

BCC:IT:PROC:114:19

Date: 6th May 2022

Tender for selection of Insurer for providing the Transit Insurance Policy for shifting of IT Infrastructure from Baroda Sun Tower to Sify Infinity Spaces Ltd., Mumbai

A. BANK PROFILE

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 bid document, hereinafter called Tender, to eligible Vendors, hereafter called as ‘Bidders’, to participate in the competitive bidding. The participating Bidder must comply with the eligibility criteria and agree to all our terms & conditions mentioned under this Tender document.

B. BRIEF PROJECT REQUIREMENT

Bank is desirous of insuring various risks associated with the shifting (Power-OFF, Unmounting, Transit, Mounting, and Power-ON) of various IT infra Equipment (like Server, Network, and Storage devices) from Bank of Baroda office at Cyber Pearl, Hi-Tech city to Bank of Baroda office at Telecom Nagar, Gachibowli. Detailed scope of the work is attached as Annexure-I

C. TENDER DELIVERY DETAILS

The Bidders are requested to submit their Bid in One Envelope with Commercial bid in a sealed envelope superscribed as “Commercial bid” with compliance sheet and Eligibility compliance document.

• **Addressed to**

Chief Technology Officer,
Baroda Sun Tower, Bank of Baroda,
C 34, G Block, Bandra Kurla Complex,
Mumbai, 400051.

• **Delivered at** the following address latest by 27th May 2022 by 2.00 PM

Mr. Rajat Malik
Officer (IT)
Baroda Sun Tower, Bank of Baroda,
C 34, G Block, Bandra Kurla Complex,
Mumbai, 400051.
Tel – 022 – 6698 3062

D. IMPORTANT DATES

#	Particulars	Timeline
1	Tender Issuance Date	6 th May 2022
2	For any clarification / queries related to this tender	Email: arnab.das@bankofbaroda.com / rajat.malik@bankofbaroda.com Contact No. : 022-6698 3062

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3	Pre-bid Meeting	Date & Time: 12 th May 2022, 2:30 PM Meeting Mode : Microsoft Team Bidder need to send their email address for attending the Pre-bid meeting one days before the Pre-bid meeting date i.e. by 11 th May 2022
4	Last Date of Submission of Tender Response (Closing Date)	2.00 PM on 27 th May 2022 Mode : Offline
5	Bid Opening Date (Eligibility)	2:30 PM on 27 th May 2022
6	Bid Opening Date (Commercial)	To be communicated to successful bidder

E. SUBMISSION DETAILS

As part of the submission the Bidder should submit the following details in a sealed envelope:

Eligibility Criteria: The bidder should directly meet the following Eligibility Criteria:

- Approved by IRDA.
- Letter of acceptance of all terms and conditioned mentioned in the tender
- Cover following Nature of Risk during transit

S. No.	Risk Cover	(Yes / No)
1	All Risk Inland Transit Clause.	
2	Loss or Damage due to- Fire, explosion, lightning.	
3	Overturning or derailment of land conveyance.	
4	Breakage of Bridge.	
5	Collision with or by the vehicle.	
6	Overturning of the carrying vehicle.	
7	Derailment or accidents of like to the carrying vehicle.	
8	Non delivery of the entire consignment.	
9	Burglary, Theft & pilferage.	
10	Fresh water damage, monsoon water damage, and rain water damage.	
11	Damage by hooks, Nails, Oil, Chemicals. Acids & other extraneous substances.	
12	Flood, storm, cyclone, landslide and allied perils	
13	Non-delivery (TPND), Terrorism, malicious act.	
14	Faults in erection.	
15	Human errors, act of negligence.	
16	Electrical and mechanical breakdown	
17	Short circuiting, arcing, excess voltage	
18	Collapse, damage due to foreign objects, impact damages	
19	Any other sudden, unforeseen, accidental damages not explicitly excluded	

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20	Loss/Damage to external Data Media i.e. Tapes, Discs, magnetic drives etc caused by any peril. The cost of restoration, costs for replacement of data media, data and regeneration of data.	
21	War, war-like operations	
22	Wind damage, Collisions, Earthquakes, Lightning, Cyclone, tornado or hurricane;	
23	the action(s) of: (a) people taking part in riot or civil commotion; (b) malicious people; (c) strikers or locked out workers; or (d) people taking part in labour disturbances;	
24	Apparatus and Pipes, Missile Testing operations, Leakage from Automatic Sprinkler Installations, Bush Fire (Fire & Allied Perils), Negligence, Lack of Skill, Carelessness.	
25	Impact by vehicles, watercraft or animals, impact by aircraft, other aerial devices or articles dropped from them; accidental damage;	

Eligibility and Compliance of above risk coverage should be sealed in one envelope (**mentioned on the top of the envelope as Eligibility and Compliance**) and Commercial Bid as per format in Annexure II to be sealed in another envelope (**mentioned on the top of the envelope as Commercial**). Both the sealed envelopes should be put together in one envelope and then sealed & mentioned as under:

“ELIGIBILITY CUM COMMERCIAL BID FOR BANK OF BARODA – Tender for Selection of Insurer for providing the Transit Insurance Policy for shifting of IT Infrastructure from Baroda Sun Tower to Sify Infinity Spaces Ltd., Mumbai – TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE

Bidder Details:

NAME, EMAIL ADDRESS, CONTACT NUMBER” on the top of the envelope.

F. EVALUATION METHODOLOGY

Bidders who meet the Eligibility criteria would only qualify for the Commercial Bid evaluation. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis. Accordingly the L1 (Lowest Bidder) would be arrived.

The Bidders are expected to provide commercial bid as per Annexure-II without adding any conditions / deviations in the commercial bid format. Any such conditions / deviations may make the bid liable for disqualification.

G. 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 empanelled 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 tender, 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 tender, agree to the process and conditions of the normalization process.

H. OTHER TERMS

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the Bidder in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time.

Mere response to the tender will not entitle nor confer any right on the Bidders for supply/sale to the bank.

I. 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.

Bank will release payment as per follows:

1. Advance payment of 50% of the total cost plus 100% GST (wherever applicable) at actuals.
2. 30% of total cost will be paid on completion of 50% shipment.
3. 20% of total cost will be paid on completion of 80% shipment.

J. INSURANCE COMMENCEMENT

The transit insurance for the IT infra equipment should be covered for a period of six month from the date of commencement of initial shipment of the equipment. The shipment of the infrastructure will be happen different Waves. The shipment date of IT Infrastructure in different waves will be informed in advance to the successful bidder.

K. FORCE MAJEURE

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

L. ARBITRATION

In the event of a dispute or difference of any nature whatsoever between Bank of Baroda and the Bidder during the course of the assignment arising as a result of this proposal, the same will settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bank of Baroda and Bidder will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank of Baroda's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

M. CONFIDENTIALITY

The Bidder shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by Bank of Baroda. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by Bank of Baroda. Further, Bank of Baroda shall have right to regulate Bidder staff.

N. INFORMATION AND SECRECY

The Bidder must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with the conditions imposed.

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O. PUBLICITY

The Bidder shall not advertise or publicly announce that he is undertaking work for Bank of Baroda without written consent of Bank of Baroda.

P. TERMINATION FOR DEFAULT

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

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

Q. NO EMPLOYER EMPLOYEE RELATIONSHIP

The Bidder or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

R. AUTHORIZED SIGNATORY

The Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The 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.

Annexure I - Scope of Work

1. GOODS TO BE INSURED

IT Centre Equipment like Servers, Networking Devices, Storage Devices, Racks, Cables, Electrical devices. (Complete inventory detail will be shared with successful bidder)

2. PERIOD OF INSURANCE

The period of Insurance Cover shall be of 6 months from the date of initial shipment of the IT infra equipment. Insurance of a particular lot should be valid for six month from the date of shipment of equipment or upon acceptance of the successful installation of the equipment by the Bank whichever is earlier.

3. NATURE OF RISK TO BE COVERED DURING TRANSIT

- 1) All Risk Inland Transit Clause.
- 2) Loss or Damage due to- Fire, explosion, lightning.
- 3) Overturning or derailment of land conveyance.
- 4) Breakage of Bridge.
- 5) Collision with or by the vehicle.
- 6) Overturning of the carrying vehicle.
- 7) Derailment or accidents of like to the carrying vehicle.
- 8) Non delivery of the entire consignment.
- 9) Burglary, Theft & pilferage.
- 10) Fresh water damage, monsoon water damage, and rain water damage.
- 11) Damage by hooks, Nails, Oil, Chemicals. Acids & other extraneous substances.
- 12) Flood, storm, cyclone, landslide and allied perils
- 13) Non-delivery (TPND), Terrorism, malicious act.
- 14) Collapse, damage due to foreign objects, impact damages
- 15) Any other sudden, unforeseen, accidental damages not explicitly excluded
- 16) Wind damage, Collisions, Earthquakes, Lightning, Cyclone, tornado or hurricane;
- 17) the action(s) of:
 - (a) people taking part in riot or civil commotion;
 - (b) malicious people;
 - (c) strikers or locked out workers; or
 - (d) people taking part in labour disturbances;

4. VALUE OF INSURANCE

The value of Insurance is approx. Rs. 390 Crores.

5. MODE OF OPERATIONS:

By Road from any place to any place within the city limit of Mumbai in India.

6. BASIS OF SUM INSURED

Contracted/Invoice value of equipment plus 10% to cover incidental expenses (like GST, Transportation, Loading and Unloading Charges and other actual expenses).

7. INTERVALS FOR DECLARATIONS

Declaration for aggregate value would be furnished before transit by way of a letter.

8. ACCOUNTING OF PREMIUM

The premium paid in advance under the policy is subject to adjustment, on expiry of period of insurance, on the basis of actual amounts declared at the end of the transit policy period.

9. SURVEY & CLAIM SETTLEMENTS

In the event of occurrence of an Accident, Bank would intimate to the Insurance Company for appointment of surveyor for assessment of loss. Assessment to be completed by the Surveyor on priority basis within 24 hours of the incident and the surveyor has to submit his final survey report within one week. The payment of the claim should be released by the Insurance Co. within 30 days from the date of incident. In case payment is expected to be delayed beyond 30 days, Insurance Co. should make on the Account payment of 75% of claim amount. In case of Non-delivery/Theft/Pilferage Bank would intimate such instances immediately on detection to insurers Investigator / Tracer who would appoint to search the goods.

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Annexure II: Commercial Bid Format

(Amt. in Rs.)

Rate	Amount
One Time Insurance Cost	0.00
Total Cost of Ownership	0.00

Note:

- SUM INSURED OF RS. 390 Crore. If any addition of asset during the transition period over and above mentioned sum insured value, bidder need to cover the same proportionate to the insurance cost for sum assured value mentioned.
- All Deliverables to be supplied as per requirements provided in the tender.
- The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- All the commercial value should be quoted in Indian Rupees.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.

Place:

Date:

Seal & Signature of the bidder