Request for proposal for Design, Build and Transfer of Network Infrastructure at New Office in Mumbai

Bank of Baroda
Baroda Sun Tower
IT Department
C-34, G-Block
BandraKurla Complex
Bandra (East), Mumbai - 400 051

2nd November 2021
RFP Reference: BCC:IT:PROC:113:54

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	**2nd November 2021**
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Sukhapal Singh, Sr. Manager (IT) 2. Contact No. - 022- 6698 3228 / 1556 3. Email: rfp.it.procurement@bankofbaroda.co.in 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7th Floor, BKC, Mumbai – 400051.
3	Pre–bid Meeting details	○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams**) 11th November 2021 at 03:00 PM.** ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com on or before 10th November 2021 03:00 PM along with pre-bid queries. ○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. ○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.
4	Last Date of Submission of RFP Response (Closing Date)	**03:00 PM on 30th November 2021** Mode: Online URL:https://www.tenderwizard.com/BOB
5	Eligibility Cum Technical Bid Opening Date	**04:00 PM on 30th November 2021** Mode: Online on URL: https://www.tenderwizard.com/BOB 1. The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) 2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting. on rfp.it.procurement@bankofbaroda.com id after RFP submission time is over
6	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will

		be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Application Money	Rs 25,000/- (Rs. Twenty Five Thousand Only)
8	Bid Security (Earnest Money Deposit)	Rs 1.11 Crores (Rs. One Crores Eleven Lakh Only)
9	Mode of bid submission & online portal's URL	Mode: Online URL:https://www.tenderwizard.com/BOB
10	Support details of Online Portal facilitator	ITI Limited, Tenderwizard Helpdesk Team Email: eprocurebob@etenderwizard.com Phone: +91-11-49424365 Mr. Kurupesh Kulkarni:+91-8800907637 For more details, check under Contact us at home page of e-procurement portal https://www.tenderwizard.com/BOB

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. ATP means Acceptance Test Procedure
8. AMC means Annual Maintenance Contract
9. SLA means Service level Agreement
10. DC means Data Centre
11. DR means Data Recovery Centre

Please note:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose *beneficial owner* is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;

b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Confidentiality:

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

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1. Introduction

1.1 Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

1.2 Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for Design, Build and Transfer of Network Infrastructure at New Office in Mumbai.

2. Project overview and scope of work

2.1 This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a Bidder for Design, Build and Transfer of Network Infrastructure at New Office in Mumbai.

2.2 Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure-02 and also in a position to comply with the technical requirement as mentioned in Project Scope Annexure 11 Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.

2.3 The detail scope of work is mentioned in the annexure 11. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

3. Contract period

The bank shall enter in to an agreement with the selected bidder for a period of 6 years from the date of delivery of the hardware. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Bidder . The Bank will have the right to renegotiate these prices at the end of the contract period.

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in Annexure 11, may submit their bid through Bank's e-tendering service provider website https://www.tenderwizard.com/BOB on or before the time line stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Annexure 01

5. Application Money

A non-refundable Application Money of as mentioned in "[A] Important Dates – Application Money " must be deposited through RTGS (Real Time Gross Settlement) / NEFT. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid submission. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

This non-refundable fee is to be submitted through the electronic mode to the below mention account.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS**

6. Bid Security (Earnest Money Deposit)

6.1 Bidders are required to give an earnest money deposit of an amount as mentioned in "[A] Important Dates" at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee (Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS.**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
   - Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
   - To comply with any other condition precedent to signing the contract specified in the RFP documents.

6.1.1. **Unsuccessful Bidder's** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

6.1.2. Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small and Medium Enterprises (MSME) / Startups. The bidders who are MSME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

7. Preference to make in India initiative

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

8. Performance Guarantee

8.1 The successful Bidder shall provide a Performance Guarantee within 30 days from the

date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 15 to the extent of 3% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.

8.1.1. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

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

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

9. Sub - Contracting:

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

10. Service Level Agreement and Non-Disclosure Agreement:

10.1 The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 18), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

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

11. Compliance with Laws:

11.1 Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of

liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

11.2 The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

12. Termination:

12.1 Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

12.2 At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

12.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

13. Grievance Redressal and Dispute Resolution:

13.1 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 Technology Officer at cto@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief Technology Officer
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

Dispute Resolution:

13.2 The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.

13.3 If the Bank project manager and Bidder project manager/ director are unable to

resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

13.4 If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

13.5 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

13.6 The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

13.7 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

14. Governing Laws:

14.1 This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

15. Prevention of Corrupt and Fraudulent Practices:

15.1 As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure 17 of this RFP.

15.2 Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND

- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

16. Authorized Signatory:

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

17. The bid submission by related parties:

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

a) Bids submitted by holding company and its subsidiary company;
b) Bids submitted by two or more companies having common director/s
c) Bids submitted by partnership firms / LLPs having common partners
d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

18. Right to Reject Bids:

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

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).

- It is not properly or duly signed.
- It is received through Telex / telegram / fax
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- Submitted by related parties
- It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- Reject any or all responses received in response to the RFP
- Extend the time for submission of all proposals
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- Visit the place of work of the bidder
- Conduct an audit of the services provided by the bidder.
- Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

19. General Terms and conditions

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

19.2 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

19.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person

or organization.

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

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

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

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

19.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

19.9 Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document

19.10 Only one submission of response to RFP by each Respondent will be permitted.

19.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

19.12 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

19.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.

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

19.15 All responses received after the due date/time as mentioned in "[A] Important Dates.

Last Date of Submission of RFP Response (Closing Date)"would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

19.16 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"

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

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

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

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

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

19.22 Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document. .

19.23 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of

evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

19.24 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.

19.25 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

19.26 The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

19.27 Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.

19.28 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.

19.29 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.

19.30 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.

19.31 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the

Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

19.32 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

19.33 By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

19.34 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

19.35 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

19.36 The bidder covenants and represents to the Bank the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under.

19.37 The execution, delivery and performance under an Agreement by bidder:

- Will not violate or contravene any provision of its documents of incorporation;
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

19.38 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

19.39 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders

19.40 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

19.41 The Bank reserves the right to extend the dates for submission of responses to this document.

19.42 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

19.43 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

19.44 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase

19.45 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

19.46 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.

19.47 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

19.48 The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

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

20. Information Confidentiality:

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

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

21. Disclaimer

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

Annexure 01 - Guidelines for submission details and E-tendering

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

Section #	Section Heading	Proforma Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder	Annexure 03
3.	Application Money from Bidder	Annexure 04
4.	Bid Security (Earnest Money Deposit) from Bidder (Transaction Details or Bank Guarantee or Bid Security Declaration (For Micro and Small Enterprises (MSE) / Startups)	Annexure 05
5.	Letter of Undertaking from Bidder	Annexure 06
6.	Conformity Letter from Bidder	Annexure 08
7.	Letter of Undertaking from OEM	Annexure 09
8.	Undertaking of Information Security (Bidder & OEM)	Annexure 10
9.	Executive Technical Summary	Bidder to provide
10.	Technical Proposal: Bidder to provide Compliance of technical requirement	Annexure 11
11.	Copy of the tender document along with annexures and addendum (signed /Digitally singed documents from authorized representative of bidder)	Bidder to provide
12.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid without any financial information)	Annexure 13
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide
15.	Integrity pact from Bidder	Annexure 17
16.	Service Level And Non-Disclosure Agreement Format (without Stamp duty) from Bidder	Annexure 18
Commercial Bid should be strictly as per Commercial bid format (Annexure - 14). Any commercial bid submitted not in conformity with Annexure – 14 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		

1. Guideline for E-TENDERING

1.1. General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:**www.tenderwizard.com/BOB**
RFP responses received after the deadline for lodgement of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

Helpdesk Contact No.: +91-11-49424365
email: eprocurebob@etenderwizard.com
Primary Contact Number

- Mr.Krunal Mahajan : +91-8800907637

Alternate Contact Numbers

- Mr. Sandeep Gautam : +91-8800496478
- Mr. Kamal Mishra : +91-8800115821

Contact No. for other activities

- Registration Help Desk : +91-11-49424365

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to eprocurebob@etenderwizard.com)

- e-procurement queries : +91-11-49424365

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to eprocurebob@etenderwizard.com)

Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

1.2. Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

1.3. Preparation& Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

1.4. Do's and Don'ts for Bidder

- Registration process for new Bidders should be completed within first week of release of tender.
- The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- Bidders have to prepare for submission of their bid documents online well in advance as
  - The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
  - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01-week in advance for timely online submission of bid.
- Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
- Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.

- Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

1.5. Guidelines to Bidders for Electronic Tendering System

1.5.1. Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

1.5.2. Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic

Tender Management System of Bank of Baroda as per *Indian Information Technology Act, 2000*. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Enciphement.

1.5.3. Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement : Windows 7 & above
- Browser Requirement (anyone from following)

  Microsoft Internet Explorer (IE) version 11 and above

  Mozilla Firefox - Latest version

  Google Chrome - Latest version
- Browser settings

1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.

- Supported File Types

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
2. Files with .EXE, .PSD extensions are not allowed
3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free

- Minimum System Configuration

1. CPU speed of 2.0 GHz
2. USB Ports
3. 2 GB of System Memory (RAM)

4. Anti-virus software should be enabled and updated regularly

- Requirement of utility software

1. Java Run Time Engine (JRE – 1.8.0) or higher.
2. Microsoft Office 2003 with MS Word and MS Excel
3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

1.6. Steps to participate in the e-Tenders

1.6.1. Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on www.tenderwizard.com/BOB.

1.6.2. Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via Demand Draft/NEFT/RTGS mode & submit the details in the e-procurement portal.

1.6.3. Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

1.6.4. Close for Bidding: After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

1.6.5. Online Final Confirmation: After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion.

1.6.6. Short listing of Bidders for Commercial Bidding Process: The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

1.6.7. Opening of the Commercial Bids: The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank's e-procurement portal after the completion of opening process.

1.6.8. Tender Schedule (Key Dates): The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender.

All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

1.7. **Important Points:** The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

Annexure 02 –Evaluation Terms

1. Evaluation process

A two stage process is adopted for selection of the Bidder:

- Stage 1 – Eligibility Cum Technical Bid
- Stage 2 – Commercial Bid

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

A. Eligibility cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	**General**		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must be in the business of supplying and implementing Network Hardware in India for a period of last 5 years. (As on RFP date)		Documentary evidences to be attached (Copy of purchase order/work order)
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2020 till date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
4	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 3 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OSD\ OEM)
5	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not		Letter of confirmation (self-certified letter signed by authorized official of the bidder)

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	participated in the bid process.		
6	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder(self-certified letter)
7.	The OEM should be a Class-I Local Supplier as defined in the Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 by DPIT(PPD)/MoC/GOI AND The OEM needs to comply with the Minimum Local Content Percentage (%) as defined in Table-A (Page 5 of 12) Order No. 18-10/2017-IP dated 29.08.2018 by DOT/MOC/GOI and File no. 1 (10)/ 2017-CLES MeIT/ GOI/od dated 6.12.2019 *(Evaluation Process : Bank will first evaluate the technical bids of the Bidders complying with preference to 'Make in India' initiative of Govt. of India.* *In case two or more than two bidders complying with preference to 'Make in India' initiative are found technically eligible, as per technical specifications mentioned in Annexure 12 of the RFP, then commercial bids of only these bidders will be opened.* *In case sufficient bidders complying with preference to 'Make in India' initiative are not found technically eligible as per technical specifications mentioned in Annexure 12 of the RFP, then commercial bids of all technically eligible bidders will be opened.)*		1) Self certification as per Annexure 19 specifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which the local value addition is made in the format as per attached Annexure 20. 2) Certification from the statutory Auditor or Cost Auditor of the company (in case of companies) or Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content against each quoted line item.
B	**Financial**		

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
1	Bidder must have registered an average annual turnover of Rs. 100 Crores or above (from Indian Operations only) in each year during the last three completed financial years i.e. i.e. 2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * If 2020-21 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2017-18 along with an undertaking letter from the bidder that the 2020-21 Statements are not audited. In this scenario Audited Financial statements for the financial years 2017-2018, 2018-19, 2019-20 are to be submitted.
2	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2018-19, 2019-20 and 2020-21* Or The net worth of the Bidder should be positive on the relevant date and also should have not eroded by more than 30% (thirty percent) in the last three years (as on RFP date).		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification *If 2020-21 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2017-18 along with an undertaking letter from the bidder that the 2020-21 Statements are not audited. In this scenario Audited Financial statements for the financial years 2017-2018, 2018-19, 2019-20 are to be submitted.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
3	OEM, whose products are quoted under this RFP, must have registered an average annual turnover of Rs.200 Crores (from Indian /Global operations) in each year during the last three completed financial years –2018-19, 2019-20 and 2020-21* (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification *If 2020-21 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2017-18 along with an undertaking letter from the bidder that the 2020-21 Statements are not audited. In this scenario Audited Financial statements for the financial years 2017-2018, 2018-19, 2019-20 are to be submitted.
4	OEM, whose products are quoted under this RFP must be net profit (after tax) making entity (from Indian /Global operations) continuously for the last three years, that is financial years – 2018-19, 2019-20 and 2020-21* Or The net worth of the OEM should be positive on the relevant date and also should have not eroded by more than 30% (thirty percent) in the last three years (as on RFP date).		Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification *If 2020-21 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2017-18 along with an undertaking letter from the bidder that the 2020-21 Statements are not audited. In this scenario Audited Financial statements for the financial years 2017-2018, 2018-19, 2019-20 are to be submitted.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
C	**Experience & Support Infrastructure**		
1	Bidder must be in Business of Supply, Configuration and Implementation of Data Center Network Infrastructure and providing end to end operational support & maintenance of the Network Infrastructure, for a period of at least last 3 Years (as on RFP date).		A self certified letter from company secretary for being in the Core Business of Supply, Configuration, and Implementation of Data Center Network Infrastructure to be attached. Documentary Proof to be attached along with order / contract copy and customer certified letter certifying satisfactory operations by the bidder for Supply and Implementation of DC Network Infrastructure.
2	Bidder must have experience in Supply, Installation/ Commissioning & Support of DC LAN Setup (Active & Passive Components) comprising of Routing, Switching, Load balancing Infrastructure Setup (Hardware of the OEM whose products are quoted under this RFP) of -2- numbers TIER –III Data Centre or Disaster Recovery Centre for a period of last -3- Years (as on RFP date) in Public Sector Banks/ Commercial Banks/ Financial Institutions/ Government Organizations/Public Sector Undertakings (PSUs)/ Telecom sector in India out of which one should be a Bank having network of minimum 2000 domestic branches. (In case the bidder has experience in DC & DR Separately for any one organization, then the experience shall be taken as two number)		Documentary Proof to be attached along with order / contract copy and customer certified letter certifying satisfactory operations by the bidder for Supply and Implementation of DC Network Infrastructure.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
3	Bidder should have successfully Supplied, Installed/ Commissioned & Supported DC LAN Setup (Active & Passive Components) comprising of Routing, Switching, Load balancing Infrastructure Setup (Hardware of the OEM, whose products are quoted under this RFP) at minimum -2- numbers of TIER-III Data Centers / Disaster Recovery Centers (Data Center/ Disaster Recovery Center of single Organization will be considered as one Order) running in India, during last -5- Years (as on RFP date) and with a contract value of minimum Rs. 5 Crore on each work. (In case the bidder has experience in DC & DR Separately for any one organization, then the experience shall be taken as two number)		Documentary Proof to be attached along with order / contract copy and customer certified letter certifying satisfactory operations by the bidder for Supply and Implementation of DC Network Infrastructure.
4	Bidder must have the following Accreditations / Certifications A) ISO 9001 The manufacturing facility of the products quoted under this RFP should have the following Accreditations / Certifications A) ISO 9001 B) ISO14001		Copy of the relevant certificates or Assessment certificate from Auditing agency.
5	Bidder should have direct support offices in Mumbai.		Self certified letter signed by authorized official of the bidder mentioning address of direct support offices.
6	OEM whose products are quoted under this RFP, should have warehouse on its own/through partner in Mumbai.		Self certified letter signed by authorized official of the OEM, mentioning address of warehouse.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
D	**Others**		
1	The Bidder or Bidder's parent company (in case bidder is wholly owned subsidiary of the parent company) must be an authorized partner of the OEM having the highest or equivalent level of Partnership under Network Category with the OEM at least for the last 3 years (as on RFP date). In case OEM doses not have above mentioned categorization, then OEM to submit an undertaking stating that Bidder or Bidder's parent company (in case bidder is wholly owned subsidiary of the parent company) is an authorized partner of the OEM having authorized Partnership under Network Category for the last 3 years (as on RFP date)		Certificate / Letter from OEM / OEMs
2	If OEM is bidding directly they cannot submit another bid with any other bidder.		Letter of confirmation from OEM
3	Bidder must ensure that the equipment's to be supplied will not be End of Life/ Sale in next 3 years and will not be End of Support in next 5 years from the date of RFP		Letter of undertaking from the OEM / OEMs

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
4	Bidder must ensure that all the modules/ component of individual equipment to be supplied from same OEM		Letter of undertaking from the Bidder Letter of undertaking from the OEM/OEMs to submit necessary Sign-Off in this regard, post-delivery.
5	Bidder must ensure that all the switching equipment (spine & leaf) of DC quoted under this RFP should be of the same OEM.		Letter of undertaking from the Bidder Letter of undertaking from the OEM/OEMs to submit necessary Sign-Off in this regard, post delivery

The technical bids of only those vendors who qualify in the eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability Annexure 11.

Bank will first evaluate the technical bids of the Bidders complying with preference to 'Make in India' initiative of Govt. of India.

In case two or more than two bidders complying with preference to 'Make in India' initiative are found technically eligible, as per technical specifications mentioned in Annexure 11 of the RFP, then commercial bids of only these bidders will be opened.

In case sufficient bidders complying with preference to 'Make in India' initiative are not found technically eligible as per technical specifications mentioned in Annexure 11 of the RFP, then commercial bids of all technically eligible bidders will be opened.

B. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders. The commercial bids submitted by Bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is as follows:

- The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.

- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services will be considered in the year of purchase only and not in subsequent years

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The proposal of L1 (Lowest Vendor) shall be recommended for award of contract.

2. Commercial Bids Terms

a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright**.**

b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost

c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation

d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.

e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.

f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.

g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder”.

h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank’s interpretation will be final.

i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.

j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly

mentioned in the RFP.

3. Price Comparisons

a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.

b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:

- Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
- The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

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

Annexure – 03 Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

To

_____
Bank of Baroda
Baroda Sun Tower
BandraKurla Complex
Bandra (E), Mumbai 400 051

Sir,

We, M/s ---------- are a private/public limited company/LLP/Firm <*strike off whichever is not applicable*>incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----------(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]"

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this……..by …….20

Yours faithfully,

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

List of documents enclosed:
1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

Annexure 04 – Bid Fees (Application Money) Letter

To,

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: RFP for Design, Build and Transfer of Network Infrastructure at New Office in Mumbai.

We ……. having our registered office at ……. (herein after called the 'BIDDER') are offering Application Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable)to be enclosed.

The Bank at its discretion, may reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

Dated this……..by ……20

Yours faithfully,

Authorized Signatory
Name:

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

Annexure 05 – Bid Security (Earnest Money Deposit)

(Bidder need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)

To,

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: RFP for Design, Build and Transfer of Network Infrastructure at New Office in Mumbai

We ……. having our registered office at ……. (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We ……. having our registered office at ……. (herein after called the 'BIDDER') are providing our bank

account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No.(Company account details**):**

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this……..by ……20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address

Email and Phone #

- **<u>Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)</u>**

To, Date DD-MM-YYYY

Bank of Baroda
……..

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 offer its response to RFP No.. #: (RFP details) …….. (hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, 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 RFP response 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 vender . 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.
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 RFP 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 RFP or extend the time of performance of the RFP 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 of 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.
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 courier, telex, fax, e-mail 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 un-cancelled 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

- **For Micro and Small Enterprises (MSE) / Startups need to provide Bid Security Declaration in following format in lieu of Form Bid security (EMD)**

To,
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

1. I/We, the undersigned, declare that M/s……..is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

OR

2A. As per the tender / RFP no: ……..floated for …….. at para no: ……. a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorised person of ……to make the declaration for and on behalf of …… Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of : (insert legal capacity of person signing the Bid Securing Declaration)
Name: (insert complete name of person signing he Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid**)**

Annexure 06 – Undertaking from the Bidder

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Design, Build and Transfer of Network Infrastructure at New Office in Mumbai.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

   (b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.

   i. Name and Address of the Agent - ……(please specify NA if not applicable)
   ii. Amount and Currency in which Commission paid / payable - ……..(please specify NA if not applicable)
   iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - ……(please specify NA if not applicable)
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this……..by ……20

Yours faithfully,

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

Annexure 07–Pre-Bid Queries Form

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

Name of the Respondent:

Contact Person from Respondent in case of need.
Name :
Tel No: e-Mail ID:

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

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

Annexure 08–Conformity Letter

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

To
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,
Sub: RFP for Design, Build and Transfer of Network Infrastructure at New Office in Mumbai

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

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

Yours faithfully,

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

Annexure 09 - Letter of Undertaking from OEM

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

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Design, Build and Transfer of Network Infrastructure at New Office in Mumbai

We …… (Name of the OSD / OEM) who are established and reputable manufacturers / developers of …… having factories at ……, …… and …… do hereby authorize M/s …… (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of …… which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s…… during the contract period as per terms and conditions of the RFP.

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

Yours faithfully,

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

Annexure 10–Undertaking of Information Security

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

To
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,
Sub: RFP for Design, Build and Transfer of Network Infrastructure at New Office in Mumbai

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

Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this……..by …….20

Yours faithfully,

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

Annexure 11 – Project Details Scope of Work

A. Project Scope

The scope of work under the proposed contract involves

I. Design, Build & Transfer the Network infrastructure (i.e. Passive cabling - Copper/Fibre, Active Network equipment, Network racks with Power Distribution Unit, etc.,) for the upcoming Tier-III Data Centre at Mumbai

The Bidder shall perform the following tasks as per Bank requirement and satisfaction for the detailed scope of work as mentioned in Section B of this document but not limited to:

1. Design of complete Network Architecture for Tier-III standard Data Centre (including Passive cabling, Active Network equipment, etc.)
2. Site preparation as per the scope requirement.
3. All copper cabling will be on CAT 6A and fiber backbone will be MPO technology with pre terminated fiber cables by the OEM from factory as per the technical specifications , the Bank's equipments will be all LC interfaces from the fiber LIU to the switches/servers
4. Supply, Lay & Termination of the Passive cabling i.e. Copper/Fibre as per Design
5. Supply and installation of required patch panels and fiber MPO cassettes as per the passive cabling design
6. Supply and installation of Racks which are required for Network aggregation along with PDU for powering the Active Network Equipment as per design
7. Supply, Installation and configuration of Active Network Equipment i.e. LAN switches with Spine/Leaf Architecture for Tier-III standard Data centre
8. Supply and installation of PDU and racks required for the network switches
9. Supply of patch cord for both Copper/Fibre of required length for the entire datacenter cabling infrastructure considering as per the port counts shared
10. Documentation (Drawings, rack elevation and layout diagrams as per design requirements) and Acceptance Test Plan.
11. Quarterly firmware/IOS or patch analysis of the devices and upgrade the same as per OEM recommendations.
12. Hardening of the devices as per Bank's Secure Configuration Document.
13. Racking and stacking of RMA devices during Warranty and Annual Maintenance Contract along with restoration of backup configuration and firmware or IOS.
14. Acceptance Testing and certification of the passive application for a period of 25 years
15. Training and knowledge transfer to Bank MSP
16. Handover to Bank/Managed Service Provider (MSP) with full functionality
17. Support for the Data Centre Network Infrastructure through MSP as part of Warranty and Annual Maintenance Contract and also providing L2 engineers with minimum 5 years of experience in Datacenter networking and certified.

Brief Scope of work for Data Centre Network Infrastructure

1. Network Architecture Design
2. Structure Cabling work
    a. CAT6A Copper Cables/Outlet/Patch cord
    b. Multimode OM4 Fibre Cables/Patch cord
    c. Patch Panel(i.e. Copper/Fibre) for each rack (above the rack) and within the network aggregation rack
    d. Faceplates/Information outlet
    e. Horizontal Cable Managers
    f. Vertical Cable Managers
    g. MPO Cassettes with ultra high density panels for fiber cassettes needs to be leveraged wherever applicable in order to conserve space
3. Switching Fabric
    a. Leaf Switches (Data & DMZ)
    b. Spine Switches (Data)
    c. Spine Switches (DMZ)
    d. Spine switches (Extranet)
4. Network Rack with Power Distribution Units (PDUs)
5. Power Distribution Units (PDUs)
6. Other active Network equipment
    a. Router
    b. Load Balancer
7. Documentation
    a) The drawings as per plan and as built (both hardcopy and softcopy)
    b) Operation and Maintenance manuals (both hardcopy and softcopy)

B. Detailed Scope and Technical Specifications

The Bidder should comply the Technical Specification (as per Annexure 12A-12T) & scope outlined below and should submit the compliance report along with the technical proposal.

B.1 Network Architecture Design

- The Network Architecture design should comply to the TIA-942 guidelines for Tier-III Data Centre Network
- Bidder has to design the Network Architecture including physical network infrastructure and logical design (VLAN etc) as per Banks requirement, ensure successful implementation of the proposed Network Architecture and handover the same to Bank's Managed Service Provider for migration/integration with bank's existing infrastructure.
- The Network Architecture should be designed in a consistent, modular fashion for ease of Management, support, troubleshooting and future scalability.
- The proposed Architecture should integrate seamlessly with Bank's existing network infrastructure comprising of network equipment of different make & model.
- Network design should be flexible to incorporate any dynamic changes ensuring no performance degradation.
- The architecture should be designed to achieve desired scale up in future in terms of number of RACKs / Servers & Network equipment, while maintaining the same performance.
- The Network Architecture should be designed for phase 1 comprising of 90 racks which is expandable in future as per Bank's requirement
  Phase 1 includes 90 server racks of 600 mm each
  1. Bank's seating area which comprises of around 10 seats from which fiber uplinks will have to be laid to the datacenter setup
- Network design should factor the followings –
  The datacenter comprises of 2700 sq ft of datacenter area which is populated with 90 racks of 600 mm width. The datacenter layout is as attached in the Appendix 2

There are 8 rows in the setup and the row numbering has been considered from 1 to 8 with row no 1 starting from the Entry / Exit point in the layout and sequentially leading to row no 8. Out of this row no 8 which comprises of 11 racks has been taken as the Network row which will accommodate the core network equipments and row no 3&4

have been taken as the storage row which will accommodate the storage racks. The various connectivity for passive cabling is as categorized below

1. Server to Leaf Switch Connectivity
   a. Copper ports with a ToR switch within each rack as per port calculation in Appendix 1
   b. Fiber ports with a MoR connectivity as in Appendix 1 (each row will have a redundant MoR in alternate row to provide MoR level redundancy)
2. Leaf Switch to Spine Switch Connectivity
   a. Leaf to Spine with 1:6 oversubscription considering maximum port speed in each switch for e.g. in the 1/10/25 Gbps switch considering the maximum port speed towards server as 25 Gbps for oversubscription calculation
3. Network row connectivity for core network equipments
   a. Copper ports 2x24 ports towards passive rack in row no 8 itself
   b. Fiber ports 2x12 ports towards passive rack in row no 8 itself
4. SAN connectivity
   a. From each server rack to SAN Director rack in row no 3 & 4

The port workings for each of the connectivity has been summarized in Appendix 1. The entire passive cabling will be done as per EIA/TIA standards with Cat 6A for Copper and OM4 for fiber connectivity using factory terminated fiber cables and ultera high density fiber panels within the datacenter. The connectivity for each categories is as described below

Server to Leaf Switch Connectivity

For Server to leaf switch connectivity the following points have been taken into consideration

a. All copper ports will be within the racks with a Top-of-the rack approach and hence bidder has to factor appropriate number of patch cords for the same
b. All fiber ports will follow a MoR approach with 1 single MoR rack in each row and the redundant MoR in the alternate row as per the connectivity diagram shown below

The above diagram is only a representative view for clarity purpose only

c. The ports counts are to be referred to the table in Appendix 1

d. All fiber ports will be factory terminated and MPO based trunks between each server rack to MoR rack

Leaf Switch to Spine Switch Connectivity

a. The leaf to spine connectivity will be a minimum of 2x48 fiber trunk cable from each MoR rack in row no 1 to 7 will go to the two different spine switch rack in row no 8

b. From each ToR switch there will be a minimum of 2x12 fiber trunk cable to the spine switch racks in row no 8

c. The fiber trunks will be OM4 trunk factory terminated cables from respective OEMs

d. MPO technology will be used for the fiber trunks will ultra-high density fiber panels to be used for terminating the fiber cables in each spine switch rack and on the MoR side as well

e. All the 1/10/25 Gbps fiber leaf to spine uplinks will be on 100 Gbps uplink with minimum 4x100 Gbps uplink from each leaf switch to spine switches providing an aggregate bandwidth of 400 Gbps between leaf and spine

f. From the fixed copper leaf switches there will be 10 Gbps uplink with a minimum of 4x10 Gbps uplink from each leaf switch to spine switches providing an aggregate bandwidth of 40 Gbps from each leaf switch to spine switches

Network row connectivity for core network equipments

a. From each rack in row no 8 including the spine switch rack there will be 2x24 copper cables and 2x12 fiber ports which will be terminated on a passive rack

b. There will be in total 10 x 800mm width racks which will be dedicated for the core network and security equipments

c. All copper cables will be CAT 6A and fiber cables will be OM4

d. Fiber cable trunks will be factory terminated based on MPO technology and will use ultra-high density panels for termination purpose

SAN connectivity

The connectivity for SAN cables have been detailed below

a. Within the datacenter row no 3&4 will be dedicated for all storage equipments

b. There will be in total 2 SAN director racks in row no 3 & 4 respectively

c. From each server rack there will be 2x24 fiber cables to the SAN director racks in row 3 & 4

d. The Fiber trunk cables will be factory terminated OM4 cables based on MPO technology and ultra-high density fiber panels will be used for terminating on both server side and SAN director rack side

e. From each of the storage rack in row no 3 & 4 there will be 2x24 fiber cable towards SAN director racks for SAN

f. For LAN from each storage rack in row no 3 & 4 there will be 48 fiber ports coming to the MoR rack in row no 3 & 4

g. All fiber trunks will be based on MPO technology with factory terminated and will also use ultra-high density fiber panels on both server side and storage side for termination purpose

No. of port (copper/Fibre) required for design of Network/SAN architecture is provided in Appendix-1

B.2. Structured Cabling

Structured cabling involves supply, installation, testing and commissioning of CAT 6A Copper Cables, Multimode OM4 Fibre Cables, Cable Managers(Horizontal/vertical), Patch cord (copper/fibre), Patch Panel(i.e. Copper/Fibre) for each rack (above the rack) and within the network aggregation rack., etc.,

<u>General Specifications</u>

a. Bidder has to design, lay and test the cabling to cater the DC requirements of Tier- III standard

b. The proposed cabling solution shall follow the TIA 942 standards with specifications for the cables and other passive material

c. All component, accessories and cables supplied under this contract shall be in accordance with the latest applicable recommendations, regulations and standards of:

1) This Technical Specification and Associated Drawings
2) ANSI/TIA/EIA/568-C.1, Commercial Building Telecommunications Cabling Standard – 2009
3) ANSI/TIA/EIA 568-C.2, Copper Cabling Components Standard
4) ANSI/TIA/EIA 568-C.3, Optical Fiber Cabling Components Standard
5) ANSI/TIA/EIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces
6) ANSI/TIA/EIA-606-A, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
7) ANSI/J-STD-607-A, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
8) Building Industries Consulting Services International (BICSI) Telecommunications Distribution Methods Manual (TDMM)
9) ANSI/TIA-942, Telecommunications Infrastructure Standard for Data Centers
10) BICSI-002, Data center design and implementation best practices.

The bidder is responsible to determine and adhere to the most recent edition of these standards when developing their responses.

- Quality Control: The horizontal cable shall have a unique print string on the cable jacket. This unique identifier shall also be used for on-line reference to a full set of factory tests that were performed on a sample from the same mater reel. The on- line reference must be available on the SCS vendor public website, such that it can be accessed at any time.
- All the products for both LAN and SAN cabling should be from the same OEM
- The proposed data cabling solution should be upgradeable to intelligent cabling solution without any downtime
- All best practices for installation shall be followed by the vendor for the installation
- Cable shall be installed following industry standard practices.
- Warranty for the installed cable plant from the OEM equipment supplier. Bidder shall

ensure that the OEM norms for supply, installation, testing and documentation as specified by the OEM supplier shall be adhered to, provided those are in line with TIA / EIA standards and Bank requirement specifications (if any).

- The warranty shall be provided by the OEM vendor to Bank and shall be administered in India. The duration of the system warranty shall be for a period of 25 years and shall cover the system performance, application assurance and the costs of the supply of components and installation. A Sample Warranty certificate shall be provided by the bidder along with the bid
- Cabling system shall include factory-terminated system components which can be quickly mated to form an end-to-end optical link between patching locations and/or equipment ports
- Cabling Solution should be a high density LSZH system solution with reduced installation time
- Scope includes Termination, Installation, Fixing of Port Patch Panels including proper Dressing of Cables, and Fixing & Casio labelling of Patch Panels
- Scope includes Proper routing of Patch Cords in Racks, Jack Panels and wire/ cable manager with tagging of Mounting Cords
- Bidder need to include Fibre termination and Management System and Fibre routing in the scope.
- Bidders should ensure OLTS (Optical Lost Test Set) Scanning of laid Copper/ Fiber Cables for the performance testing of Installed Cabling System with EIA/TIA specified parameters.
- Cabling system shall be a modular solution and should offer a greater degree of flexibility in managing equipment moves, adds or changes
- All horizontal cabling should emanate from Jack panels on the distribution switch and be routed to outlets nominated through ceiling space, risers, skirting duct and workstation partition duct etc
- The cables must be laid in an aggregated manner to reduce the cabling space requirement
- Bidder shall not exceed the maximum pulling tension or the minimum bending radius for copper cables per manufacturer's specifications.
- Cables shall be neatly & properly tied up and dressed using appropriate Cable managers and Velcro bands. All the cables, connectors, sockets, panel's etc. shall be labelled for identification purpose.
- Cables should be installed in a workman like manner, parallel to walls, floors and ceilings, as applicable
- The Manufacturers cable form should be maintained at all times No distortion due to kinks, sharp bends or excessive hauling tension shall be allowed to occur during installation

- Care should be taken to prevent other trades damaging the cable by walking or storing heavy objects on them whilst lying out and installation
- Cables should be run in a manner eliminating any possibility of strain on the cable itself or on the terminations
- Cables entering or exiting trays, conduits, centenary wires and other fixed support should have a small gooseneck or slack provided and should be fixed at both ends to prevent the possibility of cable stress.
- Cables should be concealed except where nominated otherwise, and should run in neat lines
- Cables should have no joints, all foil should necessarily be grounded at all terminations
- All fiber trunk cables should be factory terminated and also use MPO technology
- Cables should be kept at a minimum distance of 150 mm from items liable to become hot or cold. The distance should be consistent with the maximum or minimum temperature possible and the cable type Cables should at no point make direct contact with such items.
- Cables should not be directly embedded in plaster, concrete, mortar or other finishes unless they are in conduit and capable of being fully withdrawn and replaced as per Banks requirement without any damage to finishes.
- Cable should either have a nylon sheath or should be enclosed in a conduit if running underground
- Under no circumstance hand labelling of the cables will be accepted No hand punching shall be allowed without proper tools. Labelling and Punching should be done as per TIA/EIA standards
- All copper conductors must be tested for continuity and pair integrity as well as EMI interference
- The termination of connectors should be RJ- Single Information Outlets with faceplates, shutter and Surface box
- Horizontal and Vertical Cable Management System should have high density which minimizes area required for network layout, freeing up valuable server room space.
- Professional Cable Management and copper Cable Termination tools be available on site.
- Each outlet shall be tested for satisfactory operation based on certification parameters valid for the entire warranty period of 25 years or more as applicable.
- All outlets in the Facility be clearly marked, labelled & documented for future reference.
- Installed UTP Cabling System shall be tested with TIA / EIA 568 Level IIE / Level III hand held testers. Each installed UTP drop shall be tested as per the latest revisions of TIA / EIA 568-B Cat 6 specifications. Length, Wire Map, Attenuation, Pair-to-pair and Power Sum NEXT, ELFEXT and PS ELFEXT, Return Loss, Delay Skew, ACR and PS ACR shall be tested and results provided to Bank in soft format on a CD.

- Cable laying should be through metal raceways, PVC conduits, overhead ladder / tray and other relevant activities.
- Laying of STP copper Cable in raceways includes proper bunching and tagging for Data/ Voice Cable including Standard Colour Coding.
- Maintenance of the LAN Passive components shall be done by the bidder. Provision of additional Passive nodes whenever required shall need to be provided based on requests.
- Cable layout plan should be submitted as part of the technical bid
- Structure cabling implementation work needs to be audited and certified by Cabling OEM

The successful bidder shall after completion of the installation, submit a detailed documentation of the cable plant. The documentation shall cover, in the minimum, the following

- As-built diagrams of the Network showing the cable pathways and connectivity
- Test results for UTP and Fiber links
- Consolidated BOM with manufacturer's part Nos. and quantities used.
- Warranty certificate from OEM supplier

I. <u>CAT6A Cables / Outlet / Patch cord</u>

Bidder should confirm the compliance of CAT-6A cable specification as mentioned in Appendix-2 Bill of Quantity and should be thin patch chords to save space while dressing and also aesthetically look good

Patch cord quantity

3 Mtrs–XXX
5 Mtrs – XXX
7 Mtrs - XXX

II. <u>Fibre cables OM3/OM4 / Patch cord</u>

Bidder should confirm the compliance of Fibre cables OM4 cable specification as mentioned in Appendix-12C

OM4 cable should be used for connectivity between leaf switches and spine switches for uplink/downlink

III. <u>Patch Panel</u>

Based on the copper and Fibre port details provided in appendix-1 the bidders has to design the following -

1. Above the rack Multipurpose Frame size (i.e. to accommodate MPO cassette for fibre and CAT-6a cable for copper)
2. Jack panel and LIU/Frame required for termination of CAT 6a cable and fit out of MPO cassette from the Server rack to Network Aggregation rack respectively
3. Design should be such that to accommodate both Network & Storage Leaf switches in a single rack (if not possible in a single rack then the adjacent rack to be

considered) so that in future free storage port can be used for the purpose of network

4. All other accessories (nut, bolt, etc.,) required for termination of Copper/Fibre cables in each of the server rack above and within the network aggregation rack

IV. Faceplate/Information Outlets

1. Modular jacks shall be 4-pair, RJ-45, and shall easily fit in a UTP / CAT6A Face Plate. Modular jacks shall terminate using both T568A and T568B wiring
2. Information outlet shall be capable of terminating 23 AWG CAT 6A/UTP cable conductors.
3. The insulation displacement contacts shall be paired, with additional space between pairs, to improve crosstalk performance
4. The modular jacks must be auto shuttered and should have integral dust cover protection

V. Horizontal Cable Managers

1. Should be made of lightweight plastic/metal construction that provides durability and easy installation
2. Should have rounded edges on fingers to protect cables from snags and damage to cable.
3. Should have flexible fingers to allow easy installation and removal of cables
4. Should have pass through holes that allow front to rear cabling
5. Should mount to standard 19" EIA racks and cabinet

VI. Vertical Cable Management System

a. Should have high density which minimizes area required for network layout, freeing up valuable floor space
b. Should have curved cable management fingers that support cables as they transition to the vertical pathway eliminating the need for horizontal managers
c. Should have slack management spools to organize and manage patch cord slack allowing standardization of patch cords
d. Should have a combination of 6ll W wire managers for cable management
e. Should be equipped with end panels and doors for the wire managers

B.3 Switching Fabric (Fabric Management Tool)

Switching scope includes designing the Switching Fabric under Spine Leaf Architecture with IP Clos for both LAN and SAN, as per server room layout (Appendix 2) and Port details (Appendix1) and supply, installation, commission, testing of switching fabric as per technical specifications (Annexure 12A to 12T) and & handing over to Bank's MSP.

- Minimum Two Spine switches with required numbers of Leaf Switches with N+N redundancy as per port details provided in Appendix1 shall form the switching fabric. Leaf switches shall be factored for each ROW following Middle of the RACK Architecture.
- Bidder should setup proper Backbone between Spine and Leaf switches and Leaf Switches to server rack (multimode OM4 fibre).
- All switches including spine and leafs should be of line rate (non-blocking) including access and uplink ports
- Fabric should be able to auto discover all the hardware and auto provision the fabric
- The fabric architecture must be able to provide logical topologies (VLAN etc) that are abstracted from the physical infrastructure with no performance degradation
- Fabric must integrate with best of breed L4 - L7 Physical and virtual appliances like. Firewall, ADC, IPS etc.
- Fabric must act as distributed layer 2 and Layer 3 Fabric
- Fabric should support scale up and scale out without any service disruption
- Fabric must support minimum 2 sets of Spine Switches & scale upto 6 set of Spine Switches and support minimum of 150 Leaf switches & scale upto 250 Leaf switches without any design change.
- Fabric should be designed in N+N redundancy ensuring uninterrupted availability.
- Fabric must provide Centralized Management Facility for centrally managing, monitoring and provisioning the entire Fabric
- Bidder should ensure for the necessary tools/kits to ensure proper mounting of the switches at respective RACKs
- Bidder should submit a list of all features provided by the proposed leaf/Spine Switches, in addition to the technical specifications (Annexure 12A to 12T) mentioned in this RFP document, that will be available to the bank without any additional charges and will be under support.

- The bidders should provide all the updates and firmware upgrades including version upgrades (including their reinstallation) during the period of contract.
- Bidder shall configure / set up the rules as desired by the Bank
- The hardware/ software packages to be offered should be legally valid, licensed and with latest version along with the complete set of manuals along with the media.

However the no. of leaf & Spine switches and the no of port requirement in leaf & spine switches be arrived by the bidder based on the design consideration provided in this SOW.

B.4. Network Aggregation RACKs with Power Distribution Units (PDUs)

The bidders should supply, deliver, install and maintain the Server / Network / Storage Rack (42 U): -

- The rack should stand on the Raised Access floor
- The rack should support the cooling, cable management and power system of Banks Office at Hyderabad
- The Rack should contain all the necessary component and accessories to mount the servers / switches, storage etc
- Each rack shall be provided with necessary power sockets in N+N redundancy configuration so In the event of failure of one feed, the other feed shall take the entire load.
- Network Rack (aggregation) should have Patch panel for Cross/Inter Connectivity to Server Rack
- Network rack shall be with proper cable management, Ladder, Vertical & Horizontal Wire Manager etc.
- San Switch Rack (aggregation) should have patch panel for cross/inter connectivity to server rack with Fibre optic cable for storage purpose

B.5. RACK PDUs

- The dimensions of the PDUs should be according to 42U rack.
- PDUs shall be with N+N redundancy configuration with standard color coding
- PDUs shall be of high density minimizing area required

B.6. Other Network Hardware's (Router/ Load Balancer etc.)

- Bidder should ensure for necessary enterprise licenses without any restrictions to use the features associated with the Network components.
- There should not be any licensing restriction on number of users, concurrent connections, total connections, new connections, number of VLANs, Zones, Policies, appliances, other network parameters, number of equipment / servers etc., as per the RFP specification
- Bidder shall provide patches/ upgrades of OS during warranty and AMC period without any additional cost.
- Bidder should ensure for necessary training / handholding of the active component of the network to Bank Team/ System Integrator's team without any additional commercials and requirement of Network switch ports & Cable for Racks are enclosed as Annexure 12 respectively, as reference for the bidders to comprehend banks requirement and accordingly design the network architecture.

1. Load Balancer

- The bidders should supply, deliver, install and maintain the Load Balancers as per technical specifications (Annexure 12R)
- The Load Balancer should be scalable to support large scale deployment and reduce the time and effort to deploy the entire set up.
- Bidder should submit a list of all features provided by the proposed Load Balancer, in addition to the technical specifications (Annexure 12A – 12T) mentioned in this RFP document, that will be available to the bank without any additional charges and will be under support.
- Should have multiprocessing capabilities and functionalities
- Should ensure High Availability for redundancy. Should Support both Active - Active and Active - Standby topology & N+N Clustering.
- Should support configuration sync to and from active and backup unit.
- The bidders should provide all the updates and upgrades including version upgrades (including their reinstallation) for the period of contract. The proposed load balancer should be fully compatible and configurable with existing network infrastructure of the Bank.
- Bidder shall configure / set up the rules as desired by the Bank.
- The hardware/ software packages to be offered should be legally valid, licensed and with latest version along with the complete set of manuals along with the media.

2. Router

- The bidders should supply, deliver, install and maintain the Routers as per technical specifications (Annexure 12T)
- The Routers should be scalable to support large scale deployment and reduce the time and effort to deploy the entire set up.
- The bidders should provide all the updates and upgrades including version upgrades (including their reinstallation) for the period of contract. The proposed router architecture should be fully compatible and configurable with existing network infrastructure of the Bank.
- The router architecture should be based on hardware based forwarding and switching. System should be multi processor based architecture for enhanced performance
- The router should have data plane and control plane hardware level of redundancy for providing self redundancy and should not disrupt the system functionality at the time of any data plane or control plane hardware failure
- Bidder shall configure / set up the rules as desired by the Bank
- The hardware/ software packages to be offered should be legally valid, licensed and with latest version along with the complete set of manuals along with the media.

B.7. Onsite Resources for Network Infrastructure Management

- The bidders are required to deploy – 1 –onsite Technical L2 resources on 24x7x365 basis for managing/supporting the Network equipment/component at Mumbai during the contract period
- The resources should have a minimum of 5 years' experience in datacenter networking and certified
- While deploying, bidder shall ensure to identify suitable resources having necessary technical competence to proper monitor/troubleshoot of the Network equipment / component
- The resources shall co-ordinate with Bank/MSP and backend teams of the bidders for monitoring, call logging and timely resolution of the issues

C. Final Acceptance Testing

- Bank, at its discretion, may do a thorough inspection of the material before installation. In case any discrepancy is found, the material is liable to be rejected.
- During the course of installation, the bidder has to prepare an acceptance test

plan, in concurrence with Bank team, for each of the equipment and integrated system.

- All the design and implementation validation for the datacenter switching solution shall be done by the respective OEM , bidder to factor appropriate efforts for involvement of the OEM professional services for the same for a minimum of 15 days
- Based on the agreed Test Plan, bank will carry out detailed acceptance Test of the installed/commissioned Network infrastructure.
- Only after successful acceptance by the Bank Team, as per Acceptance Test Plan, the deliverable shall be deemed as Commissioned

D. Handover of Network Infrastructure to Bank's Managed Service Provider

Post commission/installation and successful acceptance testing, bidder shall handover the Network equipment / component to Bank's Managed Service Provider (MSP). Handover of the Network Infrastructure by the bidder to the Bank and/ or MSP of the Bank, shall include the following but not limited to:

- Bidder shall ensure for necessary Training, Handholding, Knowledge Transfer to the MSP for handling day to day operations / maintenance
- However, the bidder shall continue to extend necessary support to the infrastructure in co-ordination with the MSP, during the contract period of this RFP
- The bidder shall provide necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this RFP. Bidder shall provide all updated documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for Architecture Design, Network component/ equipment's. Such documentation shall include but not limited to:
    - Design document
    - Standard Operating Procedures of all the equipment's/ hardware/ software commissioned/ installed
    - Listing of all process being monitored with their monitoring frequency
- Bidders shall provide updated inventory for all network assets including licenses.
- Listing of all third (3rd) party Vendors that have been directly relevant to the provision of the Services and that may be the subject of a request by Bank or the replacement service provider for assignment, cancellation or renovation

- All trainings and knowledge transfer that the Bank feels are necessary to be imparted to the Bank or its designated personnel / vendor.
- All the warranties held by or in the name of the bidder shall be assigned or transferred "As Is"in the name of the Bank. The Vendor shall execute any and all such documents as may be necessary in this regard.
- The Parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.
- The bidder recognizes that considering the enormity of the Assignment, the Handover Services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively handing over the Services provided by the bidder under this RFP and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.
- Post the handover process the vendor shall continue to provide necessary support and services during warranty and AMC period for all the components supplied and installed as per the RFP terms including SLA. For providing the support services the vendor has to station onsite resources as mentioned in the Scope of Work.
- The scope of MSP is to only coordinate and front end the operations for the components supplied by the bidder.

E. Project Management

The Successful bidder shall appoint a Project Manager who shall be a Certified Data Centre Network Infrastructure Specialist to head a team of technical experts for each area of work head under the contract. The project manager shall be responsible for all the coordination work at site and represent the Successful bidder in review meetings. The technical experts/other stakeholders of the Successful bidder shall also make themselves available on-site for any clarifications/technical discussions, if required.

a. Roles and Responsibilities

The following matrix shall broadly govern the roles and responsibilities of the Successful bidder and Bank under the complete Scope of Work:

S#	Activities	Successful Bidder	Bank
1.	Overall Project Management Ownership	P	
2.	Preparation of the Project Plan	P	

3.	Approval of Project Plan		P
4.	Site handover to successful bidder		P
5.	Access to the facilities and movement of material / equipment as per the requirement	S	P
6.	Detailed Network Architecture Design	P	A
7.	Making Detailed Bill of Material	P	A
8.	Requisition for Access Passes for Working Staff	P	A
10.	Supply Installation Testing & Commissioning of In-scope works	P	
11	Formulation of Acceptance Test Procedures	P	A
12.	Availability of test Equipment/instrument	P	A
13.	Co-ordination between sub-vendors	P	
14.	Storage Space, Project Insurance and Physical Security of Equipment at site	P	
16.	Arranging weekly review meetings	P	S
17.	Tracking Project Plan	P	S
18.	Final Acceptance Testing	P	P
19.	Documentation and Training	P	S
20.	Project commissioning and Hand over to Bank / MSP of Bank	P	A
21	Project takeover by Bank	S	P

Legends: P = Primary S = Secondary A= Approval

b. Responsibilities of the Parties

Successful Bidder

Successful bidder is responsible for executing this contract and delivering the services, while maintaining the specified performance targets. Additionally the Successful bidder is responsible for:

- Reporting problems to Bank soon as possible
- Assisting BANK in management of the SLA
- Providing early warning of any organizational, functional or technical changes that might affect Successful bidder's ability to deliver the services.
- Assisting BANK to address and resolve issues from time to time.
- Successful bidder shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

Review Mechanism

- The Successful bidder shall provide a detailed pert/Gantt Chart of the entire project clearly indicating the Work Breakdown Structure, Critical path and all the milestones.
- Weekly review shall be done with BANK team to assess the progress of the project.
- Weekly status report shall be submitted one day before the scheduled review meeting.

Escalation Mechanism

- The Successful bidder shall provide an escalation path and the escalation procedure before the start of the project for resolution of unresolved matter.
- It is the responsibility of the Successful bidder to ensure that no issue is pending for more than two days after escalation by BANK.

Management Escalation Procedures & Contact Map

- The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level.
- Implementing this procedure would mean that BANK and Successful bidder management are communicating at the appropriate levels.

Escalation Procedure

- Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

Either BANK or Successful bidder can initiate the procedure

- The “moving party” should promptly notify the other party that management escalation will be initiated
- Management escalation will be defined as shown in the contact map below
- Escalation will be one level at a time and concurrently

Contact Map

Escalation Level	Bank Representative with contact Details	Successful bidder Representative with contact Details
Level 1: Project Manager		
Level 2: Project Director		
Level 3: Steering Committee		

Technical Specification & other details under Scope of Work	
Annexure 12.A	Technical Spec – Structured Cable
Annexure 12.B	Technical Spec – CAT 6 A Cable
Annexure 12.C	Technical Spec – CAT 6A Outlet
Annexure 12.D	Technical Spec – Copper Patch Chord
Annexure 12.E	Technical Spec – Jack Panel
Annexure 12.F	Technical Spec – Fiber Cable
Annexure 12.G	Technical Spec – Fiber MPO Trunk
Annexure 12.H	Technical Spec – Fiber Patch Chord
Annexure 12.I	Technical Spec – Fiber Shelf
Annexure 12.J	Technical Spec – SDN Fabric
Annexure 12.K	Technical Spec – Switch Type 1 (Spine Switch)
Annexure 12.L	Technical Spec – Switch Type 2 (Spine Switch)
Annexure 12.M	Technical Spec – Switch Type 3 (Leaf Switch)
Annexure 12 N	Technical Spec – Switch Type 4 (Leaf Switch)
Annexure 12O	Technical Specifications : Switch Type 5 (Leaf Switch)
Annexure 12P	Technical Specifications : Switch Type 6 (Leaf Switch)
Annexure 12Q	Technical Specifications : Switch Type 7 (Leaf Switch)
Annexure 12R	Technical Spec – Load Balancer
Annexure 12S	Technical Spec – Router 1
Annexure 12T	Technical Spec – Router 2
Appendix 1	Ports requirement & Cable for Racks
Appendix 2	Bill of Quantity
Appendix 3	DC Layout

F. Monitoring and Audit

a) Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The Vendor must provide the Bank access to various monitoring and performance measurement systems. The Vendor has to remedy all discrepancies observed by the auditors at no additional cost to the Bank.

b) For service level measurement, as defined in SLA, data recording is to be captured by the industry standard tools implemented by the Vendor. These tools should be a part of the proposed solution.

G. General Conditions

a) For installation work, it shall be the responsibility of the Bidder to arrange and provide requisite tools, testing & measurement equipment and all other things required for carrying out the installation job industry practice and safety norms.

b) The Bidder shall ensure that no other equipment / structure / setup get damaged due to their activities. Any damages caused to Bank property due to Bidder's negligence shall be passed on the Bidder's account

c) Bidder shall complete the entire work and make all the systems operational (Supply, Installation, Acceptance and handing over to Bank within stipulated timeline mentioned in the of this RFP.

d) The support shall be on 24*7*365 basis

e) There will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants

H. Technical Proposal Attention Items

a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.

b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.

c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.

d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.

e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products to Bank.

f) In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.

g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.

h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.

i) Entire work specified in this RFP shall be carried out on Turnkey basis.

j) As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the RFP or extra work required to be perform due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this RFP.

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

I. Delivery

The Bank expects the bidder to complete the Design, Build & Transfer of Network Infrastructure at New Office in Mumbai as per the requirements of this tender within 2 months from the date of signing of the Agreement. This should be in line with the Project Schedule submitted by the Bidder and should not exceed beyond 2 months. Inability of the bidder to complete the project as per specifications within defined timelines shall invoke "Late Deployment Charges" clause.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the hardware/ equipment's at the site. Sealed packs will be opened in the presence of Bank officials.

All necessary accessories as part of the hardware/ equipment's should be delivered together with the hardware/ equipment.

Any component (hardware or software) has not been delivered or if delivered is not operational, will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment for such products will not be made until full delivery is completed.

J. Transportation and Insurance

All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the biddertill the acceptance of the goods by the Bank. The bidder should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

K. Late Deployment Charges

Keeping in view the strategic importance of timely functionality of the Data Centre, any delay attributable to the Successful bidder beyond the prescribed period for agreed successful commissioning and handing over the Project to BANK, shall not be accepted. In such a case, BANK, without prejudice to other remedies available under the contract, shall be entitled to recover a sum, as penalty as mentioned below:

i. Delay of one week or part thereof to commission the project = 0.5% of the

total contract value

ii. Delay of two weeks or part thereof to commission the project = 1.0% of the total contract value

iii. Delay of three weeks or part thereof to commission the project = 2.0% of the total contract value

iv. Delay of four weeks or part thereof to commission the project = 4.0% of the total contract value

v. Delay beyond four weeks shall be charged at 2% for every delayed week or part thereof in addition to 4.0% as mentioned above subject to the cost not exceeding 10% of the total contract value.

BANK's decision to impose penalty and the assessed amount thereon shall be final and binding on the successful bidder and the same shall not be exceeding the total contracted value of the project. Total contract values shall include all applicable taxes and levies.

L. Installation

Installation of all the hardware/ equipment's including unpacking of cartons / boxes, mounting of the hardware/equipment's and installation will be the responsibility of Bidder. Bidder will have to install the hardware/ equipments and hand it over to Bank for acceptance testing as per the Project Schedule

Bank reserves the right to shift any hardware / equipments to new location/s and warranty and AMC will continue to be in force at the new location also.

M. Warranty

Warranty for Active Components

The entire Network infrastructure setup (hardware, solutions and other equipments) covering all components will remain under, onsite, comprehensive maintenance warranty for a period of three years. The service support during warranty period shall be for complete Network infrastructure setup and accessories supplied.

Bidder will have to provide a post-installation warranty as per the terms mentioned below:

- **Comprehensive Warranty for 36 Months from the date of signing Final Acceptance Certificate by the Bank.**

Bidder will have to upgrade the Hardware/ Software (in case of requirement) during warranty period at no cost to Bank. Patch updation, security patch updatesetc to be done (as and when required) preferably quarterly / half yearly in coordination with the Bank / MSP team.

In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

In case of significant failures of specific component entire hardware/ equipment has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a

mutually convenient time. The proactive action plan is required to be submitted well in advance. Bidder is required to ensure that this kind of situation never arises.
The Bidders warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Warranty for Passive Components

All the passive component should be with 25 years of warranty.

The Bidder further warrants that all Goods supplied or Works carried out under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the Bank's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods or Works in the conditions prevailing in the country.

N. Acceptance Test (AT)

AT shall comprise of completion of following activities at Site:

i. For each installed equipment and IR template should be prepared along with the technical specifications and its value as per quoted product.

ii. Bank personnel will check the working system value against the product value before signing the acceptance of the installation of equipment

iii. In case Bank is not satisfied with installation / configuration, party must reinstall and / or reconfigure the entire / partial solution.

iv. Running of AT Schedule as per agreed AT Plan for systems

v. All the License document along with Manual of the equipments installed should be duly submitted

O. Annual Maintenance Contract and Annual Technical Support

Bidders must quote for comprehensive on-site AMC, which shall include labour and cost of the material, strictly as per SLA terms, for a period of 3 (three) years after the expiry of 3 years' warranty period as mentioned above. The AMC shall be on-site comprehensive and shall not require the purchaser to procure and store recommended spares at the site during warranty / AMC. Entering into AMC for a lesser number of years (pro-rata charges to apply) shall be at the discretion of BANK.

The Comprehensive on-site AMC must be quoted by all the bidders for the subsequent three years' period over and above the warranty period. The Comprehensive on-site AMC prices should be based upon the percentage of the Purchase price or prevailing list price at the completion of three years, whichever is lower. Price Bids without AMC shall be summarily rejected. AMC rates must be quoted as per the price bid format enclosed. No other format shall be accepted.

In case of software, Operating System, Equipment Firmware and Equipment OS, during installation, integration, acceptance testing, warranty period, extended warranty period and AMC, all updates and upgrades shall be supplied and installed free of cost on pre-paid freight basis. The support shall have to be mandatorily on-

site.

However, in exceptional cases remote support from OEMs'/bidders' software/service centers, through phone/Email/Fax, etc shall also be required and is a must. The time limit within which such calls shall be attended to shall be only based on the SLAs mentioned in this RFP.

1. Payment Terms

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

The payment will be released as follows:

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

- 40% of the total cost on delivery of Network Infrastructure equipment's / softwares plus 100% of GST. GST will be paid at actuals. The required documents to be provided along with original invoice:
  a) Original delivery Challans duly stamped and signed by the Project Managers of the successful bidder and Bank.
  b) In case of softwares, original License copies
- 20% of total cost on successful installation of the Network Infrastructure equipments / softwares and applicable Service Tax (if any).

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

  In case of SNR case, 20% of total cost and GST (if any) after two months on delivery ofDC Built equipments / softwares

  The required documents to be provided along with original invoice:

  a) Original installation reports duly stamped and signed by the Project Managers of the successful bidder and Bank.
  b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from bidder to complete installation within a week of being informed that the

site is ready

- 30% of total cost payable on successful completion of the project. The required documents to be provided along with original invoice

  a) Copy of the Final Acceptance Certificate issued by the Bank after the Bidder's total completion of its obligations to the satisfaction of the Bank.

- Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.

ATS and AMC payments will be divided into four equal installments for the year and paid quarterly at the end of each quarter, on actuals. The payment will be on production of original invoice against receipt of satisfactory support report of previous quarter from Operations Managers of the Bank and Bank's Managed Service Provider. All the above documents to be duly signed by the authorized service delivery head of the bidder.

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

The Bank will pay invoices within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 45 days from the date the dispute stands resolved

2. Right to Alter Quantities

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities/items.

Annexure 12–Service Levels

Successful bidder shall execute the SLA and NDA for a period of -6- years within 30 days from the date of acceptance of Purchase Order. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by Successful bidder.

A. Passive components

S#	Measurement	Definition	Measurement Interval	Uptime /Availability	Impact	Penalty During				Remarks
						Warranty		AMC		
						%	Cost included	%	AMC charges included	
1	Passive components	Damage / Degradation / Non functioning	NA	Replaced / Refurbished / Rectified	Within 24 Hours	NIL				
					Within 48 Hours	5	Warranty cost mentioned in commercial sheet for the respective item	NA	NA	
					Within 72 Hours	10				
					Within 96 Hours	15				
					More than 96 Hours	Bank will Replace / Refurbish / Rectify and Successful bidder needs to pay the actual cost incurred by the Bank within one week from the date of completion of such work in addition to the penalty which is applicable for 96 hours as mentioned above				

B. Active Components

S#	Measurement	Definition	Measurement Interval	Uptime /Availability	Impact	Penalty During				Remarks
						Warranty		AMC		
						%	Cost included	%	AMC charges included	
2	Active components	Damage / Degradation / Non functioning	NA	Replaced / Refurbished / Rectified	Within 12 Hours	NIL				
					Within 24 Hours	1	Warranty cost mentioned in commercial sheet for the respective item under Active components	5	AMC charges mentioned in commercial sheet for the respective item under Active components.	Only one/four such incident occur in quarterly/annually respectively. More than that event of default escalation for termination process
					Within 36 Hours	2		10		
					Within 48 Hours	3		15		
					More than 48 Hours	5		25		

C. Switching Fabric (Fabric Management Tool)

S#	Measurement	Definition	Measurement Interval	Uptime /Availability	Impact	Penalty During				Remarks
						Warranty		AMC		
						Cost included	%	AMC charges included		
3	Network	Performance	NA	Rectification	Within 24	NIL				

	Infrastructure monitoring solution	issue / Non functioning / Function not working			Hours					
					Within 48 Hours	1	Warranty cost mentioned in commercial sheet for the respective item under Active components	5	ATS charges mentioned in commercial sheet for the respective item under Active components	Only one/four such incident occur in quarterly/annually respectively. More than that event of default escalation for termination process
					Within 72 Hours	2		10		
					Within 96 Hours	3		15		
					More than 96 Hours	5		25		

D. Onsite Resource (L2)

Bidder will have to guarantee a minimum uptime of 99% (i.e. attendance of engineers), calculated on a monthly basis. Uptime percentage will be calculated as (100% less Person non attendance Percentage) *Personal non attendance percentage* will be calculated as *(Unavailable Time divided by Total Available Time),* calculated on a monthly basis.*Total Available Time* is 24 hrs per day per person for seven days a week. The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment.

The yearly SLA charges will be subject to an overall cap of 10% of the yearly resource cost and thereafter, the contract may be cancelled. In case if there is no pending invoices to be paid by the Bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai in favour of Bank of Baroda for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99%), as measured on a monthly basis.

In case any engineer / help desk personal is not available continuously for more than **4 hours a day** then the Bidder should immediately provide the Bank with an equivalent standby engineer or helpdesk persons for that engineer and helpdesk person respectively. If Bidder fails to

meet the uptime guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent quarter payment: **(Minimum Uptime Percentage – Uptime Percentage) x Current Year's Monthly contract value.**

Note

1. Uptime/Availability is considered without High Availability factor. However the failure of High availability equipment should be replaced/rectified within -12- hours of logging the call by the Bank/MSP.
2. High availability equipment is not rectified/replaced within 48 hours is considered as default and escalation with the Successful bidder management for termination.
3. The penalty amount will be calculated as per uptime/availability mentioned in the service level to an overall cap in a year 5% of the total contract value

Annexure 13–Masked Commercial Bid

Cost in Rs.

A. Passive components

Sr. No.	Description	Qty (X)	Measurement	Cost per Qty (Y)	Total cost (with 25 Yrs Wty) (X*Y)
1	CAT6A cable		Mtrs		0.00
2	Multimode OM4 Fibre cable		Mtrs		0.00
3	CAT6A port termination charges				0.00
4	Fibre port (OM4) termination charges				0.00
5	Mutiutility(CAT6A & FIBRE) Patch Panel (24 copper/48 Fibre) including face plate/information outlet		Nos		0.00
6	Cable tray		Nos		0.00
7	CAT6A Patch cord		Nos		0.00
7.1	3 Meters	2029	Nos		0.00
7.2	5 Meters	1218	Nos		0.00
7.3	7 Meters	812	Nos		0.00
7.4	10 Meters	200	Nos		0.00
8	**Multimode OM4 fibre patch cord**	X	X	X	
8.1	3 Meters	3756	Nos		0.00
8.2	5 Meters	2254	Nos		0.00

8.3	7 Meters	1503	Nos		0.00				
8.3	10 Meters	100	Nos		0.00				
8.4	20 Meters	50	Nos		0.00				
9	Network aggregation rack with dual PDU – 800 MM X 1200 MM with dual PDUs and Cable trays inside the rack	11	Nos		0.00				
10	Network aggregation rack (MOR) – 800 MM X 1200 MM with dual PDUs and cable trays inside the rack	7	Nos		0.00				
11	Server Rack with 32 Amps dual PDU – 600 MM X 1000 MM	8	Nos		0.00				
	Sub Total for Passive components (A)				**0.00**				

B. Active components

Sr. No.	Description	Qty (No's) (A)	Cost per Qty (B)	Total cost with 3 Yrs Wty (X=A*B)	AMC/ATS Charges (4th Yr)	AMC/ATS Charges (5th Yr)	AMC/ATS Charges (6th Yr)	3 Yrs AMC/ATS Cost	Total cost (i.e. 3 Yrs Wty + 3 Yrs AMC)
1	Switch Type 1 – (Spine Switches)	4		0.00				0.00	0.00
2	Switch Type 2 – (Spine Switches)	2		0.00				0.00	0.00
3	Switch Type 3 – (Leaf Switches)	2		0.00				0.00	0.00

4	Switch Type 4 – (Leaf Switches)	28		0.00				0.00	0.00
5	Switch Type 5 – (Leaf Switches)	50		0.00				0.00	0.00
6	Switch Type 6 – (Leaf Switches)	32		0.00				0.00	0.00
7	Switch Type 7 – (Leaf Switches)	24		0.00				0.00	0.00
8	Load Balancer	2		0.00				0.00	0.00
9	Router: Type 1	4		0.00				0.00	0.00
10	Router: Type 2	8		0.00				0.00	0.00
	Sub Total Cost for Active components (B)								**0.00**
C. One Time Cost (OTC)									
			Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Total cost**
1	Implementation Cost*			X	X	X	X	X	0.00
	Sub Total Cost for One Time Cost components (C)		X	X	X	X	X	X	**0.00**
D. Optional Items**									
			Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Total cost**

1	Onsite technical resources (L2) Cost on 24x7x365			X	X	X	X	X	0.00
2	1500 No's 10/25 Gb Ethernet SFP			X	X	X	X	X	0.00
Sub Total Cost for Optional Items (D)			X	X	X	X	X	X	**0.00**
Total Cost of 6 years for Design, Build and Transfer of Network Infrastructure ((A) + (B) + (C) + (D))									**0.00**

Note	
1	The prices offered to the Bank must be in Indian Rupees
2	No price increase on account of change in tax structure, duties, levies, charges etc shall be permitted
3	No price increase on account of exchange rate fluctuations
4	Bidder will enter into an onsite comprehensive AMC with the Bank, after the expiry of warranty period of 3 years to support the above mentioned Network Infrastructure (Group "B") for a minimum period of 3 (three) years
5	All the item mentioned in Group "A" is with 25 Yrs warranty and AMC charges for these items are not applicable
6	The price is inclusive of all taxes, duties, levies etc. except Goods & Service Tax (GST) wherever applicable, which will be paid extra at actuals
7	Post the handover process the successful bidder shall continue to provide necessary support and services the components supplied and installed by them at Mumbai during the warranty and AMC period. Post Implementation successful bidder will provide 1 No's onsite technical resources on 24x7x365 basis for managing/supporting the Network equipment/component at Mumbai during the contract period
8	All hardware and Software items should be as per technical specifications mentioned in Scope of Work
9	Notwithstanding the quantity as mentioned above, successful bidder will supply, install, configure and maintain the equipment if any additionally required for fulfilling the terms of RFP without any additional cost to the Bank.
10	For line Group "A" line items 1 & 2 Bidder need to arrive the length of the cable required as per design
11	For line Group "A" line items 3 & 4 Bidder need to consider Both the end termination
12	For line Group "A" line items 5 Bidder need to arrive the no. of patch panel required as per design. Bidder also should submit the calculation sheet arriving the no. of patch panel requirement
13	For line Group "A" line items 7 Bidder need to supply Factory tested patch cord only
14	For line Group "A" line items 10 Bidder need to consider One RACK Per ROW
15	For line Group "B" Bidder need to refer As per Annexure 12 A to Annexure 12 T

16	*One time Implementation Cost to be quoted by the bidder. However the details of items and cost to be provided as and when ask by Bank.
17	Specify the name of make and model having complied with Make in India Class I local content in Bill of Quantity(BoQ)
18	Specify the percentage of local content of the quoted make and model in Bill of Quantity (BoQ).
19	**Bank have discretion to avail the optional service items as follows:
	a. Bidder need to provide the onsite cost for one resource for 3 shift per days for each year (i.e 24x7x365) for 6 years. However Bank have discretion to avail the number of onsite support engineer as per requirement and the cost will be calculated based on the per resource cost provided by the bidder for 6 year. Bank may terminate the resource by providing 30 days' notice to the successful bidder.
	b. For the SFP module the number mentioned is indicative. However Bank have right to alter the quantity as per requirement and the price will be valid for throughout the contract period. If Bank require 20 no's SFP then the total cost will be divided by 1500 and accordingly 20 No's SFP cost will be arrived.
20	Bidder need to include the Switching Fabric (Fabric Management Tool) cost as part of the proposed solution.

Commercial Bid Submission on e-procurement portal:

1. Bidder needs to download the commercial bid excel file from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
2. Bidder needs to take a print of the same commercial excel file, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
3. Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory
Name:
Designation:

Vendor's Corporate Name

Annexure 14–Commercial Bid

Cost in Rs.

A. Passive components

Sr. No.	Description	Qty (X)	Measurement	Cost per Qty (Y)	Total cost (with 25 Yrs Wty) (X*Y)
1	CAT6A cable		Mtrs		0.00
2	Multimode OM4 Fibre cable		Mtrs		0.00
3	CAT6A port termination charges				0.00
4	Fibre port (OM4) termination charges				0.00
5	Mutiutility(CAT6A & FIBRE) Patch Panel (24 copper/48 Fibre) including face plate/information outlet		Nos		0.00
6	Cable tray		Nos		0.00
7	CAT6A Patch cord		Nos		0.00
7.1	3 Meters	2029	Nos		0.00
7.2	5 Meters	1218	Nos		0.00
7.3	7 Meters	812	Nos		0.00
7.4	10 Meters	200	Nos		0.00
8	**Multimode OM4 fibre patch cord**	X	X	X	
8.1	3 Meters	3756	Nos		0.00

8.2	5 Meters	2254	Nos		0.00	
8.3	7 Meters	1503	Nos		0.00	
8.3	10 Meters	100	Nos		0.00	
8.4	20 Meters	50	Nos		0.00	
9	Network aggregation rack with dual PDU – 800 MM X 1200 MM with dual PDUs and Cable trays inside the rack	11	Nos		0.00	
10	Network aggregation rack (MOR) – 800 MM X 1200 MM with dual PDUs and cable trays inside the rack	7	Nos		0.00	
11	Server Rack with 32 Amps dual PDU – 600 MM X 1000 MM	8	Nos		0.00	
	Sub Total for Passive components (A)				**0.00**	

B. Active components

Sr. No.	Description	Qty (No's) (A)	Cost per Qty (B)	Total cost with 3 Yrs Wty (X=A*B)	AMC/ATS Charges (4th Yr)	AMC/ATS Charges (5th Yr)	AMC/ATS Charges (6th Yr)	3 Yrs AMC/ATS Cost	Total cost (i.e. 3 Yrs Wty + 3 Yrs AMC)
1	Switch Type 1 – (Spine Switches)	4		0.00				0.00	0.00
2	Switch Type 2 – (Spine Switches)	2		0.00				0.00	0.00

3	Switch Type 3 – (Leaf Switches)	2		0.00				0.00	0.00
4	Switch Type 4 – (Leaf Switches)	28		0.00				0.00	0.00
5	Switch Type 5 – (Leaf Switches)	50		0.00				0.00	0.00
6	Switch Type 6 – (Leaf Switches)	32		0.00				0.00	0.00
7	Switch Type 7 – (Leaf Switches)	24		0.00				0.00	0.00
8	Load Balancer	2		0.00				0.00	0.00
9	Router: Type 1	4		0.00				0.00	0.00
10	Router: Type 2	8		0.00				0.00	0.00
	Sub Total Cost for Active components (B)								**0.00**
C. One Time Cost (OTC)									
			Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Total cost**
1	Implementation Cost*			X	X	X	X	X	0.00
	Sub Total Cost for One Time Cost components (C)		X	X	X	X	X	X	**0.00**
D. Optional Items**									

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total cost
1	Onsite technical resources (L2) Cost on 24x7x365			X	X	X	X	X	0.00
2	1500 No's 10/25 Gb Ethernet SFP			X	X	X	X	X	0.00
Sub Total Cost for Optional Items (D)			X	X	X	X	X	X	**0.00**
Total Cost of 6 years for Design, Build and Transfer of Network Infrastructure ((A) + (B) + (C) + (D))									**0.00**

Note	
1	The prices offered to the Bank must be in Indian Rupees
2	No price increase on account of change in tax structure, duties, levies, charges etc shall be permitted
3	No price increase on account of exchange rate fluctuations
4	Bidder will enter into an onsite comprehensive AMC with the Bank, after the expiry of warranty period of 3 years to support the above mentioned Network Infrastructure (Group "B") for a minimum period of 3 (three) years
5	All the item mentioned in Group "A" is with 25 Yrs warranty and AMC charges for these items are not applicable
6	The price is inclusive of all taxes, duties, levies etc. except Goods & Service Tax (GST) wherever applicable, which will be paid extra at actuals
7	Post the handover process the successful bidder shall continue to provide necessary support and services the components supplied and installed by them at Mumbai during the warranty and AMC period. Post Implementation successful bidder will provide 1 No's onsite technical resources on 24x7x365 basis for managing/supporting the Network equipment/component at Mumbai during the contract period
8	All hardware and Software items should be as per technical specifications mentioned in Scope of Work
9	Notwithstanding the quantity as mentioned above, successful bidder will supply, install, configure and maintain the equipment if any additionally required for fulfilling the terms of RFP without any additional cost to the Bank.
10	For line Group "A" line items 1 & 2 Bidder need to arrive the length of the cable required as per design
11	For line Group "A" line items 3 & 4 Bidder need to consider Both the end termination
12	For line Group "A" line items 5 Bidder need to arrive the no. of patch panel required as per design. Bidder also should submit the calculation sheet arriving the no. of patch panel requirement
13	For line Group "A" line items 7 Bidder need to supply Factory tested patch cord only
14	For line Group "A" line items 10 Bidder need to consider One RACK Per ROW

15	For line Group "B" Bidder need to refer As per Annexure 12 A to Annexure 12 T
16	*One time Implementation Cost to be quoted by the bidder. However the details of items and cost to be provided as and when ask by Bank.
17	Specify the name of make and model having complied with Make in India Class I local content in Bill of Quantity(BoQ)
18	Specify the percentage of local content of the quoted make and model in Bill of Quantity(BoQ)
19	**Bank have discretion to avail the optional service items as follows:
	a. Bidder need to provide the onsite cost for one resource for 3 shift per days for each year (i.e 24x7x365) for 6 years. However Bank have discretion to avail the number of onsite support engineer as per requirement and the cost will be calculated based on the per resource cost provided by the bidder for 6 year. Bank may terminate the resource by providing 30 days' notice to the successful bidder.
	b. For the SFP module the number mentioned is indicative. However Bank have right to alter the quantity as per requirement and the price will be valid for throughout the contract period. If Bank require 20 no's SFP then the total cost will be divided by 1500 and accordingly 20 No's SFP cost will be arrived.
20	Bidder need to include the Switching Fabric (Fabric Management Tool) cost as part of the proposed solution.

Commercial Bid Submission on e-procurement portal:

1. Bidder needs to download the commercial bid excel file from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
2. Bidder needs to take a print of the same commercial excel file, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
3. Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory
Name:
Designation:

Vendor's Corporate Name

Annexure 15-Performance Guarantee

BANK GUARANTEE
(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS M/S …… (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. …… dated …… (hereinafter referred to as "PO") for …… ……

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. ……. Dated …….. for …… …… (hereinafter referred to as "RFP"), theBidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs……./- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

AND WHEREAS at the request of the Bidder, WE, ……..……,a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's ..... Office at …… and a branch interalia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address) .....through our local office at ..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We ..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. ……...../-(Rupees ……..only) against any loss

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

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

the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

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

Dated this the …… day of …….., 20…..
For and on behalf of
Branch Manager
Seal and Address

Annexure 16-Bank Guarantee for early release of retention money

BANK GUARANTEE

(FORMAT OF BANK GUARANTEE)

To

Chief Technology Officer
Bank of Baroda, Baroda Sun Tower
BandraKurla Complex Bandra (E), Mumbai 400 051

Dear Sir,

WHEREAS …..…… (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at …….., (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (BOB) vide their Purchase Order no. …… dated ……. (hereinafter referred to as "PO") for ……. …….

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

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

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs. ……/- (Rupees …… only)representing balance 10% of the consideration amount payable to the Bidder in terms of, the said agreement, we ……. (Bank) having our head office at …… and amongst other places, a branch at …….. (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of Bidder committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we …….…… (bank) shall on demand, pay BOB without any demur Rs. ……/- (Rupees …… only)and notwithstanding any right the Bidder may have against BOB or any disputes raised by the Bidder or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the Bidder, indulgence shown to the Bidder by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Bidder by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of

warranty period), or until discharged by BOB in writing.

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

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

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

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

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

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

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

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

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

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

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

Dated this ..... day of..... 201 at .....
For and on behalf of..... (Bank).
Authorized Signatory ..... in favor of the Bank
Designation .....

Annexure 17 – Integrity Pact

PRE CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

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

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as "**BOB**"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and.....hereinafter referred to as"The Bidder /Bidder"

Preamble

BOB is a one of the nationalized PSU Bank having its presence through its _____ number of branches and _____ administrative offices throughout India and _____ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

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

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of BOB

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

Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Bidder(s)

a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

b. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

c. The Bidder(s) / Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Bidder(s). 6-7}

f. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

g. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

3. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Bidder(s),before award or during execution has committed a transgression through a violation of Section2, above or in any other form such

as to put the unreliability or credibility in question ,the BOB is entitled to disqualify the Bidder(s)/Bidder(s)from the tender process or take action as per law in force (pagenos.8-17).

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders I Bidders I Sub Bidders

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

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

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

Section 8 - Independent External Monitor

1. The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Harishwar Dayal dayalagra@gmail.com appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Bidders as confidential.

3. The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
5. The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word **'Monitor'** would include both singular and plural.

Section 9 Facilitation of Investigation

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

Section 10 - contract has been awarded.Any violation of the same would entail disqualification of the Pact Duration

This Pact begins when both parties have legally sign edit. It expires for the selected Bidder till the contract period, and for all other Bidders6 monthsafterthebiddersandexclusionfromfuturebusinessdealings.

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

Section 11 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB,i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or sever all provisions of this agreement turn out to be invalid ,the remainder of this agreement remains valid. In this case ,the parties will strive to come to an agreement to their original intentions.
5. Issues like scope of work, Warranty/Guarantee etc. Shall be out side the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

_____ _____

(For&OnbehalfoftheBOB)(For&OnbehalfofBidder/ Bidder)

(Office Seal) (Office Seal)

Place----------

Date----------

Witness1:

(Name & Address) _____

Witness2:

(Name & Address) _____

Annexure 18 - SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT

This Agreement is made in Mumbai this……. Day of …….. 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as "Bank" (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____, hereinafter referred to as "the Service Provider" (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as "Party" and collectively as "Parties")

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 25 countries. Bank desires to select a Service Provider for Supply, Installation & Maintenance of Network Hardware at Bank Branches / Offices and had invited offers.

In response to RFP no ---------- dated ---------- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of Supply, Installation & Maintenance of Network Hardware. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a ----------.

It was a condition in the RFP that the Parties would enter into a Service Level and Non Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

I. Bank, BOB means 'Bank of Baroda'
II. ATP means Acceptance Test Procedure
III. AMC means Annual Maintenance Contract
IV. BFSI means Banking, Financial services and Insurance
V. DC Means Data Centre
VI. DR Means Data Recovery Centre
VII. MSP means Managed Service Provider of the Bank.

VIII. SLA means Service Level Agreement
IX. Total Cost of Ownership (TCO)
X. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period ----------, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

4. STANDARDS

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

5. Project Details Scope of Work (As annexure)

(Terms mentioned in the RFP)

6. DOCUMENTATION

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/hindi.

7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No..

Escalation matrix for support should also be provided with full details.

8. SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

9. COVENANTS OF THE SERVICE PROVIDER

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

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

(i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or

(ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

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

The Service Provider:

i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.

iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.

v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.

vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.

viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.

ix. shall not work in a manner which, in the reasonable opinion of BANK , may be detrimental to the interests of BANK and which may adversely affect the role,

duties, functions and obligations of the Service Provider as contemplated by this Agreement.

x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.

xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

10. CONFIDENTIALITY

TheService Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.

c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.

e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;

iii. Was disclosed or parted with the prior consent of BOB;

iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

11. INDEMNITY

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

- Bank’s authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors

- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this 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 Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

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

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Service Provider in the defense and settlement of the claims.

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

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

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

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or

- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;

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

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

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

12. PROPERTY RIGHTS

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

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

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

13. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs ----------/- (Rupees _____Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of ___months with additional claim period of three months after expiry of validity period.

14. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

breaches any of its obligations set forth in this agreement and Such breach is not cured within 15) Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

Effect of termination

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

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

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.

- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

15. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

16. LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India.both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts..

ARBITRATION

a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.

b) If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.

c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

e) The place of arbitration shall be _____. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

17. AUDIT

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

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

18. **LIMITATION** OF LIABILITY

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

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

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

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

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

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

19. PUBLICITY

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

20. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

21. SUBCONTRACTING

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

22. ASSIGNMENT

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

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

23. NON – SOLICITATION

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

The above clause shall not applicable in case the recruitment done through public advertisement.

24. VICARIOUS LIABILITY

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

25. FORCE MAJEURE

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

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

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

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

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

26. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief Technical Officer

Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra (East), Mumbai- 400051

ATTN: Assistant General Manager (IT)

If to the … ……..

Address_____

ATTN: _____

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP _____ , offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents

and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda	For
_____	_____
Name:	**Name:**
Designation:	**Designation:**
Witness 1 :	**Witness 1 :**
Witness 2 :	**Witness 2 :**

Annexure 19 - Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date:

_____S/o, D/o, W/o_____, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: ……..dated……..

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause **9(f) of Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Telecom Product/Services/Works for which the certificate is produced Procuring agency to whom the certificate is furnished
iv. Percentage of LC claimed
v. Name and contact details of the unit of the manufacturer
vi. Sale Price of the product
vii. Ex-Factory Price of the product
viii. Freight, insurance and handling
ix. Total Bill of Material
x. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
xi. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
xii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of _____ (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No. and date>

Annexure 20 - Format for Domestic Value Addition in terms of guidelines issued for procurement of notified products by Government

Item No.	Item Description	Manufacturer/ Supplier	Country of Origin	Value	Domestic Value addition in Percentage

For and on behalf of _____(Name of Firm/entity)

Authorized signatory (To be fully authorized by the Board of Directors)

<Insert Name, Designation and Contact no. and Date>

Annexure 12A to 12T – Technical Specification (attached as separate sheet)

Appendix 1– Port Count (attached as separate sheet)

Appendix 2 –Bill of Quantity (attached as separate sheet)

Appendix 3 –Rack Layout (attached as separate sheet)