

**Tender for procurement of Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards at Bank Branches / Offices**

**A. BRIEF PROJECT REQUIREMENT**

Bank of Baroda has a requirement of following Cisco Product across the country:

Product Description	Quantity
Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards (Product Code - Cisco HWIC-4ESG)	1,000

**B. PURPOSE**

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 / Vendors', to participate in the competitive bidding towards procurement of Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this Tender and who fulfill the criteria mentioned in this document. The participating vendor must agree to all our terms & conditions mentioned under this Tender document.

**C. E-PROCUREMENT GUIDELINES**

The vendors are requested to submit their commercial proposal for above mentioned procurement through website link provided below as part of e-tendering only. e-tendering / online tendering is the simulation of the manual tendering process on the internet i.e. the eligible bidders / tenders can log on to the internet website specified using a unique user name & password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s e procurement Technologies Ltd. personnel on the methodology of submitting the bids online using a digital signature/electronic key / password at the date and time specified. The bids placed by the bidders are confidential and will be opened by the authorized Bank of Baroda officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

**Minimum requirement:**

- 1) Computer/Laptop with internet connection
- 2) Operating System – Windows XP Service pack - 3 / Vista / Windows 7
- 3) Digital Certificate - Class II or III, signing + Encryption and it should be organizational certificate.
- 4) Vendor registration can be done online by opening Website <https://bobtenders.abcprocure.com/EPROC/> Click on Registration link, create User Id and Password and attach your Digital certificate.

**D. IMPORTANT DATES**

<b>Schedule of RFP</b>	
Tender No.	BCC:IT:PROC:111:08
Date of Viewing Tender	5 <sup>th</sup> February 2019
Date of Pre - Bid Meeting	Not Applicable
Last Date & Time of Submission of Bids	02:30 PM on 14 <sup>th</sup> February 2019
Date & Time of opening of Part-I Eligibility / Technical Bid	03:00 PM on 14 <sup>th</sup> February 2019
Date & Time of opening of Part-II Commercial Bid	To be communicated Later
Earnest Money Deposit	Not Applicable
Address for online submission of bids (technical as well as commercial bids)	Bid must be submitted online on <a href="https://bobtenders.abcprocure.com/EPROC/">https://bobtenders.abcprocure.com/EPROC/</a>
All letters must be addressed to the	Chief Technology Officer Bank of Baroda, Baroda Sun Tower C-34, G-Block, BKC, Mumbai-400051
Support details of Online Portal facilitator	M/s e-Procurement Technologies Limited Mr. Yashrajsingh Rathod Email: yashrajsinh@auctiontiger.net Phone: +91-79-40016815 / 871 / 874

**E. SUBMISSION DETAILS**

As part of the submission the vendor should submit the following documents through our eProcurement portal:

- a) **Undertaking Letter from Principal Vendor** – A letter of undertaking from the vendor on the following points:
  - 1) Agreeing to all terms & conditions as detailed in the tender.
  - 2) The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Annexure 1 - Project Scope are covered in totality in the proposal submitted by the Bidder.
  - 3) The organization is in the business of Cisco Network Hardware at least for a period of last 3 years.
  - 4) Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E-Mail ID.
- b) **Undertaking Letter from OEM** – A letter of undertaking from the Cisco (OEM) on the following points:
  - 1) If submitting tender as a partner - letter of authorization from the Cisco (OEM).

- 2) Valid documentary Proof stating that the vendor is Cisco (OEM) Certified Partner for last 3 years.
  - 3) Valid documentary Proof stating that Warranty / Support of Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Card is completely back lined with the Cisco (OEM) directly. Vendor will ensure that the Technical Assistance Center (TAC) / Return Merchandise Authorization (RMA) cases can be opened directly by Bank and Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Card get directly covered under Warranty / AMC of the Cisco 1921/1941 Routers.
- c) **Commercial Bid** - Commercial Bid for Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards should be strictly as per Commercial bid format (Annexure - 2). Any commercial bid submitted not in conformity with Annexure – 2 and provided along with the Eligibility bid, then whole bid will be rejected outright.

***Commercial bid needs to be sealed & signed by the bidder's authorised signatory strictly as per Annexure - 2 and encrypted using e-signer tool (available on our e-procurement website <https://bobtenders.abcprocure.com/EPROC/> for download) before uploading it to the website.***

## F. EVALUATION METHODOLOGY

Bank will evaluation the commercials of only those vendors who have submitted valid Undertaking Letters as mentioned in “**Point E. SUBMISSION DETAILS**”. The vendor quoting the lowest commercial shall qualify as the L1 vendor. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Total Amount quoted should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid as per actual.

## 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 vendors 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 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 vendors agree that they have no reservation or objection to the normalization process and all the vendors 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 vendors, 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 vendor 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 vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

## **I. PAYMENT TERMS**

The payment will be released as follows:

- 70% of the total cost on delivery of Hardware plus 100% of GST (wherever applicable) at actuals. The required documents to be provided along with original invoice:
  - a) Original delivery Challans dully stamped and signed by the Bank Official.
- 20% of total cost after 1 month of successful installation of the Hardware.
- Balance amount of 10% will be released after 1 Year from the date of the Purchase Order or against bank guarantee. 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 1 Year from the date of the Purchase Order.

**SNR case** - Wherever installation could not be carried out by the successful vendor 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 vendor'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 vendor has to give an undertaking to complete installation within a week of being informed that the site is ready.

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

The payment will be released from IT Dept., BCC as per the payment terms on submission of related documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of

any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors 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 vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities 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 vendor in the price bid against such activity / item.

#### **J. END OF SUPPORT:**

The Vendor has to ensure that any equipment supplied as part of this Tender should not have either reached or announced end of support on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support from the date of supply, the vendor has to replace the equipment at no additional cost to the Bank.

#### **K. DELIVERY TIMELINES**

Delivery of required Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards should be within 4 weeks from the date of purchase order. The addresses for delivery will be at Bank branches across the country and detailed delivery address will be shared with purchase order.

Vendor will have to pay late delivery charges to Bank of Baroda @ 1% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc.. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the respective purchase order.

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

All accessories as part of the hardware / software to make the Gigabit Ethernet Enhanced High-Speed WAN Interface Cards operational should be delivered together with the equipment. Any component has not been delivered or if delivered is not operational on account of which the equipment is not functioning, will be deemed / treated as non-delivery of the equipment thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of equipment is not acceptable and payment would be released as per terms only after full delivery.

#### **L. INSTALLATION**

Installation at our Bank branches across the country, including unpacking of cartons/ boxes, will be the responsibility of the Vendor. Vendor will have to install the Hardware and hand it over to Bank for acceptance testing within 7 working days of the Bank from the date of receipt of the Hardware at our branch/office and Bank's notification for installation of the HW / SW.

Vendor will have to pay late installation charges to the Bank @ 1% of the total Purchase Order Value per day or part thereof subject to maximum of 5% of the total purchase order value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.

#### **M. TRANSPORTATION AND INSURANCE**

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

#### **N. DEAD ON ARRIVAL (DOA)**

The Vendor has to ensure that any equipment supplied as part of this Tender should not be Dead on Arrival (DOA). In the event if any equipment supplied by the vendor is Dead on Arrival (DOA), the vendor has to replace the equipment at no additional cost to the Bank.

#### **O. DOCUMENTATION**

Vendor will have to supply all necessary documents in English related to the Cisco Memory Module along with their bid submission.

#### **P. 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.

#### **Q. ARBITRATION**

In the event of a dispute or difference of any nature whatsoever between Bank and the vendor 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 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 and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

#### **R. INDEMNITY**

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any

patent, trademarks, copyrights etc. in respect of the Cisco Memory Module provided by him.

#### **S. CONFIDENTIALITY**

The Vendor 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. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by Bank. Further, Bank shall have right to regulate vendor staff.

#### **T. INFORMATION AND SECRECY**

The Vendor 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 Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

#### **U. PUBLICITY**

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

#### **V. STANDARDS**

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

#### **W. TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor 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 Vendor shall be liable to the Bank for any excess costs for such similar services.

#### **X. AUDIT**

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access Bank documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to Bank documents by one or more RBI officials or employees or other persons duly authorized by RBI.

**Y. NO EMPLOYER EMPLOYEE RELATIONSHIP**

The Vendor 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.

**Z. AUTHORIZED SIGNATORY**

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Vendor 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 Vendor shall furnish proof of signature identification for above purposes as required by the Bank.

For any further clarifications you may contact following officials:

<b>Contact Person Name</b>	<b>Designation</b>	<b>Contact No.</b>
Mr. Kalpesh Prajapati	Officer (IT Procurement)	022 66983256
Mr. Deepak Mehra	Manager (IT Procurement)	022 6698 3232
Ms. Archana Save	Chief Manager (IT Procurement)	022 6698 1556

E-mail all your queries to [rfp.it.procurement@bankofbaroda.com](mailto:rfp.it.procurement@bankofbaroda.com),  
[it.fms.bcc@bankofbaroda.com](mailto:it.fms.bcc@bankofbaroda.com)



**Annexure 1 – Project Scope**

**A. Project Scope**

Successful vendor shall supply the Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards (Product Code - Cisco HWIC-4ESG) as per scope mentioned below:

Vendor should be capable of delivering and installing 1,000 no's of Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards (Product Code - Cisco HWIC-4ESG) at the branches / offices provided by the Bank.

1. Vendor must deliver, install, configure and test the supplied cards at the branches / offices. Once these cards are installed the vendor also needs to ensure that any link terminated in these cards are working. These supplied cards are to be installed in existing routers in the free available slots. In case no free slots are available in the routers then it is the responsibility of the vendor to remove the BRI card from the router and install the HWIC card in the free slot. The BRI card should be handed over to the branch / office. In case the scoped activity is not completed by the designated field engineer in a single visit then the required revisit to the site needs to happen from the vendor end will completion of the activity at no additional cost.
2. Coordinate with existing MSP (Managed Services Provider) and / or networking vendors and ensure for successful installation, integration and functioning of Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards and Network connectivity at the end locations.
3. Break-fix support of supplied Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards.
4. Bank's identified team will provide locations for delivery of Cisco Ethernet Cards and configuration details and other inputs to the vendor for delivery, configuration and support of the Cisco Ethernet Cards across the country.
5. Warranty / Support of Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Card should be completely back lined with the Cisco (OEM) directly. Vendor will ensure that the Technical Assistance Center (TAC) / Return Merchandise Authorization (RMA) cases can be opened directly by Bank and Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Card get directly covered under Warranty / AMC of the Cisco 1921/1941 Routers. The AMC / warranty of the card will co-exist with the Router AMC / Warranty.
6. The vendor has to provide Escalation Matrix and SPOC details for the delivery, installation and service support for the entire project and ensure timely completion of all the activities as per the schedule.
7. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to install and commission the same at the shifted location. The warranty / AMC of the equipment will continue from the new location as the case may be and the vendor needs to provide service and support of the same from the new location.
8. All the parts of items supplied would be covered under Warranty / AMC of Cisco 1921/1941 Routers. If there is any gap between Bank's requirement and OEM

warranty then it will be the responsibility of vendor to fill up the gap.

9. Identified team will inform the location for installation and necessary configuration will be done by the vendor based on the availability of downtime. Vendor has to arrange to complete the activity within 48-72 hours in coordination with MSP & Bank's team.
10. If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank.

**B. Resources required at our Hyderabad Office.**

The successful vendor has to provide necessary resource / resources for Project coordination purpose at our Hyderabad Office till the completion of delivery and successful Project completion. The seating arrangement for the resources will be provided by the Bank.

All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the commercial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

**C. Delivery Locations**

Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards will be delivered to Bank's branches / offices across the country as per Bank's requirement.

The scope of work mentioned above is indicative in nature and bank may, at its discretion, ask the vendor to carry out any other activity which is deemed to be necessary for delivery & installation of Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards.

**Annexure 2 – Commercial Bid : Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards**

S. No	Description	Qty	Unit Price (Rs.)	Total Amount (Rs.)	GST Percent age (%)	GST Amount	HSN / SAC Code
1	<b>Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards</b> (Product Code - Cisco HWIC-4ESG)	1,000					
2	Other Charges* (please specify if any)	xxx					
<b>Total Cost of Ownership of 1000 no's of Cisco Gigabit Ethernet Enhanced High-Speed WAN Interface Cards and Installation Charges (Rs.)</b>						<b>XXX</b>	

**Note:**

- All the commercial value should be quoted in Indian Rupees.
- The Quantity mentioned here is approximate and Bank reserves the right to alter the quantity as per its requirement at time of placing purchase order.
- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals.
- Vendor has to mandatorily declare the applicable Goods & Service Tax Percentage (GST %), Goods & Service Tax Amount & HSN / SAC Code in the commercial bid format. The applicable Goods & Service Tax will not be part of Total Cost of Ownership (TCO) calculation
- Bank will deduct applicable TDS, if any, as per the law of the land.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.
- \*Details to be provided for any commercial provided against "Any Other Charges".

**Place:**
**Date:**
**Seal & Signature of the bidder**