



**Bank of Baroda invites Tender
for
Supply, Installation, Testing & Commissioning of
13 nos. of Desktop based VC Systems at Bank's
various offices- PAN India**



बैंक ऑफ बड़ौदा
सुविधाएं प्रबंधन विभाग, पहला मंजिल,
बड़ौदा कॉर्पोरेट सेंटर, सी-26, जी-ब्लॉक,
बान्द्रा कुर्ला कॉम्प्लेक्स, बान्द्रा (ई), मुंबई - 400051
BANK OF BARODA
FACILITIES MANAGEMENT DEPARTMENT
1st Floor, Baroda Corporate Centre,
C-26, G-BLOCK, BANDRA KURLA COMPLEX,
BANDRA (EAST), MUMBAI-400051

TENDER REFERENCE NUMBER: BOB/FM/BCC/110/VC/2

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SECTION A
INTRODUCTION

Definitions of some common terms & Abbreviations	
Bidder / Respondents	Reputed Manufacturers/Vendors/Distributors which participate in tendering to make an offer
Contractor/Supplier/Vendor	Final successful Bidder to whom the contract will be awarded
L1	The best competitive offer or The Lowest Bidder
Bank	Bank of Baroda
RFP	Request for Proposal
EMD	Earnest Money Deposit
CBS	Core Banking Solution
OEM	Original Equipment Manufacturer
SLA	Service Level Agreement
CAMC	Comprehensive Annual Maintenance Contract
MOU	Memorandum of Understanding
IST	Indian Standard Time GMT +5:30
INR	Indian Rupee
SITC	Supply, Installation, Testing and Commissioning
PBG	Performance Bank Guarantee

Notice:

Bank of Baroda, Facilities Management Department, BCC, Mumbai, invites offers from prospective Vendors/Integrator for Supply, Installation, Testing and Commissioning of new of 13 nos. of Desktop based VC Systems at Various offices of Bank across PAN India. Interested bidders can access Tender from Tenders Section of Bank of Baroda's website www.bankofbaroda.com

Further "Corrigendum" or "Addendum" (if any) shall be issued on Bank's website only and prospective Bidders have to keep checking our website for any additional instructions/ Addendum, if any till 48 hours of tender submission time. Bidders who quote tender without attaching tender or the addendum if any will be rejected.

The Bank reserves the right to reject any / all applications without assigning any reason whatsoever.

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 a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



Schedule of Tender		
1.	Tender No.	BOB/FM/BCC/110/VC/2
2.	Date of start of Tender	20.12.2018
3.	Last date & time for submission of Technical & Commercial Bid	10.01.2019 & 15:00 hrs IST
4.	Date & time of opening of Part-I - Technical Bid	10.01.2019 & 15:30 hrs IST
5.	Date & time of opening of Part-II - Commercial Bid	Date of opening of Part II i.e. Commercial bid shall be informed separately.
6.	Last date of submission of EMD through RTGS/NEFT/DD	10.01.2019 & 15:00 hrs IST
7.	Earnest Money Deposit	Rs 25,000.00 INR (Rupees Twenty Two Thousand only)
8.	Address for submission of bids (technical as well as commercial bids)	Bank of Baroda Facilities Management Department 1st Floor, Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051.

Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.

The TENDER response shall be submitted in two parts. Part I shall comprise of Technical Bid plus EMD and Part II shall contain Commercial Bid. Sealed tender shall be submitted in three separate envelopes consisting of the following:

1. Cover 1 : Part – I- Technical Bid including prequalification documents.
2. Cover 2 : Earnest Money Deposit (EMD).
3. Cover 3 : Part – II- Price Bid.

Cover 1: Part – I, Technical Bid shall contain following documents:

1. Technical bid accepting terms and conditions of the tender.
2. Pre-qualification documents Specified in Section B and Section C

Cover 2 : Shall contain interest free **Earnest Money Deposit (EMD)** amounting to **₹25,000/-** (Rupees Twenty Five Thousand only).

Bidder shall submit Earnest Money Deposit (EMD) amount online through NEFT/RTGS on the details below:

Bank: BANK OF BARODA
Branch: Bandra East
IFSC: BARB0BANEAS ('0' is Zero)
Account Type: OD
Account No.: 29040400000418
Account Name: BCC Estate Management Dept.

DD/BC should be in the name of "BANK OF BARODA" payable at Mumbai.

Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt/ Insurance guarantee or Cheque.

Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC, MSME etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in place of receipt of NEFT/RTGS.



Any changes in the technical / prequalification criteria mentioned in this Tender Document shall be inserted as addendum/corrigendum in the tender section of Bank's Website.

Cover 3 : Part – II - Price Bid shall contain following documents.
BOQ with rates without any condition (Refer Section F, Price Bid) duly signed and sealed by the bidder in all pages. Conditional offers shall be summarily rejected.

The bidder shall clearly write on **Cover - 1**: the words – **“Tender for Supply, Installation, Testing & Commissioning of 13 nos. of Desktop based VC Systems at Bank's various offices- PAN India**

On Cover 2 – “EMD for Tender for Supply, Installation, Testing & Commissioning of 13 nos. of Desktop based VC Systems at Bank's various offices- PAN India

The bidder shall clearly write on **Cover - 3** the words - **“PRICE BID FOR Tender for Supply, Installation, Testing & Commissioning of 13 nos. of Desktop based VC Systems at Bank's various offices- PAN India**

Price Bid should contain BOQ with rates without any condition and sign & seal of the bidder on all pages.

The tender not accompanied with earnest money will be summarily rejected and their tender will not be opened.

Three items (i) Technical Bid, Cover-1 (ii) Earnest Money Deposit (EMD) instrument, Cover-2 and (iii) Price Bid, Cover-3 should be placed in another **single cover** and super scribed **“Tender for Supply, Installation, Testing & Commissioning of 13 nos. of Desktop based VC Systems at Bank's various offices- PAN India”** and submitted in the tender box kept at the following address:

**The General Manager & Head
(FM, COA & DMS)
Facilities Management Dept.
Baroda Corporate Centre,
C – 26, G - Block,
Bandra Kurla Complex,
Bandra (East), Mumbai 400 051.**

Tender documents downloaded from Bank's website shall only be accepted.

Date of opening of Price Bid Part-II shall be advised separately

For any further information on the tender, following offices / persons to be contacted:

- 1. Mr. G. M. Das**
Chief Manager
Ph. no. 022-66985106
- 2. Mr. Kausthub V.**
Sr. Manager (Electrical)
Ph. No: 022- 66985769
- 3. Mr. Abhinav Pushpam,**
Officer (IT)
Ph. No: 022- 66985119

All email communication shall only be made on : em.bcc@bankofbaroda.com



SECTION C

BIDDER'S PROFILE

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents uploaded should be attested by the bidder.**

Sr. No.	Description	Bidders Response
1.	Name of the Bidder/Firm	
2.	Whether OEM or Authorized Dealers	
3.	Permanent Account Number	
4.	GST No.	
5.	Registered Office address	
6.	Office address at different part of India	
7.	Email Address	
8.	Phone/Mobile nos.	
9.	Year of Establishment	
10.	Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)	
11.	Name of Director/Partner/Proprietor	
12.	Name of the person who have power of attorney or Authorized Signatory	
13.	Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code	
14.	Escalation matrix for Service or sales issue.	
15.	Details of EMD submitted to Bank of Baroda	

- Bidder can use a separate sheet if required



SECTION D

ELIGIBILITY CRITERIA

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents uploaded should be attested by the bidder.**

Prequalification Criteria for Principal Vendor (Bidder) who is submitting the bid.			
	Prequalification Criteria	Bidders Response (Yes/No)	Documents Required
1.	Bidder should have made profits during last three financial years. (2015-16, 2016-17, 2017-2018).		Copy of the last three years audited financial statements
2.	Bidder must be an authorized dealer/distributor/partner of the OEM from at least last 5 years		Copy of the letter for authorized partner.
3.	Letter from OEM regarding the unconditional acceptance of terms and conditions related to support to their products during warranty period of -5- years, if vendor fails to do so.		Unconditional acceptance letter from OEM for back to back service agreement is mandatory.
4.	The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 30.11.2018) a) Three similar completed works each of value not less than the value equal to Rs. 10.00 lacs. OR b) Two similar completed works each of value not less than the value equal to Rs. 12.50 lacs. OR c) One similar completed works each of value not less than the value equal to Rs. 20.00 lacs.		Copy of Purchase Orders/Work completion certificate.
5.	Bidder must be an Indian firm company/organization registered under Companies Act		Certificate of incorporation issued by Registrar of Companies
6.	Bidder should have their office/service center in PAN India		Copy of address and contact number
7.	Bidder will be required to provide a letter of authorization letter (MAF) from the proposed OEM for submitting the offer.		Authority Letter from OEM



SECTION E
TERMS & CONDITIONS

1.	General Terms & Conditions
	Tender form has to be downloaded from the Bank's website www.bankofbaroda.com (tender section). Application form available on website alone needs to be used. Tender forms will be available on the bank's website from 20/12/2018 till 10/01/2019 upto 15:00hrs.
2.	Total Security Deposit (EMD + ISD + Retention Money)
	Earnest Money Deposit (EMD) Earnest Money Deposit of ₹ 25,000.00 (Rupees Twenty Five Thousand only) has to be submitted through NEFT/RTGS/DD. The Earnest Money Deposit of unsuccessful bidders will be refunded on acceptance of the work order by the successful bidder. Earnest Money Deposit shall not carry any interest. The EMD of successful bidder will be adjusted while settling the final bill. The Earnest Money Deposit will be forfeited if: <ul style="list-style-type: none">➤ The bidder withdraws his tender before processing of the same.➤ The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank➤ The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this Tender.➤ The bidder violates any of the provisions of the terms and conditions of this tender specification
3.	Initial Security Deposit (ISD) & Retention Money (RM)
	Initial Security Deposit: 2% of contract amount including EMD. The successful bidder(s) shall be responsible to deposit Initial security deposit @ 2% of the Total Contract Value including EMD at our office by way of demand draft in favour of Bank of Baroda, payable at Mumbai within 15 days from the date of letter of intent (LOI)/Purchase order. Thus, the contractor has to submit the difference amount only after adjusting EMD. Retention Money (RM): Apart from the EMD & Initial Security Deposit to be deposited by the successful bidder as aforesaid, additional Retention Money shall be deducted from overall contract value from the final bill, provided that the total Security Deposit i.e. the Initial Security Deposit amount + the Retention amount shall together not exceed 5% of the Contract price as determined after considering all variations as approved. The Total Security Deposit will be refunded by the bank after the expiry of warranty (five years from the date of successful commissioning of the system). No interest shall be paid on this security deposit. Bank may consider accepting ISD in the form of Bank Guarantee issued by any Scheduled Bank in the format supplied/approved by the Bank.
4.	Performance Bank Guarantee:
	The selected bidder has to provide an unconditional and irrevocable Performance Bank Guarantee of 5% of the contract value from a Scheduled Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of Tender document, within 15 days from the date of letter of intent (LOI)/Purchase order. The Performance Bank Guarantee shall be kept valid three months, beyond the warranty period (i.e. total for 63 months).
5.	Payment Terms
	<ul style="list-style-type: none">• The total cost for each devices/Unit shall be released on delivery, successful installation, integration and demonstration of all functional features and acceptance test. However, Retention Money shall be deducted as per clause no. E.3.• No advance or interim payment shall be permitted under any reason, whatsoever.• The Bank will release the payments, within a period of 15 working days from the date of receipt of bill on along with all the relevant documents. Any dispute regarding the relevant documents will be communicated to the selected Bidder within 5 days from the date of receipt of bill. After the dispute is resolved, Bank shall make payment within 15 working days from the date the dispute stands resolved.



	<ul style="list-style-type: none">At payment time, bidder submits the all Original/a copy of document with duly signed by the Bank's official and detailed packing list.The bidder shall also submit the documented Acceptance test reports and Acceptance certificate signed by the Bank's official indicating satisfactory completion of acceptance test.Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms
6.	Place of Order
	Order will be placed by Facilities Management Deptt, Corporate Office Mumbai & Payment will also be released by our office on production of following documents. A. Original copy of Invoice B. Original copy of Delivery Challan C. Original copy of Installation report D. Site Test Report & acceptance from each Bank's office where device has been installed confirming satisfactory working of the system. E. Bidders shall make necessary arrangements for processing the purchase orders including the road permit, if any.
7.	Validity Period of the Offer
	The offer shall remain valid for -12- months from the date of submission of tender document. However, Bank reserves the right to extend the period on mutual consent with the successful bidder.
8.	Authorized Signatory
	The selected Bidder shall submit, at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or 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. The selected Bidder shall indicate the authorized signatory/ies who can discuss and correspond with the bank, with regard to the obligations under the contract.
9.	Bank of Baroda reserves the right to
	<ul style="list-style-type: none">➤ Reject any or all responses received in response to the Tender➤ Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery➤ Cancel the selection process as per Tender at any stage, without assigning any reason whatsoever➤ Alter the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
10.	Cancellation of contract and compensation
	The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in the following circumstances: A. The selected Bidder commits a breach of any of the terms and conditions of the Tender/contract. B. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise C. The progress regarding execution of the contract made by the selected Bidder is found to be unsatisfactory. D. If the delivery is delayed by more than three weeks from the due date of delivery. E. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions of contract, The Bank would provide 30 days notice to rectify any breach/ unsatisfactory progress
11.	No Legal Relationship
	No binding legal relationship will exist between any of the Recipients / Respondents and Bank of Baroda until execution of a contractual agreement.
12.	Disqualification
	Any form of canvassing/lobbying/influence/query regarding short listing status etc will be a disqualification.
13.	Pre-Shipment Inspections
	Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may visit the factory site, if required.
14.	Transportation and Insurance



	<p>The cost of quoted shall include insurance and freight. However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover shall be provided by the Bidder till the successful installation of the System. The Bidders, by submitting this offer, also assure and indemnify the Bank that the goods would be replaced at no cost to Bank in case insurance cover is not provided.</p>
	<p>Liquidated Damages</p> <ul style="list-style-type: none">➤ Bidder will have to pay liquidated damages (LD) to Bank of Baroda @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week for late delivery beyond due date of delivery, to a maximum of 3% of the contract value. If delay exceeds three weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.➤ Bidder will have to pay Liquidated damages to Bank @ 0.1% of the contract value inclusive of all taxes, duties, levies etc., per day to maximum of 2% of the contract value, for delay in installation, if the delay is caused owing to reasons attributable to the Bidder.➤ If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract as a whole or to accept performance already made by the bidder and get the remaining Contract performed by another contractor. All expenses incurred by the Bank in calling fresh bids will be borne by the bidder subject to a maximum of 5 % of contract value as Liquidated Damages for non-performance.
14.	<p>Completion Period</p> <p>The work shall be completed in all respect within 6 weeks from the date of PO Acceptance of work order.</p>
15.	<p>Limitation of Liability</p> <p>Vendor's aggregate liability in connection with obligations undertaken as part of the tender regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the Total Contract Value of the Transaction. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or third party claims or breach of confidentiality obligations shall be unlimited. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP/tender. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the services provided/ product procured in this tender) against Bidder. Under no circumstances can there be multiple claims by any Party for the same event giving rise to liability. "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person. "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.</p>
16.	<p>Force Majeure</p> <p>Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control like riots, civil commotion, war, lightning ,earthquake, flood, fire, strike etc. then 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.</p>
17.	<p>Arbitration</p> <p>In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by Sole Arbitrator appointed by Bank. The place of arbitral proceedings shall be at Mumbai. The provisions of Indian</p>



	Arbitration Act & Conciliation Act 1996 with the revisions thereof shall apply to the arbitration proceeding.
18.	Indemnity
	The Bidder shall indemnify and keep indemnified, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the Bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder. The bidder shall execute an indemnity in favour of Bank on adequate non judicial paper as per Bank's satisfaction.
19.	Risk and Title
	The bidder/agency cannot be absolved of the responsibility of ensuring the normal functioning of the equipments supplied and installed by them. They will continue to maintain the equipment during warranty period. The proposed shall be of latest configuration.
20.	No Commitment to Accept Lowest or Any Tender
	The Bank shall be under no obligation to accept the lowest 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 condition of the tender. The Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.
21.	Subcontracting
	The vendor will not subcontract or permit anyone other than the company personnel to perform any of the work, services or other performance required of the company under this Agreement without the prior written consent of the Bank.
22.	Patent Rights
	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.
23.	Change Orders
	The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract for place of delivery and vendor has to accept without any extra cost to Bank.
24.	Contract Amendments
	No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by both the parties.
25.	Termination for Default
	The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part: (a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; Or (b) If the Vendor fails to perform any other obligation(s) under the Contract. In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
26.	Termination for Insolvency
	Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.
27.	Termination for Convenience



	Bank, by written notice of one month sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
28.	Governing Language
	The governing language shall be English.
29.	Warranty / Uptime / Penalty
	<p>Warranty period shall be 05 year on the entire solution.</p> <p>The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features mentioned in the technical specifications. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.</p> <ul style="list-style-type: none">➤ On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for hardware and software components during the warranty. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport etc.➤ The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.➤ Down time of machine will be defined as reduction / loss of rated performance of the machine. In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of one (1) percent of the total contract value for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total consideration will be charged to vendor. Vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty. Any penalty due during the Warranty period will be adjusted against the payments made for bills/invoices provided by the vendor.➤ Bank shall promptly notify the Vendor in writing of any claims arising under this warranty. Upon receipt of such notice the Vendor shall with all reasonable speed, repair or replace the defective products or part thereof without cost to the Bank.➤ During Warranty Period, Vendor guarantees an Uptime of minimum 99 % on monthly basis for the entire/core solution proposed.➤ Warranty for Hardware/System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software. If standby system is needed, for maintaining the uptime, the vendor has to arrange it at its own cost.➤ Vendor shall repair or replace worn out or defective parts including all plastic parts / lenses of the equipment and all consumables at no extra cost to the Bank.➤ It is expected that critical and hot swappable spares (whether software or hardware) are stored and available at the Bidder's office.➤ In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the Bank's Work is not affected.➤ The bidder/agency while carrying out installation has to co-ordinate with other agencies engaged by Bank for furnishing work. Bank will identify the location/space for installation of system in the office area and accordingly vendor should arrange to install the system with necessary spares and fittings as per the requirement of site.➤ After the end of warranty period of -5- years, for Comprehensive Annual Maintenance Contract, every year Performance Bank Guarantee has to be provided in accordance with value of 10% of CAMC value. Payment for CAMC shall be made after every -6- months on satisfactory services. PBG will be released after submission of CAMC performance bank guarantee.
30.	Preventive Maintenance Services



	<p>The Vendor shall provide free preventive maintenance services on quarterly basis during the period of warranty and detailed report of the same will be submitted to the Bank. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.</p>
31.	Training
	<p>Vendor is required to train officers of the Bank to use the system at each location. The training should be comprehensive and adequate enough to enable the Bank's technical and end-user personnel to effectively operate and perform administration of the total system.</p>
32.	OEM Back to Back support
	<p>Vendor or bidder will submit necessary proof in regards of OEM back to back support by furnishing necessary documents from OEM at the time of bid submission and fulfillment letter within 15 days of Purchase Order released, before any money is released to the bidder.</p>
33.	Supply, Installation, Testing, Commissioning & Acceptance
	<p>Commissioning of the Video Conferencing Equipment will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this tender and completion of User Acceptance Test and training.</p> <p>During the period of contract up to completion of Warranty period any engineering changes/up-gradations applicable to the Video Conferencing solution shall be communicated to the Bank by the Bidder within a period of one month from the date of release.</p> <p>OEM may from time to time release Updates/Upgrades/New releases/New versions and notify the Bank about the same. The Bidder agrees that all such Updates/Upgrades/New releases/New versions, as and when released during the term of warranty shall be provided to the Bank at no additional cost.</p> <p>Any software support like update/enhancement/upgrade etc. released till the completion of warranty period shall be supplied, installed and commissioned free of cost by the bidder.</p> <p>Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty/CAMC, if contracted, at no extra cost to the Bank.</p> <p>All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty and AMC (if contracted) etc., shall be provided by the Bidder at no cost.</p>
34.	Delivery and Installation Address
	<p>The equipment(s) shall be delivered and commissioned within 6 weeks from the date of purchase order.</p> <p>Bidder will be responsible for ensuring proper packing, delivery and receipt of all the components related at the Location. Sealed packs will be opened in the presence of Bank officials.</p> <p>The complete sets of manuals & licenses shall be delivered together with the system.</p> <p>Any component which has not been delivered or is not operational after delivery, 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 would be released as per terms only after full delivery and installation.</p> <p>Bidder shall be excused of delay in case the installation could not be completed due to non-readiness of site, which shall be determined by Bank. Decision of Bank in this regard shall be final and binding.</p> <p>Locations for Delivery & Installation:</p> <ol style="list-style-type: none">1. MUMBAI2. PUNE3. BANGALORE4. CHENNAI5. KOLKATA6. PATNA7. LUCKNOW8. BAREILLY9. NEW DELHI10. JAIPUR11. AHMEDABAD



	12. BARODA 13. BHOPAL The complete address of Bank offices shall be shared with the work Order. Locations may vary anywhere in India according to the requirement for present and future order.
35.	Repeat Orders for equipments and system
	Initial order shall be for 13 locations. After the issuance of Purchase Order to the Supplier, Bank may, at its discretion, award further Purchase Orders to the same Supplier for all / some of the goods originally quoted by him at the same prices up to a period of one year from the date of first Purchase Order without calling for fresh quotations. This repeat order shall be for maximum 100% of original purchase order quantity. In such repeat orders, if there is fluctuation in dollar rate (more than 5%), from the prevailing rate on the last date of submission of tender, the rates shall be revised (increased / decreased) accordingly.
36.	Manual and Escalation Matrix
	Vendor shall supply technical / systems Manuals for all the Systems supplied and all required interfaces. Operation and maintenance Manuals for all the systems and applications covering the operations needed to start, run, other operations, transfer to fall back system/site including business continuity plan to be provided by the Vendor. The manuals shall be in English. Bidders also have to submit detailed Escalation Matrix of each location where delivery has to be done.
37.	User Acceptance Test
	<ul style="list-style-type: none">➤ Acceptance/performance test will be performed after completion of installation and commissioning of all the equipments at the respective locations. Complete hardware and software as specified in the tender must have been supplied, installed and integrated with existing Multi conferencing system of the Bank properly by the Bidder prior to acceptance of the same.➤ The acceptance test will be conducted by the bank or their consultant or other such persons nominated by Bank at its option as per the acceptance criteria. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.➤ In the event of hardware and software failing to pass the acceptance test, a period not exceeding Two weeks will be given to rectify the defects and clear the acceptance test, failing which the Bank reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the bank or to cancel the order and recall all the payment made by the bank to the bidder.➤ Bank's right to inspect, test and, where necessary, reject the goods after the good's arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Bank or its representative prior to the shipment of the goods.➤ Successful conduct and conclusion of the acceptance test for the installed components shall also be the sole responsibility and at the cost of the Bidder. <p>Acceptance Certificate On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the bank is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be date of acceptance of the system and the Warranty of the hardware start from the date.</p> <p>Bidder has to demonstrate the features as mentioned in the technical specification of the tender. Vendor is required to train a minimum of -2- officers of the Bank by certified and trained engineers / personnel of the Bidder on the hardware and software products supplied.</p>
39.	Split Clause
	Bank will allot the work to L1 Vendor. However, Bank may at its sole discretion allot the work to two or three bidders on L2 and L3 agreeing to parity of rates quoted by L1. Basis of allotment will be as under : <ul style="list-style-type: none">• In case the Bank decides to have two service providers , work allotted to L1 will be 60% and L2 will be 40%• In case the Bank decides to have three suppliers , work allotted to L1 will be 50%, L2 will be 30% and L3 will be 20%



	<p>Note: Bank will have right to refix the percentage of sharing among L1 , L2 & L3 . The Bank at its sole discretion will allot the work in above ratios on the basis of their estimation and Bank's decision will be final and binding</p> <p>Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.</p>
40.	<p>Right to Alter Quantities</p> <p>Quantities mentioned in the BOQ are approximate quantities and may vary by +/- (plus /minus) 50%. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.</p>
41.	<p>Adherence to Terms and Conditions</p> <p>The bidders who wish to submit responses to this tender should note that they should abide by all the terms and conditions contained in the tender. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.</p> <ul style="list-style-type: none"> • Bidders are required to give comments/compliance against each clause and sub clause on the following technical specifications. Comments should be specific and to the point. It should also give specific information, wherever, asked for. Deviations, if any, should be clearly indicated with details and proper justification to avoid back reference. • Unless stated otherwise, latest alterations/ revisions of specifications/ standards/ drawings shall be applicable. In respect of safety standards and environmental standards relevant to the fixtures/equipments, it is mandatory for the manufacturer to ensure compliance with International / National standards (IS) (wherever applicable) in their offer. • Bidders must offer and quote for all the items and accessories which are considered essential for the installation and commissioning of the VC System.
42.	<p>Execution of SLA/NDA</p> <p>The Bidder shall execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-disclosure Agreement. The selected Bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Letter of Appointment. The contract shall be executed by the authorized signatory of the selected Bidder. A power of attorney to that effect shall be submitted by the successful bidders. The format for agreement shall be provided and approved by Bank.</p>
43.	<p>Substitutions of Project Team Members</p> <p>During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, the Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.</p>
44.	<p>Professionalism</p> <p>The selected Bidder should adhere to standards prescribed by laws, issued by various regulatory, statutory and Government authorities.</p>
45.	<p>Skill Professional</p> <p>The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.</p> <p>In case of any default in services as mentioned in the tender, the bidder shall be blacklisted and the information may be shared with other authorities.</p> <p>All necessary permit/license, permission from public authorities etc., if required, for the completion of work, has to be arranged by the contractor.</p> <p>The performance guarantee of the successful Bidder will be forfeited if he fails to comply with any of the conditions of the Contract.</p> <p>The format for SLA, PBG and Integrity Pact shall be shared with the identified L1 bidder.</p>



SECTION E Technical Specifications

- ✓ **The Device must be a single integrated OEM product having following specification:**

Video Standards / Features
The Screen size should be 23" or above
Should support minimum H.264 and above
The system should support SIP protocol.
Must support desktop sharing SIP calls
Must support 1080p 30 fps or above
Ability to send and receive two live simultaneous video sources in a single call.
Side by Side layout so that two video sources can be displayed on a single LCD screen.
Should have HDMI or DVI (Digital Video Interface) input to connect PC/ Laptop directly to the Video conferencing system and display a resolution of XGA/SXGA.
The user must be able to toggle between the Laptop/PC mode and the Video conferencing mode at a push of button/icon.
Video Resolution:
CIF (352 x 288 pixels)
VGA 240p, 360p, 480p
720p (1280 x 720 pixels)
1080p (1920x1080 pixels)
Audio
The system should have minimum two stereo front speakers with inbuilt microphones, wideband speakers.
G.722, G.711, MPEG 4 AAC or better – which supports 20 KHz audio must be supported
Noise Reduction/Echo Cancellation, Automatic Gain control, Automatic Audio mixer
It should support beam shaping audio capture of participants
Network Interfaces / Features
1 x LAN /Ethernet–10/100/1000
1 x LAN /Ethernet–10/100/1000 to connect a PC (i.e. built in switch)
Must support Standard based Packet loss recovery algorithm to handle packet loss.
Should support QoS
Should support URI Dialing
Presentation through presence of DVI/HDMI Input port
The system must have the ability to pair with laptop for sending content without any wires to the VC system
The system should be support USB Headsets and Bluetooth headsets for personal calls
Security:
Should support password protected system menu
Multi-points meetings (using central MCU) should be password protected and the same should be possible for SIP networks
Encryption of video call: ITU-T standards based Encryption of the video call
Call should be encrypted end-to-end on IP calls
Camera :



Should have HD 6 megapixel or higher camera, with privacy shutter
Must support 1080P resolution. Should support
Wide formats. Must support 1920 X 1080 resolution
60 degree horizontal Field of View
35 degree vertical field of view
Must have automatic Focus.
The VC unit must allow the camera to be used as a document camera to capture hard copies and transmit it to the far end site. Alternately a Document camera has to be supplied separately, if it is not integrated.
Brower Support / Directory Services / Others:
Should have Internal web server
Remote software upload
Should support Local and Global directories
Should support LDAP and H.350 protocols for directory transfer.
Must support 802.11a/b/g/n (for Wi-Fi)
Must support escalation of point-to-point calls to Multiparty calls using the central MCU without disconnecting the call.
Date and Time support via NTP.



SECTION F

Price Bid for 23" Full HD Desktop VC Endpoint

(To be filled and submitted in a separate sealed envelope: Cover III)

BOQ for VC unit:

Sr. No.	Item	Qty. (Q)	Unit Rate in INR (U)*	Amount in INR (A) = Q*U
1.	Desktop based VC unit with 23" Touch Display	13		

* Rate quoted shall be exclusive of GST, however inclusive of any other duties/statutory taxes. GST shall be paid as per the Government norms on the actuals at the time of billing.

Grand Total In words:

Location for delivery of devices:

- 1) MUMBAI
- 2) PUNE
- 3) BANGALORE
- 4) CHENNAI
- 5) KOLKATA
- 6) PATNA
- 7) LUCKNOW
- 8) BAREILLY
- 9) NEW DELHI
- 10) JAIPUR
- 11) AHMEDABAD
- 12) BARODA
- 13) BHOPAL

We, M/s _____ hereby agree with all the terms and conditions of the tender.

Sign:

Date: