

**Request for proposal for  
'Empanelment of Agencies for Supply of IT Manpower'**

**RFP NO: CO: BFSL / SYS RFP/ 2019-20/07 dated 29.11.2019**

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**BOB Financial**  
— Credit reimagined —

**BOB Financial Solutions Limited  
(Formerly known as BOBCARDS Limited)**

**BOB FINANCIAL SOLUTIONS LTD.  
3rd Floor, Hallmark Business Plaza,  
Kalanagar, Bandra East,  
Mumbai – 400 051**

## Invitation for Request for Proposal

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BOB Financial Solutions Limited (BFSL) invites sealed Request for Proposal (RFP) (eligibility cum technical offer separately) from reputed agencies for Supply of IT Manpower to cater IT manpower requirement on Time & Material basis during the course various projects/routine operations for BFSL.

### Important Dates:

Date of availability of RFP on website of the Company	<b>29<sup>th</sup> Nov 2019</b>
Last date of submission of Queries for Pre-Bid Meeting	<b>04<sup>th</sup> Dec 2019</b> Email : <a href="mailto:rfp@bobfinancial.com">rfp@bobfinancial.com</a>
Pre-bid Meeting	<b>6<sup>th</sup> Dec 2019</b> at 3:00 pm at below mentioned address
Date, time and address for submission of the bids	<b>20<sup>th</sup> Dec 2019</b> 3:00 pm Address: BOB FINANCIAL SOLUTIONS LTD., 3rd Floor, Hallmark Business Plaza, Kalanagar, Bandra East, Mumbai – 400 051.
Date & time for opening of bids	<b>20<sup>th</sup> Dec 2019</b> 4:00 pm

Bid document cost (non-refundable) ----- INR 5000/-

The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website [www.bobfinancial.com](http://www.bobfinancial.com) for any changes / addendums to the above dates and/or any other changes to this RFP. Bidders to confirm with Company the time & venue -1- day prior to any of the above scheduled event.

Eligibility cum Technical bids will be opened, in the presence of the bidder's representatives who choose to attend the opening of technical bid. No separate communication shall be sent in this regard. Subsequently, the company will evaluate the Technical Bids and the bidders shall be suitably intimated about their Technical bid after evaluation.

## RFP Terminology

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Definitions – Throughout this RFP, unless inconsistent with the subject matter or content.

- ❖ “Company” means BOB Financial Solutions Limited, also BFSL.
- ❖ “Bidder”/ “Service Provider”/ “Vendor”/ “Agency” means respondent to this RFP document
- ❖ “RFP” means this Request for Proposal (this document) in its entirety, inclusive of any addenda that may be issued by BOB Financial Solutions Limited.
- ❖ Words “Selected Bidder” means the applicants who are declared successful after completion of the entire process of evaluation as defined under this RFP.
- ❖ “Testing services” – means all services, scope of work and deliverables to be provided by the Bidder as described in the RFP
- ❖ “SLA” means Service Level Agreement
- ❖ “NDA” means Non-Disclosure Agreement

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### ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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## 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. BOB Financial Solutions Limited expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders shall be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Company in the event that such a circumstance is brought to the notice of the Company. By downloading/purchasing the document, the interested party is subject to confidentiality clauses.*

## TABLE OF CONTENTS:

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Sr. No.	Sections	Contents	Page No.
1	Section 1	Background & Purpose, Introduction & Disclaimer	3
2	Section 2	Lodgment of RFP	5
3	Section 3	Scope of Work	8
4	Section 4	General Terms	22
5	Section 5	Erasures & Alterations	23
6	Section 6	Tenure of Empanelment	23
7	Section 7	Performance Guarantee	23
8	Section 8	Adherence to General Terms and Conditions	23
9	Annexure A	Eligibility Criteria	31
10	Annexure B	Technical Evaluation	33
11	Annexure C	Commercial Bid	36
12	Annexure D	Covering Letter	38
13	Annexure E	Letter of Undertaking / Compliance Certificate	41
14	Annexure F	Pro forma for Bank Guarantee	42
15	Annexure G	Pre- Integrity Pact	45

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### RFP- Empanelment of Agencies for Supply of IT Manpower

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## SECTION 1: BACKGROUND AND PURPOSE

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Established in the year 1994, BOB FINANCIAL SOLUTIONS LIMITED (formerly known as 'Bobcards Limited'), a wholly owned subsidiary of Bank of Baroda Limited, incorporated under the Companies Act, 1956, having CIN U65990MH1994GOI081616 and also registered as a Non-Banking Financial Institution with the Reserve Bank of India vide Registration No. 13.01305 with its registered office at 2nd Floor, Baroda House, Behind Dewan Centre, S.V. Road, Jogeshwari (West) Mumbai – 400 102 and corporate office at 3rd Floor, Hallmark Business Plaza, Near Gurunanak Hospital, Kalanagar, Bandra (East), Mumbai- 400 051(herein after referred to as a "Company" or "BOB Financial Solutions Ltd" or "BFSL".)

The company has a network of 38 area offices spread throughout the country as on date. The Company is involved in both cards Issuing and Acquiring Business. The Company is involved in various financial services like credit cards issuance and operations and merchant acquiring business.

The Company seeks to empanel competent reputed Agencies for Supply of IT Manpower Quality Assurance Services Agencies to cater IT manpower requirement on Time & Material basis during the course various projects/routine operations for BFSL.

### 1.1 Introduction

This request for proposal document ("RFP document" or RFP) has been prepared solely for the purpose of enabling BFSL ("Company") to empanel IT Manpower Agencies as per requirements of the company.

The RFP is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the solution. The provision of the solution is subject to appropriate documentation being agreed between the Company and the eventual successful bidders.

### 1.2 Information Provided

This document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all 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 Company in relation to the solutions. Neither the Company nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

### 1.3 For Respondents Only

The RFP is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization/PSU/ Limited /Private Limited Company, partnership firm or/and an Autonomous Institution.

### 1.4 Disclaimer

- i. Subject to any law to the contrary, and to the maximum extent permitted by law, the Company and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Company or any of its officers, employees, contractors, agents, or advisers.

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### *RFP- Empanelment of Agencies for Supply of IT Manpower*

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- ii. The Company and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.
- iii. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of The Company, is subject to the terms and conditions set out in this RFP.
- iv. This RFP is not an offer by the Company, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized official(s) of the Company with the selected Bidder.
- v. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- vi. The company its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

### **1.5 Costs Borne by Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, etc. and providing any additional information required by the Company, shall be borne entirely and exclusively by the Respondent.

### **1.6 No Legal Relationship**

No binding legal relationship shall exist between any of the Respondents and the Company until execution of a contract.

### **1.7 Recipients' Obligation to Inform Itself**

It is the Recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the RFP and the meaning and impact of that information. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

## 1.8 Evaluations of Offers

Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP. The issuance of RFP is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP that it has not relied on any idea, information, statement, representation, or warranty given in this RFP.

## 1.9 Errors and Omissions

Each Recipient should notify the Company of any error, omission, or discrepancy found in this RFP document. Notification should be made to the address found in bid related details

## 1.10 Acceptance of Terms

Recipient shall, by responding to the Company with a submission, be deemed to have accepted the terms of this document in totality without any condition whatsoever.

## 1.11 Liabilities of the Company

This RFP is not an offer by the Company, but an invitation for Vendor responses. No contractual obligation on behalf of the Company whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Company and the Vendors.

## 1.12 Bid integrity:

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that company may take. All the submissions, including any accompanying documents, will become property of the Company.

## SECTION 2: LODGEMENT OF RFP

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Technical bid should comprise of one hard copy and one soft copy (Word format). Hard copy of technical bid should be a complete document and placed in a sealed envelope super-scribed as “**TECHNICAL BID**”. The soft copy of the technical bid should be submitted on a Pen drive sealed in an envelope marked as “**SOFT COPY OF TECHNICAL BID**”. These two sealed envelopes should be placed in a single sealed envelope super scribed as “**TECHNICAL BID FOR SUPPLY OF IT MANPOWER - NAME OF THE BIDDING COMPANY**”.

The technical bid should consist of the following:

- i. A letter on bidder’s letterhead mentioning:
  - a. Details of technical competence and experience of the bidder
  - b. Certifying that the period of validity of the bid is 180 days from the target date of bid submission.
  - c. Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure A**.
  - d. Supporting Documents for Technical Evaluation mentioned in **Annexure B**.
- ii. Bidder’s information as per **Annexure D** on bidder’s letter head.
- iii. Letter of Undertaking as per **Annexure E** on bidder’s letter head.
- iv. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

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### ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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- v. Response to all points of the Technical evaluation format as per Annexures enclosed.

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

The document should be addressed to:

**AVP- Procurement**  
**BOB FINANCIAL SOLUTIONS LTD.**  
**3rd Floor, Hallmark Business Plaza,**  
**Kalanagar, Bandra East,**  
**Mumbai – 400 051**

The sealed bid envelope should be delivered at the above address. **Bids submitted anywhere else would be liable for rejection.**

All the pages of the proposals are to be numbered and be signed by authorized signatory on behalf of the Bidder. The number should be a unique running serial number across the entire document in Page X of Y format, where X is the current page no. and Y is the total no. of pages.

Please note that in following cases, the Company, in its absolute discretion may reject the bids received from the bidder:

- a. Submission of Bid after the Time stipulated in this RFP Document.
- b. Misleading/incomplete information/submission of improper/incomplete documentation.
- c. Bid submission without bidders name
- d. Envelopes are not in order as directed in this document

In the following circumstances, the Company will have discretion to reject the entire bid or accept the bid with some conditions stipulated by the Company.

#### **Related Parties -**

In the following circumstances, the Company will have discretion to reject the Proposal / response or accept the Proposal/ response with some conditions stipulated by the Company :-

- Proposal/Response submitted by holding company and its subsidiary
- Proposal/Responses submitted by two or more companies having common director/s
- Proposal/ Responses submitted by two or more partnership firms / LLPs having common partners
- Proposal/Responses submitted by two or more companies having the same group of promoters/management
- Any other proposal/response in the sole discretion of the Company is in the nature of multiple bids.

Faxed or emailed copies of any submission are **not acceptable** and shall be rejected by the Company. Only one bid shall be accepted from one vendor. In case vendor is submitting more than one bid all the bids submitted by the vendor shall be disqualified.

#### **2.1 Registration of RFP Submission**

Upon the receipt of a submission, the Company shall register the RFP response. **Incomplete or partial or faulty submissions shall be rejected forthwith.** All submissions, including any accompanying documents, shall become the property of the Company. Hence, submission of response to the RFP shall be deemed as Respondents' license, and grant all rights to the Company to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

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#### ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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### **2.1.1 Late RFP Submission**

Timely submission of responses is strongly encouraged and recommended. Tender submissions after the lodgment deadline shall be documented by the Company and may be considered and evaluated/rejected at the absolute discretion of the Company. However, the Company has no obligation to accept or act on any reason for a late Tender response.

The Company has no liability to any Respondent who lodges a late tender submission for any reason whatsoever including tender responses taken to be late only because of another condition of responding.

### **2.1.2 RFP Submission Validity Period**

RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date. The Company shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder/s for future requirement after expiry of current assignment period. In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of period of validity.

### **2.2 Requests for Information / Clarifications**

Respondents are required to direct all communications related to this RFP to [rfp@bobfinancial.com](mailto:rfp@bobfinancial.com)

The Company, may, in its absolute discretion 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.

The Company is not bound to reply to the queries not pertaining to this RFP. Replies shall be at Company's discretion. Company's replies shall be final and acceptable to all bidders.

### **2.3 Company's Right to Accept Any Bid and to Reject Any or All Bids:**

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

The Company shall notify Respondents in writing (as soon as practicable) if the Respondent's submission has been rejected. The Company is not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated to the bidders after opening the technical bids for vendor empanelment. No separate communication will be issued by the Company.

### **2.4 Language of Tender**

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

### **2.5 Eligibility Criteria:**

Interested Bidders, who are providing solution as explained in Annexure A and meeting the Eligibility Criteria may respond to this RFP.

The Bidder needs to comply with all the eligibility criteria to be evaluated for Technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The bidder should enclose proof in support of all eligibility criteria while submitting the Bid Proposal, failing which the Bid Proposal will not be

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### ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credentials should be appropriately bound, labeled and segregated in the respective areas.

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

The Company may, at its own discretion relax one or more of the conditions for the vendors who have already provided similar services to another Company.

## 2.6 Commercial Bid

The bidders are required to submit their Commercial Bid in prescribed format as per Annexure-C. Commercial Bids of only those bidders will be opened who are technically qualified.

## SECTION 3: SCOPE OF WORK:

- BFSL is seeking proposal for resource augmentation in the area of technology development, project implementation, monitoring, management, supervision, capacity building, or a combination of any or all of these.
- For professional expertise in fulfilling the aforementioned roles/responsibilities in the most time & cost-effective manner, BFSL intends to hire expert manpower to be part of BFSL Technology team. For this purpose, BFSL wishes to empanel manpower agencies. Eligibility criteria & terms of empanelment are detailed in this RFP.
- For each resource BFSL wishes to hire, it will seek resumes from all the empanelled agencies and will interview the candidates for suitability before on-boarding. Alternatively, BFSL may also invite technical-cum-financial proposals for specific projects or tasks. Agencies shall submit their detailed proposals which shall include the positions/designations of proposed resources in line with this RFP as per need of the project or task. The proposals shall be evaluated by BFSL and work awarded accordingly.
- Domain wise tentative requirement of resources is as under:

S. No.	Category	Role	Sub-Role	Experience	Qualification	Skill-Set
1	PL/SQL DEV	Developer	L1	Junior (exp. 2-5 years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	Oracle, SQL Query, Stored Procedure, DML Statement development and execution, ETL activities
2	PL/SQL DEV	Developer	L2	Senior ( Exp. 5+ years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	Oracle, SQL Query, Stored Procedure, DML Statement development and execution, ETL activities

### ***RFP- Empanelment of Agencies for Supply of IT Manpower***

3	.NET DEV	Developer	L1	Junior (exp. 2-5 years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	.Net, ASP, Entity Framework, SQL, My SQL
4	.NET DEV	Developer	L2	Senior ( Exp. 5+ years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	.Net, ASP, Entity Framework, SQL, My SQL
5	Project Manager	Manager	Project	Senior ( Exp. 5+ years)	graduation degree in Science / Engineering/ IT or Computer Science from a recognized University. PMP certified, AGILE certification and other project management certifications will be preferred	1. PMO AGILE/Waterfall 2. Project Management
6	Project Manager	Sr. Manager	Project	SME ( Exp. 8+ years)	graduation degree in Science / Engineering/ IT or Computer Science from a recognized University. PMP certified, AGILE certification and other project management certifications will be preferred	1. PMO AGILE/Waterfall 2. Project Management
7	Business Analyst	Analyst	Analyst	Senior ( Exp. 5+ years)	graduation degree in Science / Engineering/ IT or Computer Science from a recognized University. Project management certifications will be preferred	Credit Cards/Loan Origination and Management

**RFP- Empanelment of Agencies for Supply of IT Manpower**

8	Business Analyst, Sr	Analyst	Analyst	SME ( Exp. 8+ years)	graduation degree in Science / Engineering/ IT or Computer Science from a recognized University. Project management certifications will be preferred	Credit Cards/Loan Origination and Management
9	Database Admin	DBA	L1	Junior (exp. 2-5 years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	Data Base Administration (DBA), Golden Gate Admin,RAC,Microsoft SQL Server DBA, Oracle 10g and 12c and other DBMS/ RDBMS technologies
10	Database Admin	DBA	L2	Junior (exp. 5+ years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	Data Base Administration (DBA), Golden Gate Admin,RAC,Microsoft SQL Server DBA, Oracle 10g and 12c and other DBMS/ RDBMS technologies
11	Middleware Admin	Admin	L1	Junior (exp. 2-5 years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	Weblogic/OHS/Tuxedo, IIS administration, Knowledge of Oracle, SQL suite of products
12	Middleware Admin	Admin	L2	Senior (exp. 5+ years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	Weblogic/OHS/Tuxedo, IIS administration, Knowledge of Oracle, SQL suite of products

**RFP- Empanelment of Agencies for Supply of IT Manpower**

13	Network Engineer	Admin	L1	Junior (exp. 2-5 years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	Port Administration/Maintenance, Firewalls, switches, ports, hubs, routers, System & network configuration, knowledge of - IP addressing and networking protocols like IPv4 and IPv6, various Networking Services such as directories, files, distributed applications, email, HTTP, FTP, DNS and some other common services, ISP/Communication Providers and Virtual Private Networks (VPNs). Expertise in Application Security Domain and Web Application Firewall Management
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**RFP- Empanelment of Agencies for Supply of IT Manpower**

14	Network Engineer	Admin	L2	Senior (exp. 5+ years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	Port Administration/Maintenance, Firewalls, switches, ports, hubs, routers, System & network configuration, knowledge of - IP addressing and networking protocols like IPv4 and IPv6, various Networking Services such as directories, files, distributed applications, email, HTTP, FTP, DNS and some other common services, ISP/Communication Providers and Virtual Private Networks (VPNs). Expertise in Application Security Domain and Web Application Firewall Management
15	Developer, RPA technologies	Developer	L1	Junior (exp. 2-5 years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	UI Path, Robotics Process Automation

**RFP- Empanelment of Agencies for Supply of IT Manpower**

16	Service Desk Support	Team Leader	Service Desk	Junior (exp. 3-5 years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred. ITIL Foundation V3/v4 certified	Resource management, Ability to resolve business query, Knowledge of Service Desk operations, ITIL framework. Working knowledge of Call Management tool Sapphire will be preferable, Good knowledge of Office tools (Word, Excel & PPT), Basic knowledge of IT infrastructure, Basic knowledge of Networking, Good communication skills (verbal & writing), Positive attitude towards learning new things
17	Service Desk Support	Service Desk	Service Desk	Junior (exp. 1-3 years)	Graduation degree. Computer science / IT graduates, ITIL Foundation V3/v4 certified / trained	Knowledge of Service Desk operations, ITIL framework. Working knowledge of Call Management tool Sapphire will be preferable, Good knowledge of Office tools (Word, Excel & PPT), Basic knowledge of IT infrastructure, Basic knowledge of Networking, Good communication skills (verbal & writing), Positive attitude towards learning new things

**RFP- Empanelment of Agencies for Supply of IT Manpower**

18	Incident Manager	Analyst	Major Incident	Senior (exp. 5+ years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred. ITIL Foundation V3/v4 certified	<p>*Responsible for day to day mailbox and incident operations. Manages and Own High/Critical incidents part of MIM Process, ensure escalation, restoration are driven per SLAs.</p> <p>*Delivering periodic incident management report and achievement part of delivery. , Manage, responsible for any process or people escalation management, handle accordingly. , Ensuring there are SR resolution and follow-up are delivered as per SLA. , Managing process changes and ensuring the knowledge documents are referred, KT are delivered. , *Managing the Open tickets counts in the queue and ensuring follow-up/updates are carried out accordingly.</p> <p>*Ensuring relevant MIR is reviewed part of Major incident management input for Problem Records, Appropriate tracking, follow-up and closure of RCA with relevant approvals, Escalating any pending PT RCA, discussion part of planned forums. , Publishing the PT reports periodically and track the status.</p> <p>*Ensuring proper handoff is carried out and not more than 5% of mail can be</p>
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**RFP- Empanelment of Agencies for Supply of IT Manpower**

						handover to next shift , Ensuring regular KT and Huddle session are conducted with update communicated , Ensuring Knowledge sharing happens within team/shifts to ensure uniformity in support , Managing the attrition and absenteeism within standards
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**RFP- Empanelment of Agencies for Supply of IT Manpower**

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19	Desktop Engineer	Engineer	L2	Junior (exp. 3-5 years)	Graduation degree. Computer science / IT graduates / post-graduation in IT related fields will be preferred	Addressing user tickets related to hardware, software and networking Walking customers through installing applications and computer peripherals Record technical issues and solutions in logs Direct unresolved issues to the next level of support personnel Follow up with clients to ensure their systems are functional Hands-on experience with Windows Working knowledge of office automation products (printers, scanners, projector etc) Knowledge of LAN, WAN, Wifi and anti-virus programs Knowledge of O365, Ms Office software
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**RFP- Empanelment of Agencies for Supply of IT Manpower**

20	Desktop Engineer	Engineer	L1	Junior (exp. 1-2 years)	Graduation degree. Computer science / IT graduates	<p>Addressing user tickets related to hardware, software and networking</p> <p>Walking customers through installing applications and computer peripherals</p> <p>Record technical issues and solutions in logs</p> <p>Direct unresolved issues to the next level of support personnel</p> <p>Follow up with clients to ensure their systems are functional</p> <p>Hands-on experience with Windows</p> <p>Working knowledge of office automation products (printers, scanners, projector etc)</p> <p>Basic knowledge of LAN, WAN, Wifi and anti-virus programs</p> <p>BASic Knowledge of O365, Ms Office software</p>
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**RFP- Empanelment of Agencies for Supply of IT Manpower**

21	Release Management	Engineer	L1	Junior (exp. 3-5 years)	Graduation degree. Computer science / IT graduates	<p>Plan release windows and cycles across a portfolio</p> <p>Manage risks and resolves issues that affect release scope, schedule and quality</p> <p>Monitor progress to ensure application releases are delivered on time to meet or exceed expectations</p> <p>Coordinate release content and effort based on the service request backlog, pending service requests, third party applications, or operating system updates</p> <p>Communicate all key project plans, commitments, and changes including requirements, QA plans, schedule, and scope changes</p> <p>Manage relationships and coordinate work between different domain teams across organization.</p> <p>Conduct Release Readiness reviews, Milestone Reviews, and Business Go/No-Go reviews</p> <p>Produce Deployment, Run Books and Implementation Plans</p> <p>Weekly Release Reporting</p> <p>Communicate release details and schedules to BFSL IT as required</p> <p>Plan and manage all release activities</p> <p>Continually work towards making improvements in the release process</p>
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**RFP- Empanelment of Agencies for Supply of IT Manpower**

22	O365 Admin	Admin	L2	Junior (exp. 3-5 years)	Graduation degree. Computer science / IT graduates	<p>knowledge champion, s/he is the focal point for communications, coordination and overall adherence to the Microsoft Office 365 knowledge management program Administration</p> <p>Understanding on Exchange Online Skype for Business Active Directory and Active Directory Federation Services ADFS Directory Synchronization.</p> <p>Hands on experience with Office 365</p> <p>Monitoring and mail box management</p> <p>Assist with resolving client connectivity issues</p> <p>Mailbox archiving</p> <p>Mailbox scanning and warning service quota etc</p> <p>Managing eMail aliases distribution lists public folders Manage eMail and calendar delegations sharing</p> <p>Administration of Skype for Business Online Reporting Service utilization and performance reports</p> <p>User id management</p>
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**RFP- Empanelment of Agencies for Supply of IT Manpower**

23	Network Security	Admin	L1	Junior (exp. 2-5 years)	Diploma/Graduate/Degree/ Bsc.IT BCA	Identifying, monitoring, and defining the requirements of the overall security of the system Maintaining firewalls, virtual private networks, web protocols, and email security Reporting the security analysis and monitoring findings
24	Apache tomcat	Admin	L1	Junior (exp. 2-5 years)	Diploma/Graduate/Degree/ Bsc.IT BCA	Knowledge on WAS Tomcat technologies Support and automate applications, modules and applications. Installation and configuring of Apache Tomcat and Apache Webservers.
25	Unix/linux	Admin	L1	Junior (exp. 2-5 years)	Diploma/Graduate/Degree/ Bsc.IT BCA	Unix/Linux/Rhel/Cent OS Management. Identify performnace issues. User Management. Perfom patching of OS. Troubleshoot. Disk Administration with LVM Suite.Good remote infrastructure troubleshooting skills

**RFP- Empanelment of Agencies for Supply of IT Manpower**

26	Network Security	Admin	L2	Senior ( Exp. +5 years)	Diploma/Graduate/Degree/ Bsc.IT BCA	Configuring and implementing intrusion detection systems and firewalls Manage the Network Operation of data center. Deep Skill on Network Routing and Switching, security operations - IDS,IPS,Firewall, load balancer3 Manage the SLA and KPI of the network and security operation.
27	Apache tomcat	Admin	L2	Senior ( Exp. +5 years)	Diploma/Graduate/Degree/ Bsc.IT BCA	Knowledge on WAS Tomcat technologies Support and automate applications, modules and applications. Installation and configuring of Apache Tomcat and Apache Webservers.

- The above requirement is tentative, actual hiring would be purely on need basis. However the above requirement would be considered for evaluation of Technical and commercial bid.
- Additional resources may be hired from time-to-time depending upon requirement at the quoted rates as per provisions of this RFP.
- BFSL invites bids in the prescribed form from reputed and experienced agencies which have a proven track record of providing services as described herein.

**RFP- Empanelment of Agencies for Supply of IT Manpower**

## SECTION 4: GENERAL TERMS

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### 4.1 Evaluation process

The competitive bids shall be submitted for technical evaluation:

- Eligibility and Technical bid evaluation in response to RFP (this document)

### 4.2 Clarifications & Amendments

If deemed necessary the Company may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

The Bidder requiring any clarification of the bidding documents should submit written queries on or before the stipulated date on [rfp@bobfinancial.com](mailto:rfp@bobfinancial.com)

### 4.3 Stages of technical evaluation

In brief, the various stages of technical evaluation, are as under:

1. Full matching of the eligibility criteria as per Annexure A.
2. Arriving at the final score on technical proposal as per Annexure B, of the shortlisted bidders after evaluation by the Company's selection committee.

The Company at its discretion may empanel minimum 2 and maximum 4 vendors of expertise in different technologies (based on their scoring) who have been technically qualified.

### 4.4 Price Negotiations with the Selected Bidder

The Company retains the right to negotiate the commercials with empaneled vendors which is done after calling for commercials from empaneled vendors, pursuant to signing of Empanelment Agreement and issuance of Terms of Reference outlined to arrive at a reasonable remuneration before awarding the assignments.

### 4.5 Price Bids

The bidders are required to submit their Commercial Bid in prescribed format as per Annexure-C. Commercial Bids of only those bidders will be opened who are technically qualified.

When commercials are called for from the empanelled bidders, the empanelled bidders are required to quote in Indian Rupees (INR). Bids in currencies other than INR would not be considered.

The prices quoted by the bidder shall be exclusive of applicable taxes and inclusive of out of pocket expenses, if any incurred by the bidder. There will be no price escalation during the term of the specific project, unless the scope of work undergoes a change basis mutual agreement.

Terms of payment will be indicated in the Empanelment Agreement/ Terms of Reference that will be entered into by the Company with the empanelled bidders and will be final and binding on the bidders. No interest will be payable by the Company on outstanding amounts under any circumstances. Bidder should ensure that the project meets the specified timelines.

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### *RFP- Empanelment of Agencies for Supply of IT Manpower*

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## SECTION 5: ERASURES AND ALTERATIONS

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Technical details must be completely filled up and corrections/ alterations, if any, should be authenticated.

There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as “OK”, “accepted”, “noted”, “as given in brochure” are not acceptable to the Company. Offers not adhering to these guidelines may be rejected by the Company.

## SECTION 6: TENURE OF EMPANELMENT

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The shortlisted bidders will be empaneled for a period of 3 years initially and may be extended with same terms and condition on mutual agreed terms. However, the empanelment agreement with any or all empaneled bidder/s may be cancelled, at the discretion of the Company, by providing one month’s notice. This is not a deterrent for the Company to work with other companies/ staffing agencies, as deemed fit, without assigning any reasons therefor.

## SECTION 7: PERFORMANCE GUARANTEE

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The Service Provider has to furnish a performance guarantee for an amount of Rs. Five lakhs only (INR 5, 00,000 only) by way of Bank Guarantee (Annexure F– Pro forma for Bank Guarantee) issued in favor of “BOB Financial Solutions Ltd.” valid for a period of 3 years 06 months within 45 days from the date of Purchase Order.

The performance guarantee is required to protect the interest of BFSL against the risk of non-performance of Service Provider in respect of providing requisite resources time to time or breach of any terms and conditions of the Agreement, which may warrant invoking of performance guarantee. BFSL also reserves the right to invoke the performance guarantee, if any act of Service Provider results in imposition of liquidated damages.

If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement or respective Purchase Order(s) and performance of the Services, the Service Provider shall promptly notify the BFSL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider’s notice, BFSL shall evaluate the situation and may at its discretion extend the Service Provider’s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement or respective Purchase Order(s).

Performance of the obligations under the Agreement or respective Purchase Order(s) shall be made by the Service Provider in accordance with the time schedule specified in this Agreement or respective Purchase Order(s).

## SECTION 8: ADHERENCE TO GENERAL TERMS AND CONDITIONS

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

### 8.1 Execution of Agreement NDA

#### *RFP- Empanelment of Agencies for Supply of IT Manpower*

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The successful bidder shall execute **(a)** Empanelment Agreement/ Memorandum of Understanding, which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Company; and **(b)** Non-disclosure Agreement (NDA). The costs and expenditure should be borne by the bidder. The Bidder shall execute the Empanelment Agreement and NDA within one month from the date of intimation of empanelment. The contract shall be executed by the authorized signatory of the Bidder. A power of attorney/Board Resolution to that effect shall be submitted by the successful bidders.

## **8.2 BFSL Reserves the Right to:**

1. Reject any and all responses received in response to the RFP
2. Waive/Change any formalities, irregularities, or inconsistencies in proposal format delivery
3. Extend the time for submission of all proposals
4. BFSL will Empanel minimum 2 bidders maximum 4 bidders, subject to their respective technical scores
5. Use information/clarifications provided in response to RFP in any form, for evaluation purpose
6. Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
7. Change the time schedule of the RFP for inviting the bids or evaluation thereof
8. Modify the quantity or any specifications related to eligibility or technical requirements

## **8.3 Professionalism**

The bidder should provide professional, objective and impartial advice at all times, hold Company's interests paramount and observe highest standard of ethics while executing the assignment.

## **8.4 Adherence to Standards and compliance of laws**

The bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that it has complied all required legal compliances and has the necessary permission/ licenses to do the job.

The Bidder will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of contract if discrepancies/ violations are observed.

The Company reserves the right to ascertain information from the companies and other institutions to which the bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of bidder selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

## **8.5 Expenses**

It may be noted that the Company shall not pay any amount/expenses/charges/fees/travelling expenses/boarding/lodging expenses/conveyance expenses/out of pocket expenses etc. other than the fees as per the final price of the successful bidder mentioned in the commercial bid.

## **8.6 Liquidated Damages Clause:**

The successful bidder shall be liable to pay penalty fixed, per week or part thereof for delay and not adhering to the time schedules of the Contract ( Agreement, MOU/LOI / etc) which is as under

### ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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SNo.	Description	Liquidated Damages/Penalties
1	The Bidder shall provide acknowledgement within 2 days from receipt of PO.	0.05% of PO Value for delay of per day or part thereof in providing acknowledgement subject to maximum upto 0.30%
2	The Bidder shall provide PO acceptance within 5 days from date of receipt of PO.	0.25% of PO Value for delay of per day or part thereof in providing acceptance subject to maximum upto 1.5%
3	The Bidder shall provide detailed CV specifying the professional experience of minimum of twice the number of resources required per category as per the PO within 15 days from the date of receipt of PO.	0.35% of PO Value for delay of per day or part thereof in providing any or all CVs subject to maximum upto 1.8%
4	The resources have to report within 30 days from the date of finalization of the resources by the Company or a later period that may be specified in the PO.	1.00% of PO Value for delay of per day or part thereof in onboarding of any or all resources subject to maximum upto 10.00%
5	Provision of CVs and onboarding of substitute resources in event of resource leaving on between without replacement and knowledge transition.	The Liquidated Damages as mentioned in S.Nos 3 and 4 mentioned above will apply and total price agreed to be paid for resource to be substituted as per the PO only

**RFP- Empanelment of Agencies for Supply of IT Manpower**

		will be considered for calculation of LD.
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If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Company reserves the right either to cancel the contract or to accept performance already made by the selected bidder. In case of termination of contract the Company reserves the right to recover an amount fixed as Liquidated Damages for non-performance in addition to performance guarantee.

If the successful bidder fails to perform its obligation as per this Agreement then the Company reserves the right to get the balance work executed by another service provider as per choice of the Company.

Liquidated Damages is not applicable for reasons attributable to the Company and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Company and Force Majeure. The selected bidder shall submit the proof authenticated by the bidder and Company's official that the delay is attributed to the Company and/or Force Majeure along with the bills requesting payment.

### 8.8 Dispute Resolution

'The Company' and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, 'the Company' and the vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator mutually appointed and the award of the arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at Mumbai. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

### 8.9 Force Majeure

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part 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 beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the vendor shall promptly notify 'the Company' in writing of such condition and the cause thereof. Unless otherwise directed by 'the Company' in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

### 8.10 Consequences of Termination for Default

'The Company', without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.

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## ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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In the event of 'the Company' terminating the Contract in whole or in part, 'the Company' may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to 'the Company' for any excess costs for such similar services.

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), 'the Company' shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by 'the Company', the selected bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as 'the Company' may specify including training, where the successor(s) is a representative/personnel of 'the Company' to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

'The Company' or the successful bidder may terminate the contract in full or in parts by giving a written notice of THREE months to the other party against acknowledgement. The parties shall make full endeavor for a smooth transition/provide all support to the new vendor and other party so as to ensure continued customer service and minimum disruption.

### **8.11 Confidentiality**

This document contains information confidential and proprietary to 'the Company'. Additionally, the vendors shall be exposed by virtue of the contracted activities to the internal business information of 'the Company'. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the vendors, premature termination of the contract, and / or legal action against the vendors for breach of trust.

The vendor (and its employees) shall not, unless 'the Company' gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by 'the Company' (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The vendor, its employees and agents shall not, without prior written consent from the Company, make any use of any document or information given by 'the Company' or its Authorized personnel, except for purposes of performing the contract award. In case of breach, 'the Company' shall take such legal action as it may be advised. The Vendor has to maintain confidentiality even after completion/ termination of the contract.

### **8.12 Indemnity**

The Bidder shall indemnify the Company, and shall always keep indemnified and hold the Company, 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 Company as a result of:

- Company's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- An act or omission, fraud, negligence, breach on part of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement; and/or
- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Company; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP/subsequent Agreement; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the Bidder contained in this RFP; and/or

Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

Any deficiency in the services of selected Bidder.

Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

In the event of successful vender not fulfilling its obligations under this clause within the period specified in the notice issued by the Company, Company 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 agreement and the provisions of this clause shall survive the termination of the RFP and subsequent Agreement.

### **8.13 Limitation of Liability**

- a. The vendor's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.
- b. Vendor's liability in case of claims against 'the Company' resulting from Wilful Misconduct or Gross Negligence of the vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- c. 'The Company' 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 the vendor as part of this Agreement.

In no event shall 'The Company' be liable for any indirect, incidental or consequential damages, under or in connection with or arising out of this Agreement, howsoever such liability may arise.

### **8.14 Governing Law and Disputes**

The Bid and subsequent Contract with the selected Bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Mumbai.

### **8.15 Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with 'The Company', with regard to the obligations under the contract.

## ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with 'The Company'. The bidder shall furnish proof of signature identification for above purposes as required by 'The Company'.

### 8.16 Cancellation of Contract and Compensation

'The Company' reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by 'The Company' on the following circumstances:

1. The bidder goes into liquidation voluntarily or otherwise.
2. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid
3. If the deductions on account of liquidated damages penalty exceeds more than 5% of the total contract price

Further 'the Company' reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by 'the Company' in the event of any of the defaults occur and the same is not rectified within 30 days from the date of receipt of intimation from 'the Company' with respect of occurrence of such default in case of:

1. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
2. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
3. 'The Company' reserves its right to cancel the order if discrepancies/ violations are observed in the various reports provided to the Company as per scope of work.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, 'the Company' reserves the right to get the balance contract executed by another party of its choice by giving three months" notice for the same. In such event, the selected bidder is bound to make good the additional expenditure, which 'the Company' may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

**Part exit clause:** 'The Company' may any time terminate or exit from the agreement for all/some specific services by giving written notice of three months to the Vendor. 'the Company' may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage an bidder identified by the Government/Regulatory/other Statutory body to provide all/select services depending upon the nature of technical independence of the services/module on the proposed solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service/module for subsequent period would not be payable.

### 8.17 Assignment

Neither the contract nor any rights granted under the contract shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the 'The Company'.

If the vendor undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. The agreement executed with the vendor after award of purchase order shall be considered to be assigned to the new entity and such an act shall not affect the rights of the 'The Company' under the executed agreement.

### 8.18 Audit

The Company' reserves the right to conduct an audit/ ongoing audit of the services provided by the Vendor. The Vendor should allow the Reserve Bank of India (RBI) or persons authorized by it or audit bidder/personnel identified by 'The Company' to access 'the Company's documents, records or transaction or any other

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## **RFP- Empanelment of Agencies for Supply of IT Manpower**

information given to, stored or processed by Vendor within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by 'the Company' by one or more officials or employees or other persons duly authorized by 'the Company'.

'The Company' would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in-house team, third party independent auditors or reputed management consultants at specified intervals with prior information to the successful bidder. The bidder to provide unconditional and complete support to carry out the audit and arrange for rectification/updation of the findings as part of the ATS at no cost to the Company.

The external and internal auditors of 'the Company' will be given right to review internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Company.

### **8.19 Information and Secrecy**

The Vendor must provide a written undertaking to the Company to be submitted duly signed on company letter head to comply with the secrecy provision of applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. 'the Company' has right to terminate the services of the Vendor if it fails to comply with the conditions imposed.

### **8.20 No Commitment to accept Lowest or any Offer / Bid**

'the Company' shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Company has the right to reissue tender / bid. The Company reserves the right to make any changes in the terms and conditions of the RFP that will be informed to all the bidders. 'the Company' will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer / bid is rejected. Any decision of 'the Company' in this regard shall be final, conclusive and binding upon the bidder.

### **8.21 No Liability.**

All employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Company 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 bidder.

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

### **8.22 Grievance Redressal**

Any Bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to The Chief Information Officer, at [cio@bobfinancial.com](mailto:cio@bobfinancial.com). It may please be noted that the grievance can be filed by only that Bidder who has participated in proceedings in accordance with the provisions of this RFP.

## ANNEXURE A – ELIGIBILITY CRITERIA

### Bidders Eligibility Criteria :

The purpose of this section is for bidders to provide information to demonstrate to BOB Financial Solutions Limited that its services offering satisfy Company's requirements. The bidder should also demonstrate that it has the financial organisational infrastructure to fulfil the fundamental requirements set out in this RFP. Bidders not meeting the requirements or not demonstrating that they do not meet the eligibility criteria, may not receive further consideration during the evaluation process. A complete listing of the specific bid evaluation criteria is given below (Filling all the details is mandatory) :-

Sr. No.	Basic requirement	Eligibility Criteria	Documents to be submitted (Duly attested)
1.	Legal Entity	The bidder must be an Indian firm/ company/ organisation / JV registered under Companies Act, 1956 or a proprietary firm or a firm registered under Partnership Act, 1932 & Limited Liability Partnership Act, 2008. (Consortium of companies not permitted)	Certificate of Incorporation AND Registration Certificates showing type of firm
2.	Business Turnover	The bidder must have a minimum turnover of Rs.5 crores from the line of business of providing Quality assurance/software testing services during the financial year(s) 2016-17, 2017-18, 2018-19	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for preceding three years.
3.	Net Worth	The bidder should have positive net worth for last 3 financial years	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant specifying net profits.
4.	Business Operation	The bidder must have office in Mumbai and shall be in the business of providing manpower to various establishments for at least 5 years.	Self-declaration on the bidder's letterhead
5.	References	The bidder should have supplied manpower to any 3 of institutions - Public / Private Sector Banks, all-India Financial Institutions, MNCs, large corporates etc	Client References:- 1. 2. 3.
6.	Taxation registration and clearance	The bidder must have following valid certificates :- a) Service Tax Registration Certificate b) Permanent Account Number. c) GST Registration No	Attested copy of all certificates.
7.	Technical Capability	The Bidder should have Relevant Experience and Capabilities in the financial services sector with respect to Quality Assurance Testing, Defect Management with minimum 5 such assignment	Details of work done in financial services sector in last 3 years.
8.	Blacklisting	The Bidder Company should not currently	Self-declaration on Bidders'

### **RFP- Empanelment of Agencies for Supply of IT Manpower**



Sr. No.	Basic requirement	Eligibility Criteria	Documents to be submitted (Duly attested)
		have been blacklisted by any Government Department/ PSU or under a declaration of ineligibility for fraudulent or corrupt practices of inefficient/ ineffective performance.	company letter head
9.	Ownership	The Bidder should not be owned or controlled by any Directors or Employees (or Relatives) of BFSL or Bank of Baroda, both present and those who have retired in the last 5 years	A self-declaration on the bidder's letterhead

Based on the information provided, the company will shortlist vendors/ companies which prima facie come up to its requirement. Preference may be assigned to bidders that utilize their own staff (and do not further outsource/ sub-contract). The criteria detailed above are indicative and BFSL reserves the right to revise them at its discretion.

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

Signature

Seal of Company

(Signature and seal of company to be put on both pages of Annexure A)

## ANNEXURE B – EVALUATION OF TECHNICAL BID

Quality-cum-Cost based (QCBS) method of selection shall be followed.

### Pre-Qualification Criteria & Scoring Matrix

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the bid technically qualifies to the requirements set forth in the RFP. Bids received would be assigned scores based on the parameters defined in the table below:

S.No.	Criteria	Supporting Documentation	Technical Score Matrix	Max Marks
1	<p><b>Turnover from relevant / similar services:</b></p> <p>The bidder should have an annual turnover of at least INR 5 Crores</p>	<ul style="list-style-type: none"> <li>A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder from IT consultancy / IT Advisory service</li> </ul>	<ul style="list-style-type: none"> <li>INR 5 to INR 10 Cr.: 5 Marks</li> <li>Between INR 10 Cr and 20 Cr.: 10 Mark</li> <li>&gt; INR 20 Cr.: 20 Marks</li> </ul>	20 marks
2	<p><b>Relevant experience:</b></p> <p>The bidder should have successfully completed or currently executing at least two similar assignments in financial services organizations in India</p>	<ul style="list-style-type: none"> <li>Copy of Work order and certificate of completion (if applicable)</li> <li>Copy of work order / LOI &amp; self-certificate attested by the authorized signatory of the bidder confirm „in-progress“ status of cited project</li> </ul>	<ul style="list-style-type: none"> <li>0 or 1 qualifying project: 0 Mark</li> <li>2 qualifying project: 5 Marks</li> <li>3 – 5 qualifying projects: 10 Marks</li> <li>6 – 8 qualifying projects : 15 Marks</li> <li>9 – 10 qualifying projects : 20 Marks</li> <li>More than 10 qualifying projects: 30 marks</li> </ul>	30 marks

**RFP- Empanelment of Agencies for Supply of IT Manpower**

6	<b>Qualified Professionals:</b> The Bidder should have at least 50 full-time qualified professionals for IT jobs/ services etc. as on date of submission of the bid..	<ul style="list-style-type: none"> <li>Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp.</li> </ul>	<ul style="list-style-type: none"> <li>Between 50 and 100 resources: 5 Marks</li> <li>100 or above professionals: 10 Marks</li> </ul>	10 marks
7	Profiles of Resources	CV / Bio – data/Resume of proposed resources	Proposed resources and their profile*	40 marks
<b>Total</b>				100 marks

A bidder would need to score minimum technical score of 70 marks to be considered for commercial bid opening process

### **Ranking of Bidders:**

The bidder shall have to score at least 70 marks in Technical Score (St) as per “Scoring Matrix” for being eligible for opening of commercial bid.

The lowest evaluated Commercial Bid shall be awarded the maximum financial score (Sf) of

The financial scores (Sf) of all other bids shall be calculated as follows:

$Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest quote, and “F” the quote of the bid under consideration.

The weights given to the Technical (T) and Commercial (P) Bids shall be: T = 60%, and P = 40%

Bids will be ranked according to their combined technical (St) and financial (Sf) scores using the weights as follows:

$$S = St \times T\% + Sf \times P\%$$

BFSL decision on the scores will be final and binding on all the bidders and no representation in this regard will be entertained.

## **Empanelment and Award of Work:**

The bidder will be ranked as S1, S2, S3 etc. as explained above. An example ranking is mentioned below:

Technical Score (St)	Financial Score (Sf)	St * T (60%)	Sf (on a scale of 100)	Sf * P (40%)	Combined Weighted Score	Ranking
85	86	51	81.39535	32.55814	83.55814	S2
80	70	48	100	40	88	S1
75	81	45	86.41975	34.5679	79.5679	S3

The S1 bidder shall get empaneled automatically. The S2, S3 etc. bidders shall be empaneled subject to their consent to the below methodologies of award of work.

For position-based award of work, following method shall be adopted:

- Candidate resumes shall be sought from all agencies.
- If S1 agency's resource is selected, it shall provide the resource at its own quoted rates.
- If S2 agency's resource is selected, it shall provide the resource at its own quoted rates or the rate of S1, whichever is lower.
- If S3 agency's resource is selected, it shall provide the resource at its own quoted rates or the rate of S1, whichever is lower.

For future requirement, award of work the following method shall be adopted:

- Techno-commercial proposals will be sought from all agencies. Agencies must quote the commercials based on manpower rates quoted by them.
- If S1 agency's proposal is selected, it shall execute the project based on its financial quote.
- If S2 agency's proposal is selected, it shall execute the project based on its financial quote or financial quote of S1, whichever is lower.
- If S3 agency's proposal is selected, it shall execute the project based on its financial quote or financial quote of S1, whichever is lower.

***NB: Information provided by the bidder as mentioned in the table above should be submitted with supporting documents for evaluation.***

## ANNEXURE C – COMMERCIAL BID

The indicative commercial Bid needs to contain the information listed hereunder a sealed envelope bearing the identification – “Price Bid for *RFP- Empanelment of Agencies for Supply of IT Manpower*”.

### Name of the Bidder:

S. No.	Category	Role	Sub- Role	Experience	Rate per month per resource (INR)	Taxes	Total
1	PL/SQL DEV	Developer	L1	Junior (exp. 2-5 years)			
2	PL/SQL DEV	Developer	L2	Senior ( Exp. 5+ years)			
3	.NET DEV	Developer	L1	Junior (exp. 2-5 years)			
4	.NET DEV	Developer	L2	Senior ( Exp. 5+ years)			
5	Project Manager	Manager	Project	Senior ( Exp. 5+ years)			
6	Project Manager	Sr. Manager	Project	SME ( Exp. 8+ years)			
7	Business Analyst	Analyst	Analyst	Senior ( Exp. 5+ years)			
8	Business Analyst, Sr	Analyst	Analyst	SME ( Exp. 8+ years)			
9	Database Admin	DBA	L1	Junior (exp. 2-5 years)			
10	Database Admin	DBA	L2	Junior (exp. 5+ years)			
11	Middleware Admin	Admin	L1	Junior (exp. 2-5 years)			
12	Middleware Admin	Admin	L2	Senior (exp. 5+ years)			
13	Network Engineer	Admin	L1	Junior (exp. 2-5 years)			
14	Network Engineer	Admin	L2	Senior (exp. 5+ years)			
15	Developer, RPA technologies	Developer	L1	Junior (exp. 2-5 years)			
16	Service Desk Support	Team Leader	Service Desk	Junior (exp. 3-5 years)			
17	Service Desk	Service	Service	Junior (exp. 1-3			

### *RFP- Empanelment of Agencies for Supply of IT Manpower*

	Support	Desk	Desk	years)			
18	Incident Manager	Analyst	Major Incident	Senior (exp. 5+ years)			
19	Desktop Engineer	Engineer	L2	Junior (exp. 3-5 years)			
20	Desktop Engineer	Engineer	L1	Junior (exp. 1-2 years)			
21	Release Management	Engineer	L1	Junior (exp. 3-5 years)			
22	O365 Admin	Admin	L2	Junior (exp. 3-5 years)			
23	Network Security	Admin	L1	Junior (exp. 2-5 years)			
24	Apache tomcat	Admin	L1	Junior (exp. 2-5 years)			
25	Unix/linux	Admin	L1	Junior (exp. 2-5 years)			
26	Network Security	Admin	L2	Senior ( Exp. +5 years)			
27	Apache tomcat	Admin	L2	Senior ( Exp. +5 years)			
<b>Total Cost of Ownership for a month</b>							

Signature

Name & Designation of the Authorized Signatory  
(Seal of the firm)

Date :

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**RFP- Empanelment of Agencies for Supply of IT Manpower**

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**ANNEXURE D – COVERING LETTER** (To be submitted on bidder’s company letter head)

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**BOB FINANCIAL SOLUTIONS LTD.**  
3rd Floor, Hallmark Business Plaza,  
Kalanagar, Bandra East,  
Mumbai – 400 051

Dear Sir,

**Sub: Our proposal for RFP NO: CO: BFSL / SYS RFP/ 2019-20/**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the RFP, we hereby enclose our offer for “**Empanelment of Agencies for Supply of IT Manpower**” as required in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter	Response – Specify wherever relevant
Name of the Bidding Company and nature of Business	
Holding company or Parent Company (if any)	
Company address	
Details of Ownership	
Name of the Parent Company (if any)	
Year of commencement of business	
Company website URL	
Names of all the Directors  (Bidder can add more records, if required)	1.
	2.
	3.

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***RFP- Empanelment of Agencies for Supply of IT Manpower***

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Particulars of the Authorized Signatory of the Bidder with contact details :-

- Name
- Designation
- Address
- Phone Number (Landline)
- Mobile Number
- Fax Number
- Email address

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***RFP- Empanelment of Agencies for Supply of IT Manpower***

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Parameter	Response – Specify wherever relevant	
Annual Turnover and Net Profit	Annual Turnover	Net Profit
Year 2014-15		
Year 2015-16		
Year 2016-17		
No. of employees working in:		
Major Change in Management in the last three years.		
Name the Awards/Accolades/Recognition won for the application developed and deployed.		
Names of the BFSI for which similar work had been undertaken		

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 6 months (180 days) from the date of the offer.

We also understand that the Company is not bound to accept the offer either in part or in full and that the Company has the right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

(Name & Designation of the Authorized Signatory) \_\_\_\_\_

Signature \_\_\_\_\_

Seal of the Bidding Company

Date :

***RFP- Empanelment of Agencies for Supply of IT Manpower***

## ANNEXURE E – LETTER OF UNDERTAKING

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**BOB FINANCIAL SOLUTIONS LTD.**  
3rd Floor, Hallmark Business Plaza,  
Kalanagar, Bandra East,  
Mumbai – 400 051

Dear Sir,

**Sub: Our proposal for RFP <reference No.>.**

- a. Having examined the tender document including all annexure, we the undersigned offer to undertake the assignment of providing quality assurance/testing services to BFSL / Holding Bank/ Wholly Owned Subsidiaries of the Bank, in full conformity with the said tender document and in accordance with our proposal.
- b. If our bid is accepted, we undertake to complete the project within the scheduled time frame.
- c. We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of (6) months from the last date for submission of tender document to the Company.
- d. This bid together with notification of award and your written acceptance thereof shall constitute a binding contract between us.
- e. We have never been barred/black-listed by any regulatory /statutory authority in India or abroad.
- f. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- g. We agree that BFSL is not bound to accept the lowest or any bid that it may receive.

Signature

Name & Designation of the Authorized Signatory

(Seal of the firm)

Date :

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***RFP- Empanelment of Agencies for Supply of IT Manpower***

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## ANNEXURE F – PERFORMA FOR BANK GUARANTEE

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To,  
BOB Financial Solutions Ltd.,  
3<sup>rd</sup> Floor, Hallmark Business Plaza,  
Near Guru Nanak Hospital,  
Kalanagar, Bandra East  
Mumbai

Date DD-MM-YYYY

**Dear Sir,**

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as “the VENDOR”) proposes to tender and offer in response to tender RFP #: BFSL / SYS RFP/ 2019-20/ 05 dated ..... (hereinafter called the “TENDER”)

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

AND WHEREAS the VENDOR has approached us, ..... for providing the BANK GUARANTEE. AND WHEREAS at the request of the VENDOR and in consideration of the proposed TENDER to you, WE,.....having.....Office at....., India has agreed to issue the BANK GUARANTEE.

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the RFP of any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

***RFP- Empanelment of Agencies for Supply of IT Manpower***

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2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said Tender and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of ..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the Tender or extend the time of performance of the Tender or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....( Rupees.....only ) as aforesaid or extend the period of the guarantee beyond the said day of ..... unless expressly agreed to by us in writing.

6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

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***RFP- Empanelment of Agencies for Supply of IT Manpower***

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8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by 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.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing uncanceled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.

14. Notwithstanding anything contained herein above;  
i) our liability under this Guarantee shall not exceed Rs.....(Rupees.....only) ;  
ii) this Bank Guarantee shall be valid up to and including the date ..... ; and  
iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of  
Branch Manager  
Seal & Address

ANNEXURE G INTEGRITY PACT

***RFP- Empanelment of Agencies for Supply of IT Manpower***

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(TO BE STAMPED Rs 100 STAMP PAPER AS AN AGREEMENT)

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of \_\_\_\_\_ 2019,

BETWEEN

BOB FINANCIAL SOLUTIONS LTD (formerly known as Bobcards Ltd) a wholly owned subsidiary of Bank of Baroda having its Registered office at 2nd Floor, Baroda House, Behind Dewan shopping centre, Jogeshwari west, Mumbai through its \_\_\_\_\_ Department / Office at \_\_\_\_\_ (hereinafter called the "COMPANY", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

AND

M/s [Name as per incorporation certificate] represented by Shri \_\_\_\_\_, {Designation} (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns) of the Second Part.

PREAMBLE

A. WHEREAS the COMPANY proposes to procure \_\_\_\_\_ and the BIDDER

is willing to offer/has offered the stores and

B. WHEREAS the BIDDER is a private company/public company/Government Undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the COMPANY is an Office / Department of BOB FINANCIAL SOLUTIONS LTD performing its functions on behalf of COMPANY.

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

a. Enabling the COMPANY to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

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

THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT AND AGREE AS FOLLOWS:

1. Commitments of the COMPANY

1.1 The COMPANY undertakes that no official of the COMPANY, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The COMPANY will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the COMPANY will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

***RFP- Empanelment of Agencies for Supply of IT Manpower***

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the COMPANY with full and verifiable facts and the same is prima facie found to be correct by the COMPANY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the COMPANY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the COMPANY the proceedings under the contract would not be stalled.

## 2. Commitments of BIDDER(s)

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the COMPANY, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the COMPANY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BOB FINANCIAL SOLUTIONS LTD for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with BOB FINANCIAL SOLUTIONS LTD.

2.3 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.

2.4 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the COMPANY that the BIDDER is the original Bidders or service providers in respect of product / service covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the COMPANY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the COMPANY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid valuation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any -information provided by the COMPANY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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### ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the COMPANY or alternatively, if any relative of an officer of the COMPANY has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in the Companies Act, 2013.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the COMPANY.

### 3. Disqualification and exclusion from future contracts

If the BIDDER, before the award or during the 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 COMPANY is entitled to disqualify the BIDDER from the tender process and also exclude it from future contracts.

### 4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### 5. Damages

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the COMPANY through any of the mode mentioned in the RFP / bid document and no such mode is specified, by a Company Draft or a Pay Order in favour of BOB FINANCIAL SOLUTIONS LTD from a nationalized Bank including Bank of Baroda However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents / RFP should be from any nationalized Bank and promising payment of the guaranteed sum to the COMPANY on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the COMPANY shall be treated as conclusive proof for making such payment to the COMPANY.

5.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the COMPANY, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the COMPANY to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the COMPANY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

### 6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the COMPANY to take all or any one of the following actions, wherever required:

#### ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the COMPANY desires to drop the entire process.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the COMPANY and the COMPANY shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the COMPANY, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the COMPANY in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the COMPANY, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the COMPANY resulting from such cancellation/rescission and the COMPANY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the COMPANY or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the COMPANY.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the COMPANY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the COMPANY deemed fit the details of such events for appropriate action by such authorities.

6.2 The COMPANY will be entitled to take all or any of the actions mentioned at para 6.1(i) to(x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the COMPANY to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

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

## 8. Facilitation of Investigation

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

## 9. Criminal Charges against violating BIDDER

### ***RFP- Empanelment of Agencies for Supply of IT Manpower***

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at Mumbai on \_\_\_\_\_

For BOB FINANCIAL SOLUTIONS LTD.

Name:

Designation:

For BIDDER

Name:

Designation

Office / Department

Witness

1.

2.

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