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Bank of Baroda



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**Request for Proposal for Selection of Vendor
for Supply, Installation and Maintenance of
Building Network Infrastructure and providing
IT Facility Management Services at Corporate
Office, Mumbai**

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

RFP No. BCC:IT:PROC:113:11
Dated: 23rd March 2021

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	23rd March 2021
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> 1. Mr. Deepak Mehra, Manager (IT) 2. Contact No. - 022-66983256 / 3232 / 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, 3rd Floor, Project Office, BKC, Mumbai – 400051.
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	29th March 2021
4	Pre-bid Meeting & Venue details	<ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 30th March 2021 at 11:30AM. ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com by 3rd February 2021 along with pre-bid clarification. ○ 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.
5	Last Date & Time of Submission of bids	3.00 PM on 15th April 2021 Mode: Online on URL: https://www.tenderwizard.com/BOB
6	Eligibility Cum Technical Bid Opening Date	3:30 PM on 15th April 2021 Mode: Online on URL: https://www.tenderwizard.com/BOB <ol style="list-style-type: none"> 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.
7	Commercial Bid	The commercial quotes are not required to be submitted at the time of tender submission by the vendors. Commercial quotations will be invited by Bank from empaneled vendors only as per the requirement.

8	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand only)
9	Bid Security (Earnest Money Deposit)	Rs. 10,00,000/- (Rupees Ten Lakh Only)
10	Mode of bid submission & online portal's URL	Mode: Online URL: https://www.tenderwizard.com/BOB
11	All letters must be addressed to the	Chief Technology Officer Bank of Baroda, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai-400051.
12	Support details of Online Portal facilitator	Helpdesk Contact No. +91-11-49424365 Email: eprocurebob@etenderwizard.com Mr. Krunal Mahajan Phone: 8800907637

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RFP means the Request For Proposal document
3. Proposal, Bid means "Response to the RFP Document"
4. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
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. Original Platform Developer (OPD)
8. Annual Maintenance Cost (AMC)
9. Annual Technical Support (ATS)
10. Application Programming Interface (API)
11. Bank, BOB means 'Bank of Baroda'
12. Banking, Financial services and Insurance (BFSI)
13. Central Vigilance Commission (CVC)
14. Customer Relationship Management (CRM)
15. Earnest Money Deposit (EMD)
16. One Time Cost (OTC)
17. Proposal, Bid means "Response to the RFP Document"
18. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
19. RFP means the Request For Proposal document
20. Service Level Agreement (SLA)
21. Single Person of Contact (SPOC)
22. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda
23. Original Software Developer (OSD)
24. Total Cost of Ownership (TCO)
25. Bill of Material (BOM)

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;

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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

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1. Introduction

1.1 Introduction

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.

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 Vendors, hereafter called as ‘Vendors’, to participate in the competitive bidding for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, Mumbai.

1.2 Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, Mumbai.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the requirement as mentioned in Project Scope. Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP.

The RFP document is not recommendation, offer or invitation 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 Vendor as identified by the Bank, after completion of the selection process as detailed in this document.

1.3 Project Scope

The requirement is for Bank’s offices located at Mumbai. Bank will award the contract to the successful bidder and the bidder should provision of Building Network Infrastructure and IT Facility Management Services at Mumbai Office including supply, install and commissioning of the Building Network Infrastructure as per the scope briefed in this RFP.

The Bidder shall perform the following tasks at Bank’s existing / upcoming offices at Mumbai as per Bank requirement and satisfaction as per this RFP, but not limited to:

- a) Supply, Commissioning, Installation, Configuration and Maintenance of Building Network Infrastructure (Core Switch and Access Switch of Baroda Sun Tower Mumbai, Core Switch of Baroda Corporate Centre Mumbai and other Hardware as per the Technical Specification).

-
- b) Providing End to End IT Facility Management Services at Corporate Offices in Mumbai.
 - c) AMC and Maintenance of Proxy and Antivirus Setup for Baroda Corporate Centre, Mumbai & Baroda Sun Tower, Mumbai.
 - d) AMC and Maintenance of Building Network Infrastructure (Access Switches) for Baroda Corporate Centre, Mumbai

Description of the envisaged scope is enumerated as part of Annexure 10 however the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions.

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.

Important points to be noted

- a) The RFP response documents should be submitted through online mode.
- b) All letters must be addressed to the following:
Chief Technology Officer
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-400051
- c) Only one submission of response to RFP by each Respondent will be permitted. In case of partnership / consortium, only one submission is permitted through the lead vendor or system integrator.
- d) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- e) Unsigned responses would be treated as incomplete and are liable to be rejected.

General Conditions

- a) For installation & commissioning 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 and handing over to Bank within stipulated timeline mentioned in the delivery & installation section of this RFP.
- d) The support shall be on 24 x 7 x 365 basis

- e) In the case of additional requirements desired by the Bank during the contract period over and above the quantity for which purchase order is placed with a particular bidder then the maximum order which the Bank can place would be an addition of 25% of the quantity for which contract is placed.

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 vendor, nor limits Bank's rights to negotiate with any vendors, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any vendor, 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 vendor'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 vendors 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; vendors 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 vendors' 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 vendors.
- 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 vendor 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 performed due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this RFP

1.4 Contract period

The Contract with the selected vendor will be valid for a period of 5 years plus delivery and installation timeline from the date of the acceptance of purchase order by the vendor. The contract will be deemed completed only when all the items and contracted services 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 Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

1.5 Service Levels and Uptime Guarantee

For details, please refer to Annexure 12 that provides the service levels for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, Mumbai.

1.6 Delivery

- **Building Network Infrastructure, AMC of Access Switch, AMC of AV & Proxy Server.**

All the deliverables should be delivered within 6 weeks from the date of 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.

The software (systems software, language compilers, utilities, packaged software, etc., including complete sets of manuals, Driver CD, Antivirus CD) should be delivered together with the hardware.

All accessories as part of the hardware / software to make it 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.

Bank reserves the right to shift the equipment's to new location/s and warranty / AMC / support for the same will continue to be in force at the new location.

- **IT Facility Management Services**

The Bank expects the vendor to provide Resources / Services to the Bank as per the requirements of this tender within 4 weeks from the date of order placement.

Inability of the vendor to provide Resources as per specifications within defined timelines shall invoke Late Deployment Charges clause. Late Deployment charges for delay in providing services as per Annexure 13 @ 1% of the total order value of the delayed resources inclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum of 5% of the total contract value of the delayed resources inclusive of all taxes, duties, levies etc.

If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the order. The resource cost for the delayed period of the deployment will not be payable to the vendor

1.7 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 have to visit the factory site and the expenditure for the same will be borne by Bank.

1.8 Installation

Installation of all the hardware/ equipment 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/ equipment and hand it over to Bank for acceptance testing within a maximum of 2 week from the date of receipt of the deliverables at our office and Bank's notification for installation of the Hardware.

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.

1.9 Affixing Asset Tags on HW Equipments

It will be the responsibility of the successful vendor to affix the Asset tags on each hardware being supplied by them to the Bank. The Asset Tags so printed by the successful vendor must have the company's logo of the vendor along with other details like call logging no., mail id etc.. The asset tag details for the hardware would be mutually decided by the Bank and the successful vendor.

1.10 Replacement of Network Hardware

As the Network Hardware is required as part of replacement of existing equipment, Vendor will be responsible for dismantling the existing network hardware, mounting the new network hardware, terminating the required network / LAN cables, do necessary tagging for all the cables. Necessary network hardware accessories (screws, nut bolt, clamp etc.) as required for mounting / installation of the Network Hardware have to be supplied by Vendor which should be part of the product cost and Bank would not pay any extra cost at a later date.

1.11 Handover Services

The Network Hardware handover are the services provided by the bidder to Bank during the handover period of 15 days which will start after completion of operationalization of Building Network Infrastructure to facilitate an orderly transfer of the Services to Bank. Building Network Infrastructure handover services, to be provided by the bidder to the Bank shall include the following but not limited to:

- The Bidder shall suitably and adequately train the Bank's and its IT FMS team for fully and effectively manning, operating and maintaining the Building Network Infrastructure.
- The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the deliverables under this assignment. The 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 Building Network Infra. Such documentation shall include but not limited to:

- a) Standard Operating Procedures of all the equipment's/ hardware/ software installed.
 - b) Listing of all process being monitored with their monitoring frequency
- The Bidder shall provide inventory details for Building Network Infrastructure assets including licenses.
 - All trainings that the Bank feels are necessary to be imparted to the Bank or its designated personnel.
 - The Bidder agrees that the Transfer to Bank and/ or its IT FM Engineer shall be completed within 15 days post the completion of Installation of Building Network Infrastructure (8 weeks), during which the Bidder shall adequately supervise the hand-over of the various components of the Bidder functions under this assignment.
 - The Bidder must consult with Bank on any Third Party Contracts between the Bidder and Third Parties that are necessary or useful for Bank or a Third Party to perform the Services and arrange for transfer or assignment of such Third Party Contracts that Bank wishes to have transferred or assigned to Bank or a Third Party designated by Bank on commercially reasonable terms mutually acceptable to both Parties.
 - 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 Bidder shall execute any and all such documents as may be necessary in this regard.
 - The Parties shall return confidential information.
 - The Bidder shall provide all other Services as may be agreed by the Parties in connection with the assignment.
 - 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 assignment and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.
 - Post the handover process the Bidder shall continue to provide necessary support and services during warranty and AMC period for all the components supplied and installed as per the terms including SLA.
 - Handover Process of hardware directly done by the Bidder / OEM.
 - During the contract period, if there is an upgrade done by the Bidder is to be transferred to Bank, a knowledge transfer process needs to be followed so that the Bank can take over the support the hardware smoothly.

During this handover the Bidder would transfer all knowledge, knowhow and other things necessary for the Bank and / or its IT FM Engineer to take over and continue to manage the Building Network Infrastructure.

The Bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank as would be required.

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 assignment, 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 Project Scope.

1.12 Warranty

The Network Hardware 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 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 installation or 37 months from the date of the delivery whichever is earlier.*

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

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.

Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed.

Warranty should cover the following:

- a) The equipment should be attended within 4 hours of receipt of complaint (exclusive of travelling time). In case problems persist, systems should be replaced within 24 hours of receiving complaint and alternate system should be given till machine is repaired. The replaced equipment should be installed by the bidder at no extra cost to the Bank, so that normal job of the Bank may not get hampered.
- b) Warranty would cover updates / maintenance patches / bug fixes (available from the original equipment manufacturer) for system software & firmware patches / bug fixes, if any, for hardware.
- c) Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the bidder. Bank will not be responsible for any delays / violation from third party OEMs.

1.13 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 2 (two) 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 minimum AMC (after the warranty period) to be quoted by the bidder in the commercial proposal is 7% per annum on the base price of Hardware. The Comprehensive on-site AMC must be quoted by all the bidders for the subsequent 2 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 CAMC, 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.

1.14 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 cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

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

A. Delivery of Network Hardware Components

1. 70% of the total cost of hardware on delivery of Network Hardware plus 100% of GST. (Wherever applicable) 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 (if any).
 - c) 3 years Warranty / support document of the OEM.
2. 20% of total cost of hardware and 100% of Installation cost on successful installation of Network hardware.

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 of hardware and GST (if any) after two months on delivery of Network hardware.

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
3. Balance amount of 10% of total cost of hardware will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 16 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.

B. AMC - 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. All the above documents to be duly signed by the authorized service delivery head of the bidder.

C. IT Facility Management Services – Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Project / Operation Manager.

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 30 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 30 days from the date the dispute stands resolved

1.15 Inspections and Tests

The Bank or its representative shall have the right to inspect and/or to test the Goods and Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.

Should any inspected or tested Goods fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Bank.

The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim.

No clause in "Inspection and Tests" clause shall in any way release the Bidder from any warranty or other obligations under this Contract.

1.16 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 bidder till 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.

The insurance for the equipment's at the site shall be on "all risks" basis, including war

risks, fire and theft and robbery clauses valid till the acceptance of the H/W by Bank. In case any loss or damage of any nature whatsoever occurs, the vendor shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s.

2. 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

2.1 Eligibility Cum Technical Bid Evaluation

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof.

The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability Annexure 10 and Annexure 12.

Proof of Concept (POC) for Network Hardware:

Bank has the discretion to ask the bidder to demonstrate the Bank's existing setup as a part of POC with the proposed product. The bidder can demonstrate the setup at Bidder / OEM lab or in a customer environment.

POC will be based on the following conditions:

- a) All and any cost associated with demonstrating the POC (including provision of hardware, technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and bank will not bear any cost.
- b) Bank reserves its right to extend / shorten the period of POC where needed.
- c) The POC would be done to check whether the quoted model meets the technical specifications as mentioned in Annexure 10 and Annexure 12. Further POC will verify the compatibility with existing infrastructure of the Bank
- d) Bidders who have failed in the POC will automatically stand disqualified technically.

The Bank's officials would visit reference sites provided by the Bidder if deemed necessary. The reference site which will be visited by the bank officials should be installed with the proposed make. The Bank at its discretion may reject the proposal of the Bidder in case the responses received from the site visited are negative or the Network Hardware does not meet Bank's technical / functional requirement and / or in case there are no such reference sites with the requirement detailed above.

The Bank reserves the right to modify the configuration of Hardware thereof to be ordered.

Bidders who meet these criteria would only qualify for the commercial bid opening.

2.2 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 eligible bidders. The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows. The evaluation will be done 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 the Present Value calculation for that year. Further the payment of the OTC component / service not being recurring in nature hence the present value for that component / service 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.

3. Terms and conditions

3.1 General Terms

- 3.1.1 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. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 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 vendor, not limited to those selection criteria set out in this RFP document.
- 3.1.7 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient 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.
- 3.1.8 Standards: All standards to be followed will adhere to Bureau of Indian Standards

(BIS) specifications or other acceptable standards.

- 3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 3.1.10 Only one submission of response to RFP by each Respondent will be permitted.
- 3.1.11 The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- 3.1.12 The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 3.1.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the vendor responses would not be incorporated automatically in the tender document.
- 3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.
- 3.1.15 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.

3.2 Rules for Responding to this RFP

- 3.2.1 The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.
- 3.2.2 All responses received after the due date/time as mentioned in "[A] Important Dates – 5. 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.
- 3.2.3 The Bank has established RFP coordinators to provide a venue for managing vendor 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”

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

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.

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.

Respondents should invariably provide details of their email address(es) 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.

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.

- 3.2.4 Vendor should submit their Eligibility and Technical bids Online i.e. through <https://www.tenderwizard.com/BOB>. The vendor must register for submission of their bid as specified in this document.

Application Money as mentioned in “[A] Important Dates – Application Money” must be deposited through RTGS (Real Time Gross Settlement) / NEFT. Vendor should submit the “bid security declaration” along with the bid response. 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 RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.

If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient 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 Recipients 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

- 3.2.5 All responses should be in English language. All responses by the vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected vendor for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
- 3.2.6 All responses would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Vendors are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 3.2.7 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank.
- 3.2.8 The vendor 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 vendor subsequent to the closing date and time for submission of the offers.
- 3.2.9 The vendors required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the vendor 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.
- 3.2.10 Based on the Bank's requirements as listed in this document, the vendor should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the vendor quotes more than one product / solution and they have not specified which particular product / solution quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected.
- The vendor is expected to provide the best option and quote for the same.
- 3.2.11 Vendor must furnish requirements as per the formats provided in the RFP document.
- 3.2.12 In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor's and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.
- 3.2.13 In the event the Bank has not asked for any quotes for alternative prices, and the

vendor furnishes the alternative price in the vendor'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.

- 3.2.14 In the event optional prices are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor 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 Vendor. The same item has to be supplied by the successful Vendor free of cost
- 3.2.15 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution. The Bank's interpretation will be final.
- 3.2.16 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- 3.2.17 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 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.
- 3.2.18 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditioned as proposed in the tender document.
- 3.2.19 Grievance Redressal: Any vendor 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 vendor 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

3.3 Price Bids

- 3.3.1 The vendor 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 vendors post the completion of the eligibility evaluation
- 3.3.2 The prices and other terms offered by vendors must be firm for an acceptance

period of 180 days from the opening of the commercial bid.

- 3.3.3 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 vendor. 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 vendor's proposal shall be passed on or adjusted to the Bank. If the Vendor 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.
- 3.3.4 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 vendor, for any reason including the delay or failure or inability of the vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.
- 3.3.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Vendor will be final and binding on the vendor 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 vendor 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 vendor".
- 3.3.6 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
- 3.3.7 The Bank is not responsible for any assumptions or judgments made by the vendor for arriving at any type of costing. The Bank at all times will benchmark the performance of the vendor to the RFP and other documents circulated to the vendor and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the vendor 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 vendor and the Bank's interpretation will be final.

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- 3.3.8 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.
- 3.3.9 The Bank is not responsible for the arithmetical accuracy of the bid. The vendors 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 Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.
- 3.3.10 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 Vendor is expected to provide the same at no additional cost to the Bank. The Vendor 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 Vendor at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

3.4 Price Comparisons

- 3.4.1 The successful vendor will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- 3.4.2 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 shortlisted vendors 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 RFP, 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 RFP, agree to the process and conditions of the normalization process.
- 3.4.3 While the Bank will summarily reject the hardware of a lower configuration than those required by the Bank, the Bank would accept the equipments of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the Bank. The Vendor is not entitled to a longer period for delivery on the pretext of seeking approval from the Bank for a higher configuration or enhancement.
- 3.4.4 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 vendor should necessarily include the following:
- Transportation, forwarding and freight charges of all equipment to the site

- b. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Vendor 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.
- c. The Vendors expected to provide details of services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.
- d. The Vendor 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 Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

3.5 Application Money

A non-refundable Application Money of as mentioned in “[A] Important Dates – Application Money” through electronic mode at the time of submission of the technical bid, proof of same is to be submitted while opening of eligibility bid failing which the bid of the concerned bidder may be rejected. This non-refundable fee is 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

Exemption from submission of Tender Cost / Application money: Exemption from submission of tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for 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. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for Tender cost exemption.

3.6 Bid Security / Earnest Money Deposit

- 3.6.1 Vendors 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 online transfer or a Bank Guarantee (Annexure 05 – 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

- 3.6.2 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.
- 3.6.3 The amount of Earnest money deposit would be forfeited in the following scenarios:
- In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
 - In case of the successful bidder, if the bidder fails
 - 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
 - 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 solicitation documents.
- Unsuccessful Vendor's who has not been empaneled** - 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 Vendors.
 - Successful Empaneled Vendor** – Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the performance guarantee. The Bid security Money of the successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the successful vendor fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.
- 3.6.4 Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize 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. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

3.6.5 MSME Bidder has to submit a “Bid Security Declaration” on their organization’s letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted.

3.7 Performance Guarantee

3.7.1 The successful vendor 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 13 to the extent of 3% of the total 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 only, other than Bank of Baroda.

3.7.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

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

3.7.4 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 vendor, will be forfeited.

3.8 Others

3.8.1 The Vendor getting the contract shall deliver the necessary equipments at locations designated by the Bank. The equipment at individual sites will be deemed accepted only after all the items are in place and in working condition as per Bank’s requirement.

3.8.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a vendor 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.

3.8.3 By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.

3.8.4 The terms and conditions as specified in the RFP and addendums (if any)

thereafter are final and binding on the vendors. In the event the vendors not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

- 3.8.5 The vendor must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 3.8.6 The vendor 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 vendor 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 vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 3.8.7 The Vendor shall represent that the hardware / software provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor.

3.8.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

3.8.9 The Bank and the vendor covenants and represents to the other Party the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

3.8.10 The execution, delivery and performance under an Agreement by such Party:

- 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;
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- The vendor 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.

- It would be the responsibility of the vendor to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank.
- The Bank would not assume any expenses incurred by the vendor in preparation of the response to this RFP and also would not return the bid documents to the Vendors
- The Bank will not bear any costs incurred by the vendor for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

3.9 Other RFP Requirements

- 3.9.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
- 3.9.2 The Bank may revise any part of the tender document, by providing a written addendum at 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.
- 3.9.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 3.9.4 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 vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 3.9.5 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed project.
- 3.9.6 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 purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase

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- 3.9.7 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.
- 3.9.8 Price Discussion – It is absolutely essential for the Vendors 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 vendor in discussions on the prices quoted.
- 3.9.9 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 Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities
- 3.9.10 Incidental Services - The Vendor shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.
- 3.9.11 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such vendors will not be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject bid.
- 3.9.12 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 vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants
- 3.9.13 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor 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 Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

- 3.9.14 Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage.
- 3.9.15 The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from Bank. Neither this Tender nor the Vendor'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 Vendor 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.
- 3.9.16 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees 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 Vendor 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 Vendor will make all required payments and deposits of taxes in a timely manner.

3.10 Corrupt and Fraudulent Practices

- 3.10.1 As per Central Vigilance Commission (CVC) directives, it is required that Vendors / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- ▶ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values 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 vendors (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.
- 3.10.2 The Bank reserves the right to reject a proposal for award if it determines that the vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.10.3 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.

3.10.4 Vendors responding to this RFP need to sign the Integrity Pact (IP) which will be also signed by Banks representative.

3.11 Service Level Agreement and Non-Disclosure Agreement

The successful vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non Disclosure Agreement (NDA). The successful vendor shall execute the SLA and NDA 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 the vender.

4. General Terms and Conditions

4.1 Dispute Resolution

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

If the Bank project manager/director and Bidder 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 Bidder and Bank respectively.

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

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. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

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.

4.2 Governing Laws

This RFP and the subsequent contract 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.

4.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices send by registered post

in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

4.4 Force Majeure

The Bidder 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 Bidder and not involving the Bidder'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 Bidder 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 Bidder shall continue to perform Bidder'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 Bidder shall hold consultations in an endeavor to find a solution to the problem.

4.5 Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Bidder'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 RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

4.6 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered. Such proposals will be disqualified

4.7 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.8 Confidentiality

The bidder acknowledges that in the course of performing the obligations under this Tender and subsequent Agreement, it shall be exposed to or acquire information of the bank, which the bidder 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 Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder 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 bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.
- b. Bidder 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 Bidder
- c. Bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder 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 Bidder or its affiliates.
- e. Bidder 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. Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Empanelment 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:

- a) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- b) Prior to the disclosure by BOB was known to or in the possession of the Bidder at the time of disclosure ;
- c) Was disclosed or parted with the prior consent of BOB;
- d) Was acquired by Bidder 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 Bidder 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 Bidder 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.

The confidentiality obligations shall survive the expiry or termination of the RFP / agreement between the bidder and the Bank.

4.9 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if service provider:

- a) breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- b) failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. or
- c) 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; or
- d) Supply of substandard materials/ services ; or
- e) Delay in delivery / installation / commissioning of services; or
- f) If deductions of penalty exceeds more than 10% of the total contract price; or

Bank may terminate this RFP or subsequent agreement on happening of following events:

- a) The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- b) A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;

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- c) The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
 - d) Failure of the Bidder make good the situation within the remedy period
 - e) The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.
 - f) The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
 - g) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
 - h) Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
 - i) The vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances 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 30 days prior notice in writing.

4.10 Effect of termination

If bank terminate or cancel 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 Tender and subsequent 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 Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- a) All the undisputed fees outstanding till the date of termination;
- b) Upon the termination or expiry of this Tender and subsequent Agreement:
- c) The rights granted to Bidder shall immediately terminate.
- d) 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 Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- e) Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

4.11 Publicity

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

4.12 Solicitation of Employees

The selected Bidder, 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.

4.13 Inspection of Records

All bidder records with respect to any matters covered by this RFP 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 bidder 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.

4.14 Visitorial Rights

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 Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

4.15 Compliance with Laws

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, and 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory

obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

4.16 Indemnity

The Bidder 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:

- a) Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- b) an act or omission of the Bidder and/or its employees, agents in performance of the obligations under this RFP; and/or
- c) claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- d) Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents.
- e) breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- f) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- g) breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- h) Negligence or gross misconduct attributable to the Bidder or its employees.

The Bidder 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 RFP 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, provided the Bank:

- a) notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- b) Cooperates with the Bidder in the defense and settlement of the claims.

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder 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 Bidder, 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 Bidder, 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 Tender and subsequent 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 Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- a) Software, hardware, interfacing, or supplies for the solution not provided by Bidder; or
- b) any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder 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 RFP and subsequent agreement by the Bidder.

In the event of successful bidder 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 bidder under this project.

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

4.17 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values 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.

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.

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.

4.18 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

4.19 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.

4.20 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.
- It is submitted anywhere other than the place mentioned in the RFP.

4.21 Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP 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.

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 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.

Under no circumstances BOB shall be liable to the selected Bidder 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 both the 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.

4.22 Provident Fund

Bidder need to ensure that their all employees are covered under PF. Bidder need to submit PF coverage letter for their employees issued by the Employees Provident Fund Organization as part of their bid response.

4.23 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.

4.24 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.

4.25 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.

4.26 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.

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- 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 Minimum 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.

4.27 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



Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, Mumbai, RFP No. BCC:IT:PROC:113:11 dated 23rd March 2021

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.

5. 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.

6. Instructions to Vendors - E Tendering

6.1 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

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.

6.2 Tenderwizard Help Desk

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

Helpdesk Contact No.: +91-11-49424365
email: eprocarebob@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 eprocarebob@etenderwizard.com)
- e-procurement queries : +91-11-49424365
(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to eprocarebob@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.

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.

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.

Do's and Don'ts for Bidder

- i. Registration process for new Bidders should be completed within first week of release of tender.
- ii. 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.
- iii. Bidders have to prepare for submission of their bid documents online well in advance as
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ix. Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

7. Guidelines to Bidders for Electronic Tendering System

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 Vendor Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

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. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

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 Encipherment.

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 'SmartScreen 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

Steps to participate in the e-Tenders

- 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.

➤ 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 NEFT/RTGS mode & submit the details in the e-procurement portal.

➤ 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.

➤ 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.

➤ 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.

➤ 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.

➤ 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.

➤ 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.

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 Vendor 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 01 - Table of Contents

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

Section #	Section Heading	Proforma Given
1	Eligibility criteria compliance with vendor comments	Annexure 02
2	Bid Fees Letter	Annexure 03
3	Earnest Money Deposit Letter	Annexure 04
4	Bid Security Form (Earnest Money Deposit)	Bidder to Provide Transaction Details or Bank Guarantee as per Annexure 05 For Micro and Small Enterprises (MSE) / Startups "Bid Security Declaration - Accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months.
5	Undertaking from the vendor	Annexure 06
6	Conformity Letter	Annexure 08
7	Letter of Undertaking from OEM / OSD (MAF)	Annexure 09
8	Undertaking of Information Security (Bidder & OEM / OSD)	Annexure 10
9	Technical Specification Sheet	Annexure 16A – 16B
10	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u>)	Annexure 18
11	Executive Technical Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Vendor's organization and position with regards to scope as per Annexure 11 explaining the technical specifications wherever required.	Vendor to provide

12	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Vendor to provide
13	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Vendor 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.	Vendor to provide
15	Bidder should provide an undertaking on his letter head that any onsite support as and when required by Bank for Network Hardware will be provided by OEM Certified Engineer (Details of Engineer along with the copy of OEM Certificate to be provided).	Vendor to provide
16	Bill of Materials and Make & Model of Network Hardware	Bidder to provide detailed Bill of Materials along with Make & Model of Network Hardware
17	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. (OEM & Bidder)	Vendor to provide
18	Integrity Pact	Annexure 17
Commercial Bid should be strictly as per Commercial bid format (Annexure - 19). Any commercial bid submitted not in conformity with Annexure – 19 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright		

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 02 - Eligibility Criteria
Eligibility Criteria Compliance to be directly met by the Vendor and OEM

Eligibility Criteria			
S. No	Eligibility Criteria	Complied (Yes / No)	Supporting 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 not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2019 till date.		Letter of confirmation (self certified letter)
3	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 participated in the bid process.		Letter of confirmation from bidder.
4	The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder
5	Bidder must be in Core business of providing Building Network Infrastructure and IT Facility Management services at least for a period of last three years.		Letter of acceptance for compliance.
6	The Bidder and OEM are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The Bidder and OEM are 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 15 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OSD/OEM.

B	Financial		
B1	Below clause Applicable for the OEM whose systems / products are quoted) or if the OEM is bidding directly		
1	Must have registered a turnover of 500 Crores or above (from Indian Operations only) in each year during the last three completed financial years.		<p>Audited Financial statements for the financial years 2017-18, 2018-19 and 2019-20.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>
2	Must be net profit making entity (from Indian operations only) continuously for the last three years that is financial years - 2017-18, 2018-19 and 2019-20.		<p>Audited Financial statements for the financial years 2017-18, 2018-19 and 2019-20.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification</p>
3	OEM should have received ISO 9001:2015 & 14001:2015 certifications for manufacturing facility from where the equipment's will originate.		Copies of relevant Certificates
B2	Below clause Applicable for the Bidder if submitting bid as a partner of the OEM (Also the OEM whose products are quoted by the partner to meet the criteria mentioned in B1)		
1	Must have registered a turnover of 100 Crores or above (from Indian Operations only) in each year during the last three completed financial years.		<p>Audited Financial statements for the financial years 2017-18, 2018-19 and 2019-20.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>
2	Must be net profit making entity (from Indian operations only) continuously for the last three		Audited Financial statements for the financial years 2017-

	years, that is financial years - 2017-18, 2018-19 and 2019-20.		18, 2018-19 and 2019-20. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification
3	Bidder should have received ISO 9001:2015 certification.		Copies of relevant Certificates
C Experience & Support Infrastructure			
1	The Bidder must have executed the following: a) Minimum 5 orders for supply, installation and maintenance of Building Network Infrastructure (With each order for supplying minimum 300+ nodes network switches of proposed OEM make at one building / location (LAN)) and b) Minimum 2 orders for providing IT Facility Management services with each order of managing minimum 300+ networked desktops at one building / location (LAN) in the last 3 Years in Banks / Financial Institutions / Government Organizations / PSUs / Corporate Enterprises in India.		Documentary Proof for implementation of order / contract execution copy.
2	Bidder must have facilitated the IT Infrastructure & Building Management System / Network Infrastructure / similar services as part of the IT Facility Management services		Letter of acceptance for compliance
3	Must have direct support team in Mumbai, Maharashtra.		Letter of confirmation (self-certified letter) along with detail of support team.
4	Bidder must have technically qualified engineers who have expertise and certification to support the installations of Network Hardware.		Letter of confirmation (self-certified letter)
D Others			

1	Bidder must have facilitated as part of the IT Facility Management Services the following: a) Desktop Management b) Network Administration c) Helpdesk Management		Documentary Proof
2	In case of Network Hardware a letter from OEM regarding the unconditional acceptance of terms and condition related to support for their products during warranty and subsequent AMC period if vendor fails to do so.		Unconditional acceptance Letter from OEM is mandatory
3	Bidder must be an authorized partner with the highest level of partnership with the OEM at least for the last 3 years under Network category.		Certificate from OEM to be submitted
4	OEM must ensure that the Network Hardware to be supplied will not be End of Sale in next 3 years and End of Support in next 5 years from End of Sale.		Letter of undertaking from the OEM.
5	If OEM is bidding directly they cannot submit another bid with any other bidder.		Letter of confirmation from both bidder and OEM
6	Bidder / OEM to have adequate stock of spares of all items supplied and should be able to replace the faulty hardware within 4 hours from the time of incident reporting. (only in Mumbai & Hyderabad)		Letter of undertaking from the OEM / Bidder.

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address & Email and Phone #



Annexure 03 - Bid Fees Letter

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

Sir,

Sub: Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, Mumbai.

We having our registered office at (hereinafter 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/payment advice etc is attached herewith.

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 04 - Earnest Money Deposit Letter

To,

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

Sir,

Sub: Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, 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

Beneficiary 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.



Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, Mumbai, RFP No. BCC:IT:PROC:113:11 dated 23rd March 2021

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.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 05 - Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To

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

Sub: Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, Mumbai.

WHEREAS _____ (hereinafter called "the Vendor") has submitted its bid dated _____ (date of submission of bid) for

.....
in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by Bank of Baroda.

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of

_____ (name of country) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto Bank of Baroda (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20_.

THE CONDITIONS of this obligation are:

1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date



-) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs.____/- (Rupees _____only).

Place :

Seal

Code no.

Signature.

Note:

1. Vendor should ensure that the seal & code no. of the signatory is put by the bankers, before submission of BG.
2. Stamp Paper is required for the BG issued by the banks located in Mumbai.

Annexure 06 – Undertaking from the Vendor

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

Sir,

Sub: Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, 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.
 - 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)
5. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
6. 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.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor'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 (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 vendor 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: Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, 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:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 09 - Letter of Undertaking from OEM / OSD

(This letter should be on the letterhead of the OEM / OSD / 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: Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, Mumbai.

We (Name of the OEM) who are established and reputable manufacturers of having factories at, and do hereby authorize M/s (who is the vendor 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 by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose. We..... (Name of the OEM) hereby convey our unconditional acceptance of terms & conditions related to support for our products during Warranty and subsequent AMC period if..... fails to do so.

The model(s) / product(s) proposed in this RFP is covered under 5 Years (3 Years Warranty + 2 Years AMC) Onsite comprehensive support from the date of installation of product.

We hereby extend our Warranty and AMC during this 5 year period as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

We assure you that in the event of M/s not being able to fulfill its obligation in respect of the Warranty and AMC terms defined in the RFP then (OEM 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:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 10 – Undertaking of Information Security

(This letter should be on the letterhead of the vendor as well as the OEM / OSD / 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: Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, 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)

Dated this.....by..... 20

Yours faithfully,

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

Annexure 11 – Scope of Work (Technical Requirement)

A. Project Scope

Bank will award the contract to the successful vendor and the vendor should deliver the services and as per following broad scope:

- a) Supply, Installation and Maintenance of Building Network Infrastructure (Core and Access Switches) for Baroda Sun Tower, Mumbai.
- b) Supply, Installation and Maintenance of Building Network Infrastructure (Core Switches) for Baroda Corporate Centre, Mumbai.
- c) Maintenance of Building Network Infrastructure (Cisco Access Switches – Cisco 4500 series) for Baroda Corporate Centre, Mumbai.
- d) Maintenance of Proxy and Antivirus Setup (Trend Micro) for Baroda Corporate Centre, Mumbai & Baroda Sun Tower, Mumbai
- e) End to End - IT Facility Management Services for Corporate Offices in Mumbai / Navi Mumbai.

B. Detailed Scope of work:

The brief scope of Work of the successful bidder is to Supply, Install and Maintain Building Network Infrastructure and End to End - IT FMS Services at Corporate Office, Mumbai. Floor wise Access Switch requirement along with no. of Line cards is detailed in Annexure 19 and Annexure 20. The services covered as part of the vendor includes, but not limited to the following:

Building Network Infrastructure of Baroda Sun Tower:

- Supply, Install and Maintain the Building Network Infrastructure (Core Switch, Access Switch and other network hardware) at Baroda Sun Tower, Mumbai.
- Designing the Network Architecture including physical network infrastructure and logical design (VLAN etc) as per bank's need.
- The defective ports in the jack panel if any are to be identified and informed to the Bank for the Bank to rectify the same.
- Replace all existing access switches, core switches and other network hardware with the new managed Access switches, Core Switches etc. Bidder shall decommission and remove the existing switches and install, configure and commission the new network equipment as per Bank's requirement.

Building Network Infrastructure of Baroda Corporate Centre:

- Supply, Install and Maintain the Building Network Infrastructure (Core Switch) at Baroda Corporate Office, Mumbai.
- Connect the existing Access switches (Cisco 4500) with new Core switches using Optical Fiber Cable / Copper Cable as per the requirement of the bank.
- Bidder's scope includes configuration of new Core switches with existing Core switches (Cisco Catalyst 6500). The proposed Core Switches should be fully compatible and

configurable with existing Access Switches (Cisco Catalyst 4500)

Maintenance of Proxy and Antivirus Setup (Trend Micro) for Baroda Corporate Centre, Mumbai & Baroda Sun Tower, Mumbai

- Bidder need to provide a valid license of Trend Micro Antivirus and Trend Micro Proxy.
- Bidder is required to re – install, Implement and support the existing server setup of Trend Micro Antivirus and Trend Micro Proxy (Client – Server Based) as and when required by the bank at Bank’s Corporate Office, Mumbai (BCC and BST).
- Bidder needs to install the antivirus software will be done in the Internet based Desktops, Laptops and Servers at Bank’s Corporate Office, Mumbai (BCC & BST).
- Vendor / OEM will provide all the updates and upgrades including version upgrades (including their reinstallation) period of contract.
- The software packages to be offered should be legally valid, licensed and latest version along with the complete set of manuals along with the media.
- Bidder shall configure / set up the rules of the software as desired by the Bank.

Common Scope for Baroda Sun Tower & Baroda Corporate Centre:

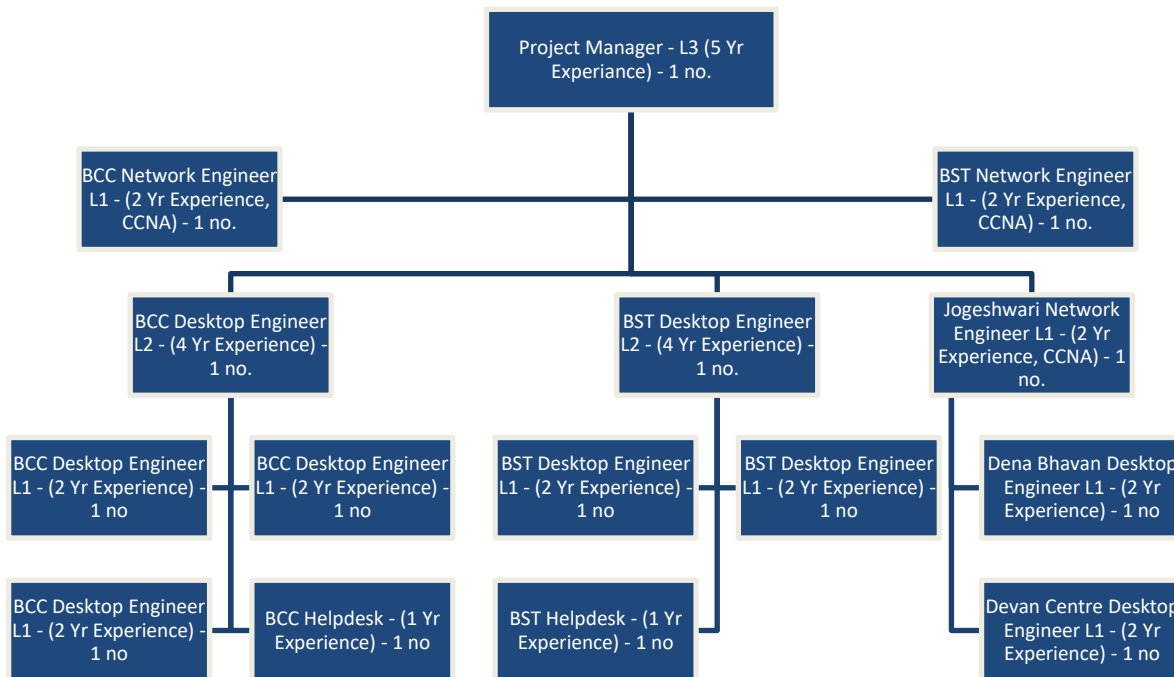
- Proper tagging of new and existing Cables as well as following proper coloring schemes for the different ports so as to avoid any ambiguities in the future. Bidder shall co-ordinate with Bank for necessary LAN cabling at the Rack Level at each floor wherever the new managed access switch is being installed.
- Installation of cables, power chords and labeling of all cables, cords etc. is bidder responsibility.
- Bidder’s scope includes uncabing the existing switches and recabing / laying new cables with proper tagging by following the colour codes between the Jack panel and the newly installed switches. Any cables to be procured needs to be informed by the bidder which will be provided by the Bank.
- Bidder needs to co-ordinate with the existing vendors for integrating with existing system / setup for the smooth functioning.
- The Bidder shall co-ordinate/raise tickets with OEM to support for configuration issues, hardware replacement etc.
- The Bidder shall provide and implement patches / upgrades of IOS during warranty and AMC period without any extra cost to Bank.
- The network hardware should be supplied with 3 years OEM comprehensive Onsite Warranty (Data Centre Care Support or equivalent) and 2 years OEM comprehensive Onsite AMC (Data Centre Care Support or equivalent) for both hardware and software (24x7x365 support). All the parts of items supplied would be covered under OEM comprehensive warranty. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of bidder to fill up the gap.
- The resolution time for switch related issue shall be 4 hours. There should be 24 x 7 x 365 support for any technical issue for all the supplied products through this RFP.

- The supplied hardware should be covered under Data Center Mission Critical or equivalent support.
- Since the implementation activity for installing new switch cannot be carried out during business hours as it needs down time of 4 to 5 hours the activity will have to be carried during holidays. Bank shall freeze a date in mutual consultation with the bidder.
- The supplied product (both software and hardware) should not be declared as End of Sale (EOS) by the OEM within next three years from the date of delivery and End of Life / Support (EOSL) by the OEM within the next five years from the End of Sale (EOS). In the event of the supplied equipment being declared EOS or EOSL within the mentioned period, the bidder has to replace the equipment with equivalent or higher configuration equipment's.

The proposed network hardware should be in the form of hardware box and should comply with technical specification as per Annexure - 16. If the make and model proposed by the bidder do not comply with technical specification as per Annexure – 16 given below for network hardware, the bidder would have deemed not to be meeting the Technical requirements hence will be disqualified in technical bid evaluation.

IT Facility Management System Scope:

The bidders are required to deploy onsite Project Manager, Network Engineer, Desktop Engineer and Help Desk for the job of IT Facilities Management Services at Bank's Corporate Office in Mumbai.



Location	Job Profile	No. of Engineer	Certification	Exp. Req.	*Timing
Common	Project Manager	1	5 Years Experiences in managing the equivalent Project	5 Years	10 AM - 6 PM
Baroda Corporate Center, BKC, Mumbai	Help Desk	1	NA	1 Year	10 AM - 6 PM
	Network Engineer – L1	1	Minimum CCNA	2 Years	10 AM - 6 PM
	Desktop Engineer – L2	1	Diploma / Certification in Comp. HW	4 Years	10 AM - 6 PM
	Desktop Engineer – L1	3	Diploma / Certification in Comp. HW	2 Years	9AM – 5PM 10 AM - 6 PM 12AM – 8PM
Baroda Sun Tower, BKC, Mumbai	Help Desk	1	NA	6 Months	10 AM - 6 PM
	Network Engineer – L1	1	Minimum CCNA	2 Years	10 AM - 6 PM
	Desktop Engineer – L2	1	Diploma / Certification in Comp. HW	4 Years	10 AM - 6 PM
	Desktop Engineer – L1	2	Diploma / Certification in Comp. HW	2 Years	10AM – 6PM 11AM – 7PM
Dena Bhavan & Devan Centre, Jogeshwari, Mumbai	Network Engineer – L1	1	Minimum CCNA	2 Years	10 AM - 6 PM
	Desktop Engineer – L1	2	Diploma / Certification in Comp. HW	2 Years	10AM – 6PM 11AM – 7PM

Note: *Bank has right to change the timing and location of the engineers as and when required by the bank. Bank has right to increase / decrease the manpower as and when required by the bank at the same quoted rates for providing support to additional offices / new projects.

I. Nature of Work of Engineers & Helpdesk person

All the mentioned IT Computer Hardware i.e. desktops, laptops, tablets, servers, printers, scanners, etc., and its related equipment (i.e. Video Conferencing Equipment, Audio Video Systems, Network Equipment, BMS equipment, UPS, EPBAX, etc) are under Warranty / AMC with the respective vendor who has supplied.

PROJECT MANGER (L3) - The primary responsibility of Project Manager is to provide 3rd Level support to manage the day to day operations for Building Network and Desktop Infrastructure. As a Project Manager, primary responsibility will be to provide a senior role

in supporting, managing, implementing and improvements to day to day work, including incident and problem management process. This involves working with a Network Engineer, 2nd level and 1st level support of Desktop Engineer and Helpdesk.

NETWORK ENGINEER (L1) - The primary responsibility of network engineer is to support for resolving operational issues of network and any hardware related issues to be taken up with the respective Warranty / AMC vendors and to ensure closing the same within the stipulated time period.

DESKTOP ENGINEER (L2) – The primary responsibility of Desktop Engineer (L2) is to provide 2nd Level support to manage the day to day operations for IT Infrastructure. As a Desktop Engineer (L2), primary responsibility will be to provide a senior role in supporting, managing, implementing and improvements to day to day work, including incident and problem management process. This involves working with 1st level support of Desktop Engineer and Helpdesk.

DESKTOP ENGINEER (L1) - The primary responsibility of desktop engineer is to support for resolving operational issues and any Desktop / Peripheral hardware related issues to be taken up with the respective Warranty / AMC vendors and to ensure closing the same within the stipulated time period.

HELPDESK - The Primary responsibility of helpdesk person is to attend and register the calls by users / vendors and assign the same to the respective Engineers / vendors and make a follow up with the respective Engineers / vendors for closing the call on day to day basis.

The roles and responsibility under IT Facility Management Services are:

A. Asset Management:

- Create and maintain hardware asset database using Microsoft excel or any tool provided by the Bank for recording information like configuration details, serial number, asset code, warranty etc. Complete hardware inventory covering for Servers, Desktops, Laptops, Printers, Plotters, Scanners, UPS, Tablet PCs, Networking equipment etc.
- Record all installation of new machines.
- Create Software inventory with information such as License, Version Numbers and Registration Details. Identify unlicensed software installations. Know who is running prohibited software.
- Software License Management
- Register all software procured by department with respective OEMs.
- Notifying Department on licensing contract renewal.
- Record of movement of asset within and out of the BOB locations. Generation of gate-pass for movement of asset out of the building. Updating the asset database. Generation of exception report when returnable asset are not returned back within the stipulated time.

B. Application Management

- Installation, upgradation and troubleshooting of applications/client software's installed

on user desktops.

- Installation of application patches, OS patches. (for application compatibility)
- L1 support for all the applications including third party applications like word, excel, MS-Outlook or any other.
- Beginning of Day & End of Day activity for various applications/systems.
- Co-ordinate with different application vendors for resolving application problems.
- Miscellaneous application installation and coordination with users for necessary assistance.

C. Desktop Management Service

- Management of all Desktops.
- Management and Ensuring the integrity of all Desktops
- Fine tuning for optimum performance.
- Proactive Disk Space Management and Health Checking
- Startup / shutdown of system and applications
- Installation of Operating System, upgrades and patches
- Reloading OS on servers, PCs
- Installation, maintenance and timely updation of Anti-virus
- Creating new file systems
- Mapping Directory Services to OS
- Fine Tuning and Performance Monitoring of Operating System
- Creation of shell scripts or batch programs to automate certain procedures
- Printer, DAT drive, Router, Fax, Modem and other Peripherals setup and maintenance
- Server backup (system state) management and taking ghost backups of critical desktops
- OS and Desktop login related problem solving
- HDD formatting / CD Drive access related issues
- Upgradation of various software's / applications on the desktop where CDs and licenses would be provided by bank of Baroda
- View and control virus on network
- Attending Hardware related issued and device / part replacement calls of desktop / peripherals

D. Network Management Service

- Configuration, troubleshooting and management of all network component. (Core Switches, Access Switches hub etc.)
- Protocol migration to any other protocol, as and when required.
- Regular Backup of Configuration of all routers and switches. [Weekly plus on any configuration change]

- Network troubleshooting.
- Monitoring health and utilisation of lease lines in Corporate Offices and reporting the status to BOB and coordinating with bandwidth service provider. .
- Liaison and co-ordination with service provider in case of problem and form new lease line procuring.
- Monitoring of Network equipment / hardware.
- WAN / LAN Management, IP Addressing and VLAN Management.
- Network bandwidth monitoring and Network Performance Management.
- Traffic monitoring, performance analysis and fine tuning.
- Performing network repairs and upgrades wherever required
- Corrective and preventive measures to be incorporated in consultation with Bank for better network manageability
- Provide services for link/devices augmentation/deletion, relocation/connection/disconnection etc., as and when required.
- Maintaining the documentation of IPs, Network configuration, Routers, Switches, Modems and all other Network components.
- Schedule Updation of Network equipment OS. Installation of patch.
- Monitoring health of lease lines
- Bandwidth monitoring and utilization
- Configuring of all Network Components management, Troubleshooting
- Liasioning and co-ordinating with service providers in case of problems and for new lease line procuring
- Real time Virus detection
- Identifying clients that attempt to upload an infected file.
- Monitoring and facilitate dealer board and Voice recording operation.
- Daily Reporting of Network device status, Network call status and Link utilisation report to Bank.

E. Server Management:

- Ensuring the integrity of all servers
- Proactive disk space management

F. OS Administration:

- Installation of operating system, upgrades and patches
- Reloading OS on servers & desktops.
- Creating new file systems
- OS troubleshooting.

G.Backup and restore

- Assisting Bank staff for taking daily / weekly backup operations

- Labeling media for identification and retrieval
- Assisting in keeping proper storage and handling of tapes to prevent data loss
- Conducting regular restoration exercises with backed up data to confirm validity

H. Vendor Management Service:

- Maintaining database of various vendors with details like contact person, telephone no., escalation matrix, response time and resolution time commitments
- Call logging with vendors, maintain downtime register of various IT, Telecom, Security Systems, AV Systems implemented by various vendors.
- Coordinating with vendors to get the problems resolved.
- Keeping track of hardware and software maintenance contract entered into by Bank with various vendors.
- Analyzing the performance of different vendors and their maintenance contract with Bank.
- Follow up with vendors regarding IT spare parts, consumables like cartridges etc.

I. MIS reports and Metrics

- Daily call log
- Network Utilization report
- Average response time
- Listing of assets deployed
- On call service details
- Escalated call status reports
- Antivirus Status Report
- Implementation / Sign off from Dept.
- Recommending upgrade / replacement.
- Vendor has to provide monthly service delivery report to cover the above mentioned reports.

II. General

- Installation, configuration, reconfiguration and troubleshooting of new and existing Desktops, Printers, Laptops, Tablets, Apple iPads and other computer peripherals.
- Maintaining desktop / client OS software, Network management, etc as and when required and provide services, such as relocation of PCs, or adding or removing accessories, attachment or other devices / peripherals. Support for Anti-virus scanning, e-mail, Internet access, and LAN connectivity.
- Configuration of print server and resolving all printing problems of users.
- Arranging / downloading from Internet and loading of drivers of peripherals, as and when need arise.
- Configuration / reconfiguration of client machines to ensure optimum network connectivity and applications/service availability to all users.
- Client configuration of MS Office clients, MS Teams Antivirus, Proxy, etc.

- Installing, reloading, reconfiguring of any desktop / office automation software-mail clients, browsers, applications, clients of any application etc., as and when required.
- Re-establishing the network connectivity and application availability after any hardware/software failure.
- In case of hard disk failure, the bidder shall make all attempts possible to retrieve the data and transfer to the new hard disk. The Hard disk should be of same make and have capacity, specification equal to or higher than the original hard disk.
- Making its own arrangement to get all system software bug fixes, patches, and upgrades from Internet or the concerned software principals.
- Anti-virus updating across the desktops and also updating of Patches from a central location.
- Ensuring end-end connectivity of Voice, Data network for providing Internet access on LAN by liasoning with service provider (like Tata Communications, Bharti, MTNL, Reliance etc).
- Arranging issue specific periodic Training of IT, Telecom, Security Systems implemented by various vendors for officers from Bank.
- The engineers will operate all the IT, Telecom, Security Systems, AV Systems, video conferencing systems, etc. implemented by various vendors.
- The engineer will support all the IT, Telecom, Security Systems, AV systems, Video conferencing systems, etc., and resolve the operational issues if any immediately
- Vendor will also neither disclose nor use any information gathered during the execution of Facilities Management Services.
- Vendor has to provide the onsite support at residence in Mumbai / Navi Mumbai on call basis as per the requirement of the Bank. For this the Bank will not pay any additional conveyance charges to the engineers.
- Engineer has to provide the support the various application to the Bank's like Microsoft Teams, Bank's Wifi Setup, Video Conferencing Units etc.

III. Other Scope

- The scope of work mentioned above is current requirement, which may change subsequently.
- Bidder would keep resident engineers who are fully conversant with the various systems operational in this building.
- Resident engineers are to support for resolving operational issues and any hardware related issues to be taken up with the respective Warranty / AMC vendors and to ensure closing the same within the stipulated time period.
- Help desk person is to attend the calls by users / vendors and assign the same to the respective vendor and make a follow up with the respective vendor for closing the call on day to day basis.
- Help Desk Person should have knowledge of both domain, (i.e. Network as well as Desktop) so he can interpreted the problem.
- All IT Facility Management Engineers should have following qualification other than above mentioned certification:
 - Should have Graduate.

- Should have certification as per mentioned above.
- Bidder can only suggest IT Facility Management Engineer, before final appointment suggested FM Engineer will have to go through interview with Bank's officials. If any stage of interview Bank finds that particular Engineer is not suitable for work, Bank may decline his candidature and ask Bidder for another Engineer.
- Bank will have right for final appointment of IT FM Engineer.
- Before final appointment of Engineer, Bidder need to submit scan copy of his / her documents. (confirming his / her education qualification, Identity and address)
- In case of exigency the engineer has to stay back until the issue is resolved or may have to report early as the case may be.
- Within the contract period if Bank finds that particular FM Engineer is unpunctual, Misbehaving with Bank's officials, not performing, not fulfilling Bank's requirement, Breaking Bank's policy or intends to harm Bank, Bank will have right to ask for replacement of particular Engineer.
- Due to any reason if any FM Engineer leaves the organization, (Bank or Bidder Company):
 - FM Engineer will have to serve 1 month notice period same should be mentioned in their appointment letter.
 - Bidder Company will have to provide replacement as per process mentioned above.
 - FM Engineer will have to hand over all responsibility to new FM Engineer including passwords and information that ensures smooth functioning of Bank's Infrastructure.
 - New FM Engineer will have to take security measures immediately (i.e. changing password etc.)

Training: Periodic Training should be arranged by the Vendors for officers from Bank by the resident engineer at our Corporate Office, Bandra, Mumbai.

IV. Visit of our administration offices & Executive residences in Mumbai

Even though engineers are going to be resident at our Baroda Corporate Centre and Baroda Sun Tower, BKC, Bandra, Mumbai or any admin offices on call basis, if necessary the Bank will utilize the existing engineers services to our other administration offices at Dewan Centre (Jogeshwari), Dena Bhavan (Jogeshwari), DWH (Navi Mumbai) and other locations in Mumbai / Navi Mumbai and also other top executives residences at Mumbai/ Navi Mumbai. For this the Bank will not pay any additional conveyance charges to the engineers.

V. Penalty & Additional charges

Bidder has to provide standby engineer / help desk personal immediately in case of a resident engineer / help desk person is not reporting / available continuously for more than

- 4 hours in a day (Under normal circumstances) Or
- 1 day in case of unplanned / emergency leave of any engineer.

In such a case the Bidder should immediately provide the Bank with an equivalent standby resident engineer or helpdesk person for that engineer and helpdesk person

respectively.

In case if Bidder fails to provide a standby resident engineer/ Helpdesk person and if the minimum uptime percentage is not met the bidder has to pay penalty charges as stated / calculated in Annexure 12 – Service Levels – FM Services.

The penalty charges will be calculated on quarterly basis and will be adjusted towards the subsequent quarter invoices to be submitted by the bidder. In case if there is no pending invoice to be paid by the bank to the bidder, the bidder has to submit a pay order / cheque payable at Mumbai in favor of Bank of Baroda for the same within 15 days from the notice period from the Bank.

In case Bank requires the services of resident engineer on holidays the Bank will provide the compensatory leave to the engineer. Compensatory off should be availed subject to the Bank's go ahead / approval by the engineer within the 30 days otherwise the same will lapsed.

Annexure 12 – Service Level Definitions for Network Infrastructure and IT Facility Management Service

A. SLA for Network Infrastructure (Core Switch, Access Switch and existing AMC of existing Access Switch) (Individually)

Bidder will have to guarantee a **minimum uptime of 99.5%**, calculated on a monthly basis. Application availability along with the requisite hardware / appliance (as provided by the vendor) will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage	: 100% less Downtime Percentage
Downtime percentage	: Unavailable Time divided by Total Available Time, calculated on a monthly basis.
Total Available Time	: 24 hrs per day for seven days a week
Unavailable Time	: Time involved while the services is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.0% =< A < 99.5%	2% of the product cost
98.5% =< A < 99%	5% of the product cost
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of the product cost for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the product cost and thereafter, Bank has the discretion to cancel the contract. 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 individually for each Network Infrastructure (Core Switch & Access Switch).
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis for each Network Infrastructure (Core Switch & Access Switch)
- Tag Access – 24 x 7 x 365
- Response Time – 2 hrs within logging the call either telephonic or onsite
- NW Equipment Replacement – 4 hours replacement

B. SLA for IT Facility Management Services

Bidder will have to guarantee a minimum uptime of 99% per resource (i.e. attendance of each of the resources), 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 8 hrs per day per person for six / five days a week (Sundays and 2nd & 4th Saturday's are excluded). In case in any month there are Bank holidays then the same also would be excluded.

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 (Under normal circumstances) Or 1 day in case of unplanned / emergency leave of any engineer 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

Annexure 13 - 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 Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Vendor") 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"), the vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India 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 Vendor has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Vendor, 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 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 Vendor of any of the terms and conditions

contained in the PO and RFP and in the event of the Vendor 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 Vendor 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 vendor 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 Vendor 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 vendor 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 vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor 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 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.
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 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.

7. 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 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 uncanceled 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 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.
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 vendor 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 vendor 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...../- (Rupeesonly)
 - 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 14 - Bank Guarantee for early release of retention money

BANK GUARANTEE (FORMAT OF BANK GUARANTEE)

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai
400051

Dear Sir,

WHEREAS (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at, (Please provide complete address) (hereinafter referred to as "Vendor") 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 vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Nationalized 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 vendor 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 vendor 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 vendor may have against BOB or any disputes raised by the vendor 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 vendor, indulgence shown to the vendor by BOB, with or without the consent and knowledge of the Guarantor or

by any alterations in the obligations of the vendor 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 vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor 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 vendor by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor 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..... 20..... at

For and on behalf of..... (Bank).

Authorised Signatory in favor of the Bank

Designation



Annexure 15 - 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
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla 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 fulfil 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.....by20
Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor'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)
2.
3.



Request for Proposal for Selection of Vendor for Supply, Installation and Maintenance of Building Network Infrastructure and providing IT Facility Management Services at Corporate Office, Mumbai, RFP No. BCC:IT:PROC:113:11 dated 23rd March 2021

Annexure 16 - Technical Specifications for RFP for Supply, Installation and Maintenance of Building Network Infrastructure.

“attached as separate sheet”

Annexure 17 - Integrity Pact

PRE CONTRACT INTEGRITY PACT

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

Between

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"

Preamble

BOB is \ one of the nationalized PSU Bank having its presence through its 9500+ of branches and 100+ administrative offices throughout India and 25+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's 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).

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 itself 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, for self 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 there be a substantive 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)

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption.

The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The 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.
 - b. The 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.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the 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.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(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).
 - e. The 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.
 - f. 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.
- 2) The Bidder(s) will not instigate third persons to commit offences outlined above or be a necessary to such offences.

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

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

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 / Subcontractors

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The BOB will enter into agreements with identical conditions as this one with all 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)/ Subcontractor(s)

If the BOB obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor 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 (email id: 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 as confidential.
- 3) The 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-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(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 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid 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 several 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 outside 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 & On behalf of the BOB)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place: _____

Date: _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure 18 – Masked Commercial Bid Format

HW Particulars	Qty	Unit Rate (Rs)	Amt (Rs)	AMC (%)	AMC Amt (Rs) (2 Yrs)	Total Amount (Rs)
Core Switch for BCC Building (As per Technical Specifications Annexure – 16 A)	2	0	0	0	0	0
Core Switch for BST Building (As per Technical Specifications Annexure – 16 A)	2	0	0	0	0	0
Access Switch Chassis for BST Building (Should include dual supervisory engine with all modules other than 48 Port RJ 45 Line Card) (As per Technical Specifications Annexure – 16 B)	12	0	0	0	0	0
Access Switch Module (48 Port – RJ45 Line Card) (As per Technical Specifications Annexure – 16 B)	63	0	0	0	0	0
Implementation Cost – Network Infrastructure for BCC & BST Building (Scope as per Annexure 12)	xx	0	0	X	X	0
Any Other Charges (if any Please specify)	x	0	0	X	X	0
(A) Total Cost for 5 Years (i.e. 3 Years Warranty & 2 Years AMC) exclusive of Goods & Service Tax (in Rs.)						0

Service charges for Engineers	Qty	Year 1		Year 2		Year 3		Year 4		Year 5		Total Amt (in Rs.)
		Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	
Project Manager	1	0	0	0	0	0	0	0	0	0	0	0
Network Engineer – L1	3	0	0	0	0	0	0	0	0	0	0	0
Desktop Engineer – L2	2	0	0	0	0	0	0	0	0	0	0	0
Desktop Engineer – L1	7	0	0	0	0	0	0	0	0	0	0	0
Help Desk	2	0	0	0	0	0	0	0	0	0	0	0
Total		x	0	x	0	x	0	x	0	x	0	xxx
(B) Total Cost for 5 Years exclusive of Goods & Service Tax (in Rs.)												0

TABLE 3												
AMC	Qty	Year 1 AMC – till 31 st Aug 22		Year 2 AMC – 1 st Sept 22 to 31 st Aug 23		Year 3 AMC – 1 st Sept 23 to 31 st Aug 24		Year 4 AMC – 1 st Sept 24 to 31 st Aug 25		Year 5 AMC – 1 st Sept 25 to 31 st Aug 26		Total Amt (in Rs.)
		Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	
Cisco Access Switch – Cisco 4510 Series (Baroda Corporate Centre) – AMC Starting from 20 th June 2021	9	0	0	0	0	0	0	0	0	0	0	0
Trend Micro Anti-Virus Solution – Renewal (Server – Client Solution) – 1 no. of Server Setup for BCC Building and 1 no. Server Setup for BST Building. (No. of Clients 2000) – AMC Starting date 1 st September 2021	2000	0	0	0	0	0	0	0	0	0	0	0
Trend Micro Proxy Solution – Renewal (Server – Client Solution) – 2 no. Server Setup for BCC Building and 2 no. Server Setup for BST Building. (No. of Clients 2000) – AMC Starting date 1 st September 2021	2000	0	0	0	0	0	0	0	0	0	0	0
Total		x	0	x	0	x	0	x	0	x	0	xxx
(C) Total Cost for 5 Years exclusive of Goods & Service Tax (in Rs.)												0
Total Cost (TABLE 1 (A) + TABLE 2 (B) + TABLE 3 (C)) for 5 Years exclusive of Goods & Service Tax (in Rs.)												0

We abide by following terms and conditions:

a) 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.

- b) 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. Vendor should make no changes to the quantity.
- c) If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d) All Deliverables to be supplied as per RFP requirements provided in the tender.
- e) The Service Charges need to include all services and other requirement as mentioned in the RFP.
- f) The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- g) The Quantity mentioned here is approximate and Bank reserves the right to alter the quantity as per its requirement. However the maximum quantity which the Bank can order against any line item would be an addition of 25% of the quantity mentioned against that particular line item.
- h) The minimum AMC (after the warranty period) to be quoted by the vendor is 7% per annum.
- i) All prices to be in Indian Rupee (INR) only.
- j) Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and 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. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- k) All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- l) If there is any mismatch between Unit cost per year x Quantity x period and the total price quoted by the vendors, then Bank will consider the highest value among both the values for TCO calculation. However the Purchase Order will be placed on lower value.

Commercial Bid Submission on e-procurement portal:

- a) 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.
- b) 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.
- c) 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 & conditions mentioned above and in this RFP Document and subsequent addendums. Also, we understood that if any mismatch is found between pdf & excel file, commercials mentioned in PDF will be taken as final for evaluation purposes.

Authorized Signatory

Designation:

Name:

Vendor's Corporate Name:

Address:

Email:

Phone:

Place:

Date:

Annexure 19 – Commercial Bid Format

TABLE 1						
HW Particulars	Qty	Unit Rate (Rs)	Amt (Rs)	AMC (%)	AMC Amt (Rs) (2 Yrs)	Total Amount (Rs)
Core Switch for BCC Building (As per Technical Specifications Annexure – 16 A)	2	0	0	0	0	0
Core Switch for BST Building (As per Technical Specifications Annexure – 16 A)	2	0	0	0	0	0
Access Switch Chassis for BST Building (Should include dual supervisory engine with all modules other than 48 Port RJ 45 Line Card) (As per Technical Specifications Annexure – 16 B)	12	0	0	0	0	0
Access Switch Module (48 Port – RJ45 Line Card) (As per Technical Specifications Annexure – 16 B)	63	0	0	0	0	0
Implementation Cost – Network Infrastructure for BCC & BST Building (Scope as per Annexure 12)	xx	0	0	X	X	0
Any Other Charges (if any Please specify)	x	0	0	X	X	0
(A) Total Cost for 5 Years (i.e. 3 Years Warranty & 2 Years AMC) exclusive of Goods & Service Tax (in Rs.)						0

TABLE 2												
Service charges for Engineers	Qty	Year 1		Year 2		Year 3		Year 4		Year 5		Total Amt (in Rs.)
		Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	
Project Manager	1	0	0	0	0	0	0	0	0	0	0	0
Network Engineer – L1	3	0	0	0	0	0	0	0	0	0	0	0
Desktop Engineer – L2	2	0	0	0	0	0	0	0	0	0	0	0
Desktop Engineer – L1	7	0	0	0	0	0	0	0	0	0	0	0
Help Desk	2	0	0	0	0	0	0	0	0	0	0	0
Total		x	0	x	0	x	0	x	0	x	0	xxx
(B) Total Cost for 5 Years exclusive of Goods & Service Tax (in Rs.)												0

TABLE 3												
AMC	Qty	Year 1 AMC – till 31 st Aug 22		Year 2 AMC – 1 st Sept 22 to 31 st Aug 23		Year 3 AMC – 1 st Sept 23 to 31 st Aug 24		Year 4 AMC – 1 st Sept 24 to 31 st Aug 25		Year 5 AMC – 1 st Sept 25 to 31 st Aug 26		Total Amt (in Rs.)
		Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	Unit Rate	Amt	
Cisco Access Switch – Cisco 4510 Series (Baroda Corporate Centre) – AMC Starting from 20 th June 2021	9	0	0	0	0	0	0	0	0	0	0	0
Trend Micro Anti-Virus Solution – Renewal (Server – Client Solution) – 1 no. of Server Setup for BCC Building and 1 no. Server Setup for BST Building. (No. of Clients 2000) – AMC Starting date 1 st September 2021	2000	0	0	0	0	0	0	0	0	0	0	0
Trend Micro Proxy Solution – Renewal (Server – Client Solution) – 2 no. Server Setup for BCC Building and 2 no. Server Setup for BST Building. (No. of Clients 2000) – AMC Starting date 1 st September 2021	2000	0	0	0	0	0	0	0	0	0	0	0
Total		x	0	x	0	x	0	x	0	x	0	xxx
(C) Total Cost for 5 Years exclusive of Goods & Service Tax (in Rs.)												0
Total Cost (TABLE 1 (A) + TABLE 2 (B) + TABLE 3 (C)) for 5 Years exclusive of Goods & Service Tax (in Rs.)												0

We abide by following terms and conditions:

a) 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.

- b) 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. Vendor should make no changes to the quantity.
- c) If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d) All Deliverables to be supplied as per RFP requirements provided in the tender.
- e) The Service Charges need to include all services and other requirement as mentioned in the RFP.
- f) The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- g) The Quantity mentioned here is approximate and Bank reserves the right to alter the quantity as per its requirement. However the maximum quantity which the Bank can order against any line item would be an addition of 25% of the quantity mentioned against that particular line item.
- h) The minimum AMC (after the warranty period) to be quoted by the vendor is 7% per annum.
- i) All prices to be in Indian Rupee (INR) only.
- j) Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and 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. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- k) All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- l) If there is any mismatch between Unit cost per year x Quantity x period and the total price quoted by the vendors, then Bank will consider the highest value among both the values for TCO calculation. However the Purchase Order will be placed on lower value.

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- a) 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.
- b) 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.
- c) 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 & conditions mentioned above and in this RFP Document and subsequent addendums. Also, we understood that if any mismatch is found between pdf & excel file, commercials mentioned in PDF will be taken as final for evaluation purposes.

Authorized Signatory

Designation:

Name:

Vendor's Corporate Name:

Address:

Email:

Phone:

Place:

Date:

Annexure 20 – BST Floor wise details of Access Switch and Core Switch

Bidders are required to supply access switch as per the requirement given below:

S. No.	Floor	Access Chassis based Switch Required	Total Number of Ports Required	Optical Fiber Connectivity to Sixth Floor
1	Ground Floor	1	48 port x 5	2 – Uplink, 2 – Downlink
2	First Floor	Not Required		
3	Second Floor	2	48 port x 11	2 – Uplink, 2 - Downlink
4	Third Floor	2	48 port x 10	2 – Uplink, 2 - Downlink
5	Fourth Floor	2	48 port x 10	2 – Uplink, 2 - Downlink
6	Fifth Floor	1	48 port x 8	2 – Uplink, 2 - Downlink
7	Sixth Floor	1	48 port x 5	2 – Uplink, 2 - Downlink
8	Sixth Floor (Core Switch Room)	Primary and Secondary Core Switch Will be installed at 6 th floor.		
9	Seventh Floor	1	48 port x 8	2 – Uplink, 2 - Downlink
10	Eight Floor	1	48 port x 3	2 – Uplink, 2 - Downlink

Note: 1 no. of Access Switch chassis and 3 no. of access switch module will be kept as a buffer stock.