Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts | | |
| | Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices | | |
| | Should support the reports to be saved in HTMS,CSV or XML format | | |
| Security | Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI | | |
| Compliance | Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant , TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 4.0 or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), Triple Data Encryption Standard (3DES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent | | |
| Operating System Certification | Microsoft Windows server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), VMWare ESX 6.7 or above | | |
| Power Cord | Male & Female Type Power Cord | | |

| Type C- No of Server Required - 1 | | | |
|--|---|--|-------------------------|
| Required Minimum Specifications "Rack Server" | | OEM's/Vendor compliance (Yes / No) | OEM's/Vendor remarks |
| Hardware | Make & Model of Server – _____ | | |
| Software/OS | Window Server 2022 Latest edition/service pack | | |
| Form Factor | Rack mountable with rack mount kit and rails 1U Rack Mountable | | |
| CPU | Latest Generation Intel Silver Series Family Processors | | |
| CPU Frequency | <i>Min. Base Frequency As per availability with CPU specification</i> | | |
| Cores | <i>Min 16 Cores</i> | | |
| No. of CPU | Min. 1 (One) scalable to Max. 2 (Two) | | |
| CPU Expandability | Capable to accommodate 2 processor | | |
| Chipset | Latest server class compatibility chipset | | |
| Cache | <i>As per availability with CPU specification</i> | | |
| Memory | <i>128 GB DDR5 or higher</i> | | |
| Memory Expandability | Expandable to Min. 2 TB | | |
| Memory slot | Min. 12 DIMM slots per CPU | | |
| SSD OS | <i>Min 600 GB x2 - Hot-plug SSD</i> | | |
| SSD STORAGE | Min 3.6TB SSD | | |
| SSD Expandability | Expandable to min 3.6TB SSD | | |
| SSD slot | Min. 2 Hot-plug SSD drive bays | | |
| Storage controller | Integrated PCIe 3.0-based hardware RAID controller with Min 1GB cache with capacitor-based backup or battery backup unit and should support RAID 0, 1, 1+0 & 5 | | |
| Network controller & HBA card | The server should offer Min. 4 x 10G Ethernet & 2 x1G Ethernet for Mgmt./Console | | |
| PCI slots | Min. 3 PCIe 3.0 slot | | |
| I/O interface | Min. 2 USB 3.0 port, Min. 1 I/O port | | |
| Graphics | Integrated Video Controller , Video modes up to 1920 x 1200, min. 16MB video memory | | |
| Remote Management | System remote management should support browser based graphical remote console and virtual power button | | |
| | Should be possible to manage servers and get access to critical information about the health of the server from any remote location with just the help of a standard web browser | | |
| | Remote boot using USB / CD / DVD drive and should be capable to offer upgrade of software and patches from a remote client using Media/ Image / Folder server power capping and historical reporting should have support for authentication | | |
| | Should be possible to remotely manage server | | |
| | Server should support access rights for administrators | | |

| | | | |
|---------------------------------------|--|--|--|
| | Server should support agentless management using out-of-band remote management port instead of OS and SNMP port in the OS. This will enable zero downtime updates | | |
| | The server should support features which monitors and records changes in the server hardware and system configuration | | |
| Server Management | The system management software should provide role based security | | |
| | The server management software should be of the OEM makes as of the server supplier | | |
| | Should support scheduled execution of OS Commands, batch files, scripts and command line apps on the remote nodes | | |
| | Should help to proactively identify out-of-date BIOS, drivers and server management agents and enable the remote update of system software/firmware components | | |
| | Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. | | |
| | Should support automatic event handling that allows configuring policies to notify failures via email or SMS gateway or automatic execution of scripts | | |
| | Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices | | |
| | Should support the reports to be saved in HTMS,CSV or XML format | | |
| Security | Boot password, Power-on password, serial interface control, Administrator's password, TPM 2.0, UEFI | | |
| Compliance | Microsoft Logo certifications, USB 3.0 support, IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed), PCIe 3.0 Compliant , TPM 2.0 support, SSL 2.0, Active Directory v1.0, ACPI 4.0 or above compliant, IPMI 2.0, Secure Digital 2.0, Advanced Encryption Standard (AES), Triple Data Encryption Standard (3DES), SNMP, ASHRAE A3, DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH) or equivalent | | |
| Operating System Certification | Microsoft Windows server, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES), VMWare ESX 6.7 or above | | |
| Power Cord | Male & Female Type Power Cord | | |



| Annexure 14- Credential Strengths | |
|--|--|
| 1 | Should have experience in having the similar area of Scope |

Each Bidder having credentials as stated in Technical Evaluation process will get marks as given below in the table:

| # | Number of relevant credentials | Mauritius |
|---|--------------------------------|-----------|
| 1 | 1 relevant credential OR | 8 marks |
| 2 | 2 relevant credential OR | 15 marks |
| 3 | 3 more relevant credentials | 20 marks |

Note:

- a. Proposed application implementation experience need not be in the current product version proposed
- b. Each credential letter will be used for scoring only once for Technical Evaluation process
- c. Credentials for under implementation projects will not be considered.

Appendix-15

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|--|
| <p>Commercial Price Bid for Server Specification mention in Annexure 13</p> |
|--|

The indicative Price 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: Make/Model:Type A/B/C _____

Tabel A

| Sr. No. | Item | Quantity (A) | Rate per item (excl taxes) - (B) | Total Cost in MUR. A * B |
|---------|---|----------------------------------|----------------------------------|--------------------------|
| 1. | Servers With 3 Year Comprehensive Warranty | Type A=2 Type B=4 Type B=1 | | |
| 2 | Servers With 5 Year Comprehensive Warranty | | | |
| | | | Total Cost Table A | |

*Backup of data from existing servers and restore on new Servers

Name of the Bidder: Make/Model: _____

Tabel B

| Sr. No. | Item | Quantity A | Rate per item (excl taxes) - (B) | Total Cost in MUR. A * B |
|---------|---|----------------------------------|----------------------------------|--------------------------|
| 1. | Servers With 3 Year Comprehensive Warranty | Type A=2 Type B=4 Type B=1 | | |
| 2 | Servers With 5 Year Comprehensive Warranty | | | |
| | | | Total Cost Table B | |

*Backup of data from existing servers and restore on new Servers

Table C

| Sr. No. | Item | Total Cost in MUR |
|---------|------------------------------|-------------------|
| 1. | Total Cost Table A + Table B | |
| 2 | Buy Back for 7 Servers | |

**In case Bidder have quoted only 1 Make and model then same value of Table 1 will be considered in table 2 and Total Cost of Project will be arrived in Table C*

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