Request for Proposal
For Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches

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

20th January 2018
RFP Reference: BCC:IT:PROC:110:04

[A] Important Dates:

#	Particulars	Timeline
1	**RFP Issuance Date**	**20th January 2018**
2	**RFP Coordinator Name, Contact details (Bank)**	1. Mr. Arnab Das, Manager (IT) 2. Contact No. - 022-66983237 / 1556 / 3228 3. Email: rfp.it.procurement@bankofbaroda.com 4. Postal Address: The Chief Manager (IT), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7th Floor, Project Office, BKC, Mumbai-400051
3	**Last Date of Written request for Clarifications Before the Pre-bid Meeting**	4:00 PM on 22nd January 2018
4	**Pre–bid Meeting**	2:30 PM on 23rd January 2018 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
5	**Last Date of Submission of RFP Response (Closing Date)**	01:00 PM on 03rd February 2018 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
6	**Eligibility & Technical Bid Opening Date**	01:30 PM on 03rd February 2018 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai - 400051
7	**Commercial Bid Opening**	The commercial bids of only those vendors who qualify in technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
8	**Application Money**	Rs. 25,000/- (Rupees Twenty Five Thousand only)
9	**Bid Security**	Rs. 10,00,000/- (Rupees Ten Lakh Only)
10	**Minimum requirement for Online RFP response submission**	1. Computer / Laptop (Notebook) with internet connection 2. Operating system - Windows XP Service pack - 3 / VISTA/ Windows 7 or above 3. Digital certificate (DC) - Class II or III, Singing + Encryption. (DC to be organizational type if bidder is participating on behalf of an organization) 4. Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above
11	**Mode of bid submission & online portal's URL**	Mode: Online URL: **https://bobtenders.abcprocure.com**

12	**Support details of Online Portal facilitator**	M/s e-Procurement Technologies Limited Mr. Shivam Shewaramani Email: Shivam@auctiontiger.net Phone: +91-79-40016824

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'

2. Recipient, Respondent, Vendor, Bidder, means the respondent to the RFP document

3. RFP means the Request For Proposal document

4. Proposal, Bid means "Response to the RFP Document"

5. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda

Confidentiality:

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Contents

1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to select a Vendor for Supply, Installation and Maintenance of Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches at DC & DR.

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.

1.2 Information Provided

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

1.3 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

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1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

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.

1.10 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy

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found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.6.

1.11 Standards:

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

1.12 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.

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2. RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Money

Application Money as mentioned in "[A] Important Dates – Application Money" must be deposited through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring **BANK OF BARODA, BANK ACCOUNT NO. 29040400000418, BANK IFSC CODE - BARB0BANEAS**.

Bidders shall have to submit Application Money through RTGS/NEFT channel during the "Downloading of Tender Document" period. However, such transaction should be done 2 days before the specified timeline for bid submission as per tender schedule. 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". Bidders must not submit the Application Money in parts i.e. whole amount of Application Money should be deposited in one instance. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.

2.1.2 RFP Closing Date

RFP Response should be received by the officials as indicated in "**[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)**" as per the details given in this Section.

2.2 Registration of RFP Response

Eligibility Cum Technical and Commercial bids shall be uploaded online. The online submission must contain all documents, information, and details required by this RFP. 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.

2.3 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late

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RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding. System may not allow bidders for late submission in case of online submission.

2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. 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.

2.5 Contract period

The Contract with the selected vendor will be valid for a period of 5 years from the date of the date of purchase order. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

2.6 Requests for Information

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. All queries / clarifications requested must be addressed in the format as per Annexure 06 – Comments Format only.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in "**[A] Important Dates – Last Date of Written Request for Clarifications Before the Pre-bid Meeting**"

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.

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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.

2.7 Notification

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.

2.8 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

2.9 Language of Tender

The Tender prepared by the Vendor, as well as all correspondence and documents relating to the Tender exchanged by the Vendor and the Bank and supporting documents and printed literature shall be in English language only.

2.10 Formats of Bids

The vendors should use the formats prescribed by the Bank in the tender for submitting both technical and commercial bids.

The Bank reserves the right to ascertain information from the banks and other institutions to which the vendors have rendered their services for execution of similar projects.

2.11 Timeframe

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.

2.12 RFP Response Submission Details

Bidder should submit their Eligibility Cum Technical and Commercial bids Online i.e. through **https://bobtenders.abcprocure.com**.

Application Money as mentioned in "[**A] Important Dates – Application Money**" must be deposited through RTGS (Real Time Gross Settlement) / NEFT as mentioned in the clause 2.1.1. Vendor should submit the bid security as mentioned section 2.13 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 /

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Bid Security are liable to be rejected.

Commercial Bid - Annexure 13A and Annexure 13B **(Commercial bid must be sealed and signed by authorized signatory by the bidder and must be submitted through online mode and after encryption by e-signer tool only).**

Bidder has to submit commercial bids in two separate Encrypted documents as under:

A. First Encrypted Commercial Bid (Annexure 13A) – Should contain commercials of Enterprise Storage, SAN Director and Mid Range Storage.

B. Second Encrypted Commercial Bid (Annexure 13B) – Should contain commercials of Blade SAN Switch.

TCO of commercials for A and B will be evaluated separately and L1 vendor will be decided based on the lowest commercials evaluated as per RFP terms for A and B individually. It is not compulsory for Bidder to bid for both A and B.

IMPORTANT POINTS TO BE NOTED

a) The Commercial bid submission as part of the RFP response without encryption are liable to be rejected.

b) The RFP response documents should be submitted through online mode.

c) The proposal should be prepared in English in MS Word / Excel / Powerpoint format.

d) All letters must be addressed to the following:
   The General Manager,
   Chief Technology Officer
   & Head IT Projects & CRM
   Bank of Baroda, Baroda Sun Tower
   C-34, G-Block, BKC, Mumbai-51

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

f) 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.

g) The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.

h) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.13 Bid Security

The vendors will have to submit the Bid Security while submitting their bid as mentioned in point "**[A] Important Dates – Bid Security**". The bid security money deposit is required to protect the Bank against the risk of Vendor's conduct.

The Bid Security shall be denominated in the Indian Rupees only and shall be paid

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through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring **BANK OF BARODA, BANK ACCOUNT NO. 29040400000418, BANK IFSC CODE - BARB0BANEAS** or a bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in the form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

The bid security money deposit of a vendor may be forfeited or the bank guarantee in lieu of RTGS/NEFT may be invoked by the Bank if the vendor withdraws its bid during the bid validity period.

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

Successful 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 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.

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

2.14 Commercial Bid

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. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in Annexure 13A and Annexure 13B. 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.

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3. Project Details

3.1 Introduction and Project Overview

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 5500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda is floating this RFP for Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches at DC & DR.

3.2 Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Vendors, hereafter called as 'Bidders or Vendors', to participate in the competitive bidding for Supply, Installation and Maintenance of Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches at DC & DR.

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 technical requirement as mentioned in Annexure 10. The participating vendor must agree all our terms & conditions mentioned under this RFP.

3.3 Project Scope

Bank intends to procure Enterprise Storage & SAN Switches. Detailed scope and requirement is mentioned in Annexure 10.

3.4 Service Levels and Uptime Guarantee

For details, please refer to Annexure 11 that details the service levels.

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4. Evaluation process

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

▸ Stage 1 –Eligibility Cum Technical Bid

▸ Stage 2 – Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor 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 vendors to this document and bank will not entertain any correspondence in this regard.

4.1 Eligibility cum Technical Bid

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

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

Proof of Concept (POC) for Enterprise Storage and backbone SAN Director Switches:
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 vendor 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. Further POC will verify the compatibility with existing infrastructure of the Bank**

d) **Vendors who have failed in the POC will automatically stand disqualified technically.**

The Bank's officials would visit reference sites provided by the Vendor 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 Vendor in case the responses received from the site visited are negative or the Enterprise Storage and / or SAN switches 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

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ordered.

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

4.2 Commercial Bid Evaluation

The commercial bids of only those vendors 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 vendors. 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.

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5. Terms and conditions

5.1 General

5.1.1 General Terms

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

5.1.1.2 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.

5.1.1.3 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.

5.1.1.4 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.

5.1.2 Rules for Responding to this RFP

5.1.2.1 All responses received after the due date / time as mentioned in **"[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)"** would be considered late and would be liable to be rejected.

5.1.2.2 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

5.1.2.3 All responses including commercial and technical bids 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.

5.1.2.4 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the bid security amount with the Bank or to withdraw the bid and obtain the security provided.

5.1.2.5 Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same item/ product.

5.1.2.6 The vendor may modify or withdraw its offer after submission, provided

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that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the vendor subsequent to the closing date and time for submission of the offers.

5.1.2.7 The vendor is required to quote for all the components and services mentioned in the Annexure 10 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/services. 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.

5.1.2.8 In case of discrepancy in soft copy and hard copy of the bids, the vendors agree that Bank can consider hard copy as final and it will be binding on the vendor. The Bank in this case may also reject the offer outright.

5.1.2.9 Based on the Bank's requirements as listed in this document, the vendor should identify the best-suited model / services which would meet the Bank's requirements and quote for the same. In case the vendor quotes more than one option against single requirement and they have not specified which particular option 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.

5.1.2.10 Vendor must furnish requirements as per the formats provided in the RFP document.

5.1.2.11 In the event the vendor has not quoted for any mandatory or optional 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.

5.1.2.12 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.

5.1.2.13 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 Vendor free of cost

5.1.2.14 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

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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.

5.1.2.15 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.

5.1.2.16 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.

5.1.2.17 The vendor 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 and other schedules as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

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

a) Bids submitted by holding company and its subsidiary
b) Bids submitted by two or more companies having common director/s
c) Bids submitted by two or more partnership firms / LLPs having common partners
d) Bids submitted by two or more companies in the same group of promoters/management
e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.1.3 Price Bids

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

5.1.3.2 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.

5.1.3.3 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 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.

5.1.3.4 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, the 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

5.1.3.5 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 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

5.1.3.6 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". Vendor should ensure that the project should not suffer for any reason.

5.1.3.7 The Bank will consider the Total Cost of Ownership (TCO) over a 5 year period. However, the contract would be valid for a period of 5 years from the date of purchase, and any residual payment during that period would be

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adjusted on a prorate basis.

5.1.4 Price Comparisons

5.1.4.1 The Price offer shall be on a fixed price basis and 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 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 in the prices once the prices are fixed and agreed to by the Bank and the vendors during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 The successful vendor will be determined on the basis evaluation mentioned in Clause 4 above.

5.1.4.3 Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. 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 technically short-listed vendors to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed 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.

5.1.4.4 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:

5.1.4.4.1 Prices quoted by the Vendor should be inclusive of all taxes, duties and levies etc. except GST which will be paid extra. The Vendor is expected to provide a breakup of the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types in both the commercial and masked bids and tax percentage in commercial bid.

5.1.4.4.2 Minimum of three year comprehensive Product warranty covering all parts, service visits to the our corporate office Mumbai and three years onsite service warranty. The Warranty should include all costs that the original manufacturer would charge the vendor and also include repair and maintenance of all HW parts other than on account of replacement due to abnormal site conditions of Force Majeure;

5.1.4.4.3 Yearly preventive maintenance (if required) in consultation with the Banks team of all the equipment's needs to be conducted which should include

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cleaning of inside and outside of all equipment's during warranty period. Preventive Maintenance will include replacement of worn-out parts etc. Vendor will have to maintain HW after the warranty period, for a minimum period of 2 years. In case equipment is taken away for repairs, the Vendor shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected. The Vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country. The Vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office.

5.1.4.4.4 Transportation, forwarding and freight charges of all equipment to the site

5.1.4.5 The Vendor is expected to provide for services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.

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

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

5.2 Bid Security and Performance Guarantee

5.2.1 Bid Security

5.2.1.1 Vendors are required to give a Bid Security of an amount as mentioned in section 2.13.

5.2.1.2 Offers made without the Bid Security will be rejected.

5.2.1.3 The amount of Bid Security would be forfeited in the following scenarios:

5.2.1.3.1 In case the vendor withdraws the bid prior to validity period of the bid for any reason whatsoever;

5.2.1.3.2 In case the vendor 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

5.2.1.3.3 In case the Vendor fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

5.2.2 Performance Guarantee

5.2.2.1 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 12 to the extent of 10% 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.

5.2.2.2 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.

5.2.2.3 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.

5.2.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the Bid Security taken from the vendor, will be forfeited.

5.3 Others

5.3.1 The project will be deemed accepted only when all the deliverables are in place as per Bank's requirement.

5.3.2 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.

5.3.3 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.

5.3.4 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 vendor is 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

5.3.5 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

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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.

5.3.6 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.

5.3.7 The Vendor shall represent that the services 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.

5.3.8 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.

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

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5.3.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

5.3.9.2 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.

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

5.3.10.1 Will not violate or contravene any provision of its documents of incorporation;

5.3.10.2 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;

5.3.10.3 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;

5.3.10.4 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.

5.3.11 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.

5.3.12 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

5.3.13 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.

5.4 Other RFP Requirements

5.4.1 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.

5.4.2 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.

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

5.4.4 Vendors shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in "**[A] Important Dates – RFP Coordinator"**, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.

5.4.5 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.

5.4.6 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.

5.4.7 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

5.4.8 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

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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.

5.4.9 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.

5.4.10 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

5.4.11 Details of Sub-contracts, as applicable – If required by the Bank, vendor's should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the vendor, the vendor shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the vendor to perform its obligations. The vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

5.4.12 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.

5.4.13 There will be an acceptance meeting by the Bank of the resources. In case of discrepancy in facilities provided, the Bank reserves the right to cancel the entire purchase contract. The meeting will be arranged by the Vendor at the site in the presence of the officials of the Bank. The contract tenure for the Managed Services will commence after acceptance of the resources by the Bank.

5.4.14 The Vendor getting the contract shall install the HW and software at Bank's identified locations. Vendor should ensure that the HW and software delivered to the Bank including all components and attachments are brand new.

5.4.15 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

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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.

5.4.16 Undertaking from OEM (Annexure 08) – The Vendor should furnish a letter from original equipment manufacturer (OEM) authorizing the Vendor to quote for OEM's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty and support from the OEM in respect of the items stipulated in the RFP.

5.4.17 Undertaking on Information Security (Annexure 09) - The Vendor should furnish a letter both from the original equipment manufacturer (wherever applicable) and also from the Vendor's end providing an undertaking on Information Security of Authenticity for HW and software supplied. This undertaking from both OEM and the vendor is on Information security as per regulatory requirement.

5.4.18 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.

5.4.19 The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The 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.

5.4.20 The services will not be accepted as complete if any facility or deliverable as required is not available or not up to the standards projected by vendor in their response and the requirement of this tender.

5.5 Terms of Reference

5.5.1 Delivery:

All the deliverables should be delivered within 6 weeks from the date of acceptance of purchase order by successful vendor. Vendor will have to pay late delivery

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charges to Bank of Baroda @ 1% of the delayed product 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 delayed product value. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the entire order. Vendor will be responsible for ensuring proper packing, delivery and receipt of the all deliverables. Sealed packs will be opened in the presence of Bank of Baroda officials

All necessary accessories as part of the Enterprise Storage / SAN Switches should be delivered together with the hardware.

Any component has not been delivered or if delivered is not operational, will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.

5.5.2 Installation:

Installation including unpacking of cartons / boxes, Mounting and Installation of Storage / SAN Switches will be the responsibility of Vendor. Vendor will have to install the Storage / SAN Switches and hand it over to Bank for acceptance testing within a maximum of 2 weeks from the date of receipt of the deliverables at our office and Bank's notification for installation of the Storage / SAN Switches.

Vendor will have to pay late installation charges to Bank @ 1% of the product cost for the delayed item per week or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to Vendor

Bank reserves the right to shift part or the entire Storage / SAN Switches setup to new location/s and warranty / AMC will continue to be in force at the new location.

5.5.3 Affixing Asset Tags on the Equipments:

It will be the responsibility of Vendor to affix the Asset tags on each Hardware component being supplied to Bank and also share the details with the Bank team. The Asset Tags so printed by Vendor must have the company's logo of Vendor along with other details like call logging no., mail id etc. The asset tag details for the Hardware component would be mutually decided by the Bank and Vendor Complete asset inventory (under the scope of this RFP) including replacement of Hardware component on account of failure is the responsibility of Vendor.

5.5.4 Warranty:

The Enterprise Storage / SAN Switches 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 all components and accessories supplied.

Vendor 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.

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Vendor will have to upgrade the OS / Firmware (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 banks 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 Enterprise Storage / SAN Switches 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. Vendor is required to ensure that this kind of situation never arises

5.5.5 Annual Maintenance Contract (AMC) after expiry of warranty period

The Bidder should provide -2- years AMC support after the expiry of warranty period of the Enterprise Storage / SAN Switches and its components supplied as part of this RFP.

5.5.6 Payment Terms

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

The payment will be released as follows:

A. Delivery of Hardware Components

- 70% of the total cost on delivery of Android based Tablet plus 100% of GST (wherever applicable) at actuals. The required documents to be provided along with original invoice:
  - Original delivery Challans dully stamped and signed by the Bank Official.

- 20% of total cost on successful installation of the hardware and applicable Service Tax (if any).
  SNR case - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon

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the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready.

The required documents to be provided along with original invoice:

a) Original Installation Report dully stamped and signed by the Bank Official along with the signature of the vendor representative.

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 vendor to complete installation within a week of being informed that the site is ready.

- Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 15 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 / ATS–**Payable quarterly in advance against receipt of satisfactory service 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 vendor. Payment will be release by IT Dept., BCC as per above payment terms on submission of mentioned supporting documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

5.6 Service Level Agreement and Non-Disclosure Agreement

The successful bidder 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 bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

5.7 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 Bid Security.

▶ It is not properly or duly signed.

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▶ It is received through email.

▶ 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

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6. General Terms and Conditions

6.1 Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and 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.

6.2 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:

▶ Relates to the Disclosing Party; and

▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.

"Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.

Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further

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that the vendor shall at no point use the Bank's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the vendor is bound to maintain the confidentiality.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of Design, Build & Transfer Tier-III Data Centre as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or

▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure

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▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party

▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.

▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof

▶ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party

a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control

b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party

c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control

d) To the 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

e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;

b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;

c) is furnished by others to the receiving party without restriction of disclosure;

d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;

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e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure

f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank. The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

6.3 Information Ownership

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not

acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

6.4 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

6.5 Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

6.6 Dispute Resolution

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

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

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor 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

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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.

In the event of any dispute and or the commencement of arbitration proceedings the successful Bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

6.7 Force Majeure

The vendor 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 vendor and not involving the vendor'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 vendor 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 vendor shall continue to perform vendor'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.

If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavor to find a solution to the problem.

6.8 Termination

Bank shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days' prior notice in writing. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.

However , in lock in period the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

▶ Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

▶ if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

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This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

▸ The other Party becomes 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;

▸ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;

▸ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or

▸ The other Party becomes the subject of a court order for its winding up.

The Bank, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part without prejudice to any other remedy for breach of Contract if the Vendor fails to deliver any or all of the Design, Goods, Works and Services, within the period(s) specified in the Contract or within any extension thereof granted by the Bank

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

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 Vendor, within thirty (30) days of such termination or expiry, of the following:

▸ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Tender and subsequent Agreement:

▸ The rights granted to Vendor shall immediately terminate.

▸ Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavours to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

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▶ Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

In the event the Bank terminates the Contract in whole or in part, the Bank may, among other applicable remedies, procure Goods, Works or Services similar to those undelivered upon such terms and in such manner as it deems appropriate, and hold the Vendor liable to the Bank for any excess costs for such similar Goods, Works or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

The Bank will provide the selected vendor a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 90 day time period will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.

▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.

▶ The amount of penalties has exceeded the overall cap of 5% of the total contract value in any year during the contract period.

▶ Failure of the vendor make good the situation within the remedy period

▶ Amount of total penalties exceed overall cap of 20% of the fixed quarterly payment in any quarter

▶ The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.

In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

As part of Reverse Transition Services, Bank shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor's subcontractor.

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6.9 Contract Review and Effect of Termination

The Bank desires to appoint the successful vendor for a total period of 5 years, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safe guard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the successful vendor and the Bank will cause cessation of services. Only by mutual consent the services can be withdrawn. This would include a well-defined reverse transition mechanism, which would normally require 3 to 6 months and will contain

- Procedures for transition and migrating to the new service provider
- Time frame for parallel run

Skill transfer mechanism and in specific cases the human resources requirement

6.10 Subcontracting

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

6.11 Indemnity

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

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

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- 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 Vendor under this RFP; and/or

- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

- breach of confidentiality obligations of the Vendor contained in this RFP; and/or

- Negligence or gross misconduct attributable to the Vendor or its employees.

The Vendor 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:

- notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and

- cooperates with the Vendor in the defense and settlement of the claims.

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.

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 Vendor, 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 Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

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

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Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

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

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

6.12 Compliance with Laws

Compliance with all applicable laws: The vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender.

Compliance in obtaining approvals/permissions/licenses: The vendor 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 vendor.

This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.13 NO Liability

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 BOB 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.

Bob 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 the Service Provider as part of this Agreement.

Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of

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such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business..

6.14 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 vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the vendor will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

6.15 Inspection of Records

All vendor 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 vendor 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. Bank/ Bank's appointed External auditors/ Regulators have right to audit and right to examine the facilities, activities and assets (hardware and software)

6.16 Assignment

The vendor agrees that the vendor 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 vendor'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 vendor under this RFP.

6.17 Publicity

Any publicity relating to the work to be carried out in BANK towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Bank. All the bidders must give a declaration in this regard duly signed by them

6.18 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its

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directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

6.19 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.

6.20 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.

6.21 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 vendor 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

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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.

6.22 Cumulative Remedies

The various rights and remedies of either party under the agreement (to be executed under this RFP) whether provided therein or otherwise, conferred by statue, civil law, common law, custom or trade usages are cumulative and not alternative and no one of them shall be exclusive of any other as of any right or remedy allowed by law and may be enforced successively or concurrently.

6.23 Severability

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

6.24 Vendor's Design Liability

The Vendor shall carry out all and any works and services to give sufficient details for the construction or installation of the Works so as to ensure that the materials/equipment selected by the Vendor is in compliance with the Contract requirements, particularly those in the Project Overview and Technical Summary and on the Drawings, and the Works are workable as a whole in compliance with the performance requirements of all testing and commissioning and integrated system tests as stipulated in the Contract.

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7. 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.

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Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following (Bidder should submit their bids Online i.e. through https://bobtenders.abcprocure.com. After digitally signed all the documents.)

Section #	Section Heading	Proforma Given
1	Covering letter certifying eligibility criteria compliance	**Vendor to provide**
2	Eligibility criteria compliance with vendor comments	**Annexure 02**
3	Credential letters / Purchase orders / Supporting documents	**Vendor to provide**
4	Application Money Transaction Details (NEFT/RTGS)	**Vendor to provide**
5	Bid Security Letter	**Annexure 03**
6	Bid Security Or Bid Security Form (in the form of Bank Guarantee)	**Vendor to provide Transaction Details** **Or** **Annexure 04**
7	Undertaking Letter	**Annexure 05**
8	Conformity Letter	**Annexure 07**
9	Letter of Undertaking from OEM	**Annexure 08**
10	Undertaking of Information Security	**Annexure 09**
11	Executive Technical Summary: Should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide i) An overview of Vendor's organization and position with regards to Supply, Installation and Maintenance of Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches at DC & DR ii) Brief description of the unique qualifications of the Vendor iii) A summary on capabilities such as resources and past experience of providing such services Information provided in the Executive Summary is to be presented in a clear and concise manner.	**Vendor to provide**

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Secti on #	Section Heading	Proforma Given
12	Technical Proposal: The proposal based on Technical Specification compliance as per Annexure 10 should be submitted with pages properly numbered, each page signed and stamped.	**Vendor to provide**
13	Copy of the tender document along with the addendums duly digitally signed by authorized signatory.	**Vendor to provide**
14	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid **should not contain any financial information)**	**Annexure 14A-14B**
15	Integrity Pact	**Annexure 16**
16	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	**Vendor to provide**
17	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**

Commercial Bid (Annexure 13A and Annexure 13B) must be sealed and signed by authorized signatory by the bidder and must be submitted through online mode and after encryption by e-signer tool only available on the portal https://bobtenders.abcprocure.com. Commercial bid must be Digitally signed by authorized signatory.

Bidder has to submit commercial bids in two separate Encrypted documents as under:

A. First Encrypted Commercial Bid (Annexure 13A) – Should contain commercials of Enterprise Storage, SAN Director and Mid Range Storage.

B. Second Encrypted Commercial Bid (Annexure 13B) – Should contain commercials of Blade SAN Switch.

TCO of commercials for A and B will be evaluated separately and L1 vendor will be decided based on the lowest commercials evaluated as per RFP terms for A and B individually. It is not compulsory for Bidder to bid for both A and B.

The Commercial bid submission as part of the RFP response without encryption are liable to be rejected.

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Annexure 02–Eligibility Criteria Compliance

Eligibility Criteria Compliance for Supply, Installation and Maintenance of Enterprise Storage and Backbone SAN Director Switches

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 be in the business of supplying Hardware Based Storage Solution in India at least for a period of last 3 years (As on RFP date)		Documentary evidences to be attached
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2016 till date.		Letter of confirmation (self certified letter signed by authorized official of the bidder)
4	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 (self certified letter signed by authorized official of the bidder)
5	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
B	**Financial**		
B1	**Below clause Applicable for the OEM whose 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 - 2014-15, 2015-16 and 2016-		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17*.

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S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	17*.		Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	Must be net profit making entity (from Indian operations only) continuously for the last three years, that is financial years - 2014-15, 2015-16 and 2016-17*		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
B2	**Below clause Applicable for the Bidder if submitting bid as a partner of the OEM**		
1	Must have registered a turnover of 150 Crores or above (from Indian Operations only) in each year during the last three completed financial years i.e. 2014-15, 2015-16 and 2016-17*.		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	Must be net profit making entity (from Indian operations only) continuously for the last three years, that is financial years - 2014-15, 2015-16 and 2016-17*		Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification
3	Must provide a letter of Authorization of OEM whose products is quoted for submitting the offer on behalf of the OEM.		Letter of Authorization from OEM

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
C	**Others**		
1	The Bidder should be the Original Equipment Manufacturer (OEM) or their Level-1 (Top most) partner for supply, installation & support under the proposed product category in India for past three years (from RFP date).		Documentary Proof to be attached
2	If OEM is bidding directly he cannot bid with any other bidder at the same time.		Letter of confirmation from both bidder and OEM
3	Both OEM and Bidder must have ISO 9001:2008 certification. OEM must have ISO 14001:2004 certification for manufacturing facility from where the equipment will originate		Copy of the relevant certificates.
D	**Experience & Support Infrastructure**		
1	Bidder should have Supplied, Installed and Supported atleast -5-no's of proposed storage or from same family Enterprise Storage & SAN Director Switches in past 3 Years to various Data Centers of Commercial Banks / Financial Institutions / Government / PSU Organizations in India.		Documentary Proof of order / contract copy / customer credentials.
2	Bidder must ensure that the product to be supplied will not be End of Support in next 5 years.		Letter of undertaking from the OEM.
3	Bidder 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).		A self certified letter to be submitted.
4	Bidder should have direct support offices in Mumbai and Hyderabad and technically qualified engineers who have expertise in support and		Letter of confirmation from bidder (self certified letter) and Detailed address of support office.

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S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	installations of the proposed product		

* If 2016-17 Financial Statements of any vendor is unaudited then Bank would consider the Audited Financial Statements of 2013-14 along with an undertaking letter from the vendor that the 2016-17 Statements are not audited.

Note:

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 #

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Annexure 03– Bid Security Letter

1. WHEREAS, …………………………………… (hereinafter referred to as "Vendor") has submitted its proposal and response dated………………………(hereinafter referred to as "Bid") for the supply of all the requirements described in the Request for Proposal No. ……….. along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.

2. We …………………………………… having our registered office at …………………………………….(hereinafter called the 'VENDOR') are offering Bid security of Rs. _____/- (Rupees _____ only) via RTGS/NEFT transfer as per following details (hereinafter referred to as "Bid Security") favouring Bank of Baroda for consideration of the Bid of the above mentioned Vendor:

   a) Name of A/C holder
   b) A/C No.
   c) Name of the Bank
   d) Transaction ID
   e) Date & Time of transaction
   f) Amount of Payment

3. The Vendor specifically acknowledges and agrees that the Vendor has furnished his Bid on the understanding and condition that, if the Vendor:

   a) Withdraws its Bid during the period of Bid validity specified by the Vendor on the Tender Documents or

   b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -

      i. Fails or refuses to execute the contract form if required; or

      ii. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Vendors.

   Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Vendor.

4. The Bid Security shall be returned to unsuccessful Vendors within thirty (30) days from the date of the award of contract to a successful Vendor. The Bid Security shall be returned to the successful Vendor upon furnishing of Performance Security in accordance with the instructions of the Vendor.

5. The Vendor undertakes that it will not cancel the Bid Security referred to above till the Vendor is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.

6. The Vendor represents and warrants that the Vendor has obtained all necessary approvals, permissions and consents and has full power and authority to issue

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this Bid Security and perform its obligations hereunder, and the Vendor has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Vendor to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Vendor under this Bid Security.

Dated this…...............day of…..........

Place:

Date:

_____

Seal and signature of the Vendor

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Annexure 04 – Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF BID SECURITY)

To
The General Manager,
Chief Technology Officer & Head IT Projects & CRM
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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

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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.

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Annexure 05 – Undertaking from the Vendor

To
The General Manager,
Chief Technology Officer & Head IT Projects & CRM
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.

3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

      i.   Name and Address of the Agent - ……………………….

      ii. Amount and Currency in which Commission paid / payable - …………..

      iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - …………………………………..

6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is

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not provided or is provided in a different format.

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

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #
(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

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Annexure 06–Prebid Query Format (Submit by e-mail only)

[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 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 #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

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

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Annexure 07–Conformity Letter

(to be given by the Vendors participating in the RFP on their official letterheads)

To
The General Manager,
Chief Technology Officer & Head IT Projects & CRM
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches.

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 08 - Letter of Undertaking from OEM

To
The General Manager,
Chief Technology Officer & Head IT Projects & CRM
Bank of Baroda
Baroda Corporate Centre
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: RFP for Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches.

Sir,

We ………………………… (Name of the OEM) who are established and reputable manufacturers / developers of ………………………… having factories / offices 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 / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

The Model(s) / product(s) …………………………….. proposed in this RFP is covered under 5 Yrs (3 YrsWty + 2 Yrs 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.

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

Yours faithfully,
Authorized Signatory
Name: Designation:
Vendor's Corporate Name   Address Email and Phone
(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

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Annexure 09 – Undertaking of Information Security

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

To
The General Manager,
Chief Technology Officer
& Head IT Projects & CRM
Bank of Baroda,
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches.

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)

Yours faithfully,

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

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Annexure 10–Technical Requirement (Project Scope)

A. Project Scope

Bank will award the contract to the successful vendor and the vendor should deliver the service with the scope as briefed below:

1. Detailed Scope of work :

The brief scope of Work of the successful bidder is to Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches. The services covered as part of the vendor includes, but not limited to the following:

- Supply, Installation & Maintenance of Enterprise Storage and Backbone SAN Director Switches as per Bank's requirement with coordination of Bank's identified teams at Bank's identified location (preferably DC/DR).

- Bank will install Enterprise Storage and Backbone SAN Director Switches at DC, Mumbai and DR Hyderabad as per requirement. Bank reserves the right to shift the Enterprise Storage / Backbone SAN Director Switches to new location/s services will continue to be in force at the new location.

- The Successful vendor should have support for a minimum period of 5 years from the date of announcement of end of sale/end of life.

- The Successful vendor need to design the Setup Architecture including physical infrastructure and logical design as per bank's need.

- The successful vendor shall co-ordinate with Bank's identified team to support for configuration issues, hardware replacement etc.

- The successful vendor will configure, install, de-install, re-install, re-configure (in case Bank need any configure change) at no extra cost during the entire contract period.

- Supply, commission, install, test, configure, integrate with existing system and maintain the Enterprise Storage and Backbone SAN Director Switches and add on components, which are approved by the bank.

- Break-fix support of supplied Enterprise Storage and Backbone SAN Director Switches and OS/ firmware upgrades for the appliance.

- The successfully shall provide patches/ upgrades of OS/ firmware during warranty and AMC period without any extra cost to Bank. The successful vendor will provide timely proactive deployment of latest firmware versions / security patches in coordination with Bank's identified team.

- The resolution/replacement time for any issue shall be 4 hours. There should be 24x7x365 support for any technical issue for all the supplied products through this RFP directly from the OEM and the vendor.

- Bank shall freeze installation setup, configuration and schedule in mutual consultation with the successful vendor and Bank's identified teams.

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- Confidentiality of the Bank's setup must be maintained by vendor.

- Engineer from vendor must have adequate knowledge for handling the installation, configuration and support & services for supplied hardware.

- Successful vendor need to provide complete call logging details along with escalation matrix.

- The successful vendor need to specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards / ports, UPS, environmental conditions, illumination etc

- If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank.

- After installation the successful vendor need to provide OEM authorized certification/training program to Bank's identified people, regarding installation, configuration, operation, basic troubleshooting etc as per Bank's requirement. Detailed training requirement will be shared with the successful vendor.

- Vendor is expected to provide post installation support to the Bank. The successful vendor will provide the assistance whenever required. Warranty and AMC support will be provided by the successful vendor.

- Vendor should provide the complete documentation including technical, operations, user manual, etc.

- Following documents should be delivered by the Vendor to the Bank including user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, technical specification, system configuration documents, debugging/diagnostics documents etc

- The proposed Storage and switches should be in the form of hardware box and should comply with technical specification given in **"B. Enterprise Storage Technical Specifications", "C. SAN Director Technical Specifications", "D. Blade SAN Switch Technical Specifications" and "E. Mid Range Storage Technical Specifications".** If the make and model proposed by the vendor do not comply with technical specification given in T**echnical Specifications** the vendor would have deemed not to be meeting the Technical requirements hence will be disqualified in technical bid evaluation.

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	Annexure B - Enterprise Storage Technical Specifications		
Proposed Make : ………………………………………………………………….			
Proposed Model : …………………………………………………………………			
Quantity required: Mumbai - 1 No, Hyderabad - 1 No.			
SL No	**Specification**	**Bidder's Compliance (Yes/No)**	**If yes, detail description how the solution/component would be compliant**
Technical Specifications			
1	The storage array should support industry-leading Operating System platforms including: Windows 2008, Windows Server 2012, OpenVMS, Solaris, HP-UX, IBM-AIX, Linux and Non-stop OS.		
2	The storage array should support multiple clusters of various operating systems mentioned above.		
3	The storage array should be based on end to end minimum of 6Gbps technology and should have no single point of failure		
4	The Storage Array should have a bladed switched architecture with separate front end boards/**adapters** (configured in pairs) and separate backend boards/**adapters** (configured in pairs).		
5	Offered storage array architecture shall be based on latest generation technology of minimum PCI-e 3rd generation (Gen -3) at least for Front-end and Back-end ports connectivity for faster communication.		
6	Offered Array shall be scalable to minimum of 6 PB capacity and shall be scalable to at-least 2200 drives.		
7	Offered Storage shall be supplied with 307TB RAW capacity using 6.4TB FLash drives for production purpose with the target IOPS of 250K IOPS at 2 millisec response time.		
8	Offered Array shall support SSD / Flash, SAS and SAS MDL drives in the array. Storage array shall support various SAS capacity drives of 300GB, 600GB, 900GB & 1.2TB and SAS / SAS-MDL capacity of 4000GB		

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9	Offered Storage shall support various SSD / flash capacity of 1.6TB / 3.2TB / 6.4 TB etc.		
10	The Storage System should have minimum of 512GB of Cache and should be scalable to 2048 GB Cache. The write cache must be mirrored to avoid any data loss in case of a failure. If Storage system architecture also requires read mirroring in cache, minimum 768 GB cache should be offered. Cache scalability of 2048 GB means sum of cache memory supported by all the Storage controller in the system. Cache memory of any other device will not be considered to calculate the cache memory of the storage system.		
11	Every offered frame shall have 19" rack footprint and shall support minimum of 380 numbers of small form factor 2.5" drives to reduce power and space requirement.		
12	There shall be no single point of failure into the array system including Power Supplies, Cache, Cache boards, Front-end Boards, Backend Boards etc.		
13	The storage array should be based on an internal cross bar architecture or switched architecture.		
14	The Storage Array must have a minimum of 64 x 16Gbps front-end FC ports for host connectivity. The array must be expandable to at least 128 x 16Gbps or more front-end ports for future expansion.		
15	Offered Storage array shall also support ISCSI and FCOE ports.		
16	Offered storage shall be supplied with minimum of 64 or higher back-end lanes and shall be scalable to 128 SAS lanes. Overall back-end bandwidth of all the supplied lanes shall be 384Gbps and shall be scalable to 768Gbps.		
17	Storage Array shall support Raid 1, Raid 0+1, Raid 5 and Raid 6 **or equivalent.**		
18	Storage Array shall support both Spanning and Striping of volume across minimum of 32 channels.		

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19	Cache shall have de-staging feature to dedicated SSD / Flash module in case of power failure or power blackout. Overall traffic across cache boards shall be minimum hence cache scalability shall be achieved with maximum of 2 frames.		
20	Storage array shall be configured with at-least 1 global hot spare drives for 24 Data Disk drives and drives shall be applicable to entire array than disk shelves.		
21	Storage array shall have aggregate scalable data bandwidth of 512GB/sec or more.		
22	The Storage solution should be architected to provide with 100 percent redundancy in the end to end solution		
23	The Storage system should be configured with GUI-based Storage Management Software Tools for Management. A single command console should be used for the entire storage system		
24	Storage system should support at least 3 Point in Time copies within the same storage system for a given production volume.		
25	Storage system should have a support of virtualization engine which can allow consolidation of third party fabric based storage system as a Single array without using any client software or dedicated appliance for Production systems.		
26	Storage subsystem shall allow creation of hardware or Firmware based business copies on third party fabric based storage system without loading any client software or dedicated appliance for production systems. Business copies shall support both full copy and incremental operations. Minimum 200TB License for Snapshot and Clone software should be included.		
27	Offered Storage shall support minimum of 64K volumes with and without virtualization.		
28	The storage system shall provide thin provisioning support which allows creating the volumes of bigger size than available		

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	capacity.		
Reliability and Availability			
29	The storage system should support non-disruptive component repair and hot replacement of Interfaces, Disk Controllers, Disk Drives, Cache memory cards, Power Supplies & Battery systems, Fan subsystems, Micro-code.		
30	The storage system should support automatic detection of errors, error logging and notification.		
31	The Storage System should be the latest generation Enterprise Storage product providing enterprise class data availability, supporting zero data loss 3-way DR replication natively without external appliance with 100% supporting existing XP/P9500 storage deployed at Bank of Baroda. 20TB License of Storage Replication Software should be included.		
32	The Storage System should have no singlepoint-of-failure architecture, and must support non-disruptive firmware upgrades, online component replacements and upgrades.		
33	The storage system should support Pro-active maintenance – self monitoring, self diagnosing and wherever possible, self repairing features.		
34	The storage system should support data replication from One storage system to another storage system without any server intervention.		
35	Storage/Virtualization Appliance must support point-in-time full copies and snapshots. Storage must Support up to 5 full (clone) copies within the storage. Preferably all the clone copies should support incremental resync after the initial full sync. Vendor to provide details on capabilities like Data Protection, Replication, DR.		
36	The Storage system should be configured with HBA Load Balancing & Auto Failover software.		

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Management			
37	The Storage system should have storage management utilities that help in administering the storage. A single storage management console should be used for all storage management related activities. It should support the following:		
38	A centralized extensive monitoring, configuration and management of storage components and its connectivity components via a single console.		
39	Ability to monitor the status, performance and configuration with utilization.		
40	The Storage management software should provide real time monitoring, and historical analysis of storage performance and capacity such as total no. of IOPS, read/write %, cache hit %, throughput etc for analyzing the performance of the system. The Storage System should have tamper proof audit log for recording all service/maintenance and host log actions on the storage.		
41	Ability to collect, store and analyze storage performance data.		
42	Should have the flexibility to allow the users to set up, enable, delete and remove remote copy volumes, repairs and internal hardware copy volumes.		
43	The Storage System should be able to automatically detect errors, log errors, and send alert notification through SNMP, SMTP, FTP. Storage must allow integrating with standard Enterprise Management Software tools. Storage must be enabled with automatic support call generation in case of a failure.		
44	The Storage System should support automatic isolation of failed components		
Integration and co-existence			
45	The storage proposed should support the existing storage replication architecture as well as provide investment protection by leveraging the existing storages in NDR and DR. Bank is using XP/P9500 storages		

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	for DC/Nearsite.		
46	The storage array should support Bank's Operating System platforms including: Windows 2008, *Windows Server 2012*, OpenVMS, Solaris, HP-UX, IBM-AIX, Linux and Non-stop OS.		
47	The storage array should support multiple clusters of various operating systems mentioned above.		
Migration			
48	Proposed Storage array should support Online Migration of critical Applications hosted in Enterprise Unix Platforms like Domestic CBS and 23 CBS instances of international Territories.		
Product Support			
49	Proposed Storage array should be configured with Highest Level of support for 3 Years with 6 hours Call To Resolution (CTR).		
50	Dedicated Account Support Manager should be assigned for Support related aspects.		

Note: 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.

Annexure C - SAN Director Technical Specifications			
Proposed Make : ……………………………………………………………………….			
Proposed Model : …………………………………………………………………………			
Quantity Required: Mumbai - 2 Nos, Hyderabad - 2 Nos			
Sr. No.	Specifications	Bidder's Compliance (Yes/No)	If yes, detail description how the solution/comp onent would be compliant
Architecture/Scalability/Performance:			
1	Each SAN switch shall be offered with **minimum** 512 ports and shall be scalable in Non-blocking architecture in a single domain concurrently active at16 Gbit/sec full duplex with no oversubscription with local switching. Switch should also support 4 Gbit/sec.		

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2	Switch should support multiprotocol architecture such as FC, FICON, FCR and FCIP.		
3	Switch should support Virtual Fabrics feature that enables partitioning of a physical SAN into logical fabrics and isolation by application, business group, customer or traffic type.		
4	At least dual switches shall be provided in no single point of failure configuration.		
5	Support auto-sensing 4, 8, and 16 Gbit/sec capabilities.		
6	Switch must support local switching on port card to provide point to point line rate throughput.		
7	The switch shall support different port types such as U_Port, F_Port, E_Port, D_Port and EX_Port **or equivalent ports.**		
8	Cascading of two SAN switches should be possible **with dedicated ports without using the ports available for host connectivity.**		
9	The switch should provide local switching feature with port to port latency of less than **800ns.** The switching latency of the backplane should be less than **2.3 microseconds.**		
10	The SAN Switch should be capable of supporting HW Compression for FC-IP functionality and IPSec encryption.		
Intelligent Networking:			
11	Offered SAN switch shall support services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expedite high-priority traffic.		
12	The switch shall be able to support Inter Switch Link (ISL) trunking with New Blade SAN Switches along with existing Brocade SAN Switches deployed at Bank. License for ISL should be part of the New Switches. The ISL trunking between the new switches and the existing switches should be interoperable and supported by existing switch vendor.		
13	Offered SAN switch shall support to restrict data flow from less critical hosts at preset bandwidths with ingress rate limiting in Mbps starting from minimum 400Mbps to maximum 16Gbps. This should be done		

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	nondisruptively to the connected devices.		
14	It should be possible to configure any port in the switch for Fibre Channel Integrated Routing mode for selective device sharing while maintaining remote fabric isolation for higher levels of scalability and fault isolation.		
15	It should be possible to isolate the high bandwidth data flow traffic to specific ISLs by using simple zoning.		
16	Offered SAN switches shall support to measure the top bandwidth-consuming traffic in real time for a specific port or a fabric which should detail the physical or virtual device.		
Management/Security:			
17	Support for web based management and should also support CLI.		
18	The switch shall support advanced zoning and RBAC to simplify administration and significantly increase control over data access.		
19	Offered SAN switch shall support to configure the switches with alerts based on threshold values for temperature, fan status, Power supply status, port status.		
Availability/Maintenance/Troubleshooting:			
20	There should not be single point of failure for the switch. The SAN switch should provide Enterprise-class availability features such as Dual-redundant control processors, redundant hotswappable power and cooling subsystems. Power supply and fan assembly should have different FRU.		
21	The switch should be rack mountable.		
22	Non disruptive Microcode/ firmware Upgrades and hot code activation.		
23	Switch shall support POST and online/offline diagnostics, including RAStrace logging, environmental monitoring, non-disruptive daemon restart, FCping and Pathinfo (FC traceroute), port mirroring (SPAN Port).		
24	Offered SAN switch shall be energy efficient and shall consume less than **5KVA** of power, when fully populated.		

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25	The proposed switch should support offline diagnostic including optical and electrical loop back , latency, link traffic, distance.		
26	The proposed SAN switch should support forward error correction and buffer credit recovery.		
Integration and Co-existence			
27	Setting of the port speed to 4Gbps or 8Gbps should not impact or disable the other ports in the same port blade or port group.		
28	It should support inter-operatability between existing Brocade SAN fabric.		
29	It should support heterogeneous server technologies and its host bus adapters.		
Implementation and Migration - Planning			
30	**Implementation plan should be submitted by Bidder considering the following** Assessing the existing fabric topology (individual Fabric Details Device Details, Device Mapping Details,Application Specific Details) Assessing the new fabric topology Logistic planning for hardware installation Topology and zone planning Preliminary migration planning		
Implementation and Migration - Execution			
31	Rack, cable, and power on the destination fabric.		
32	Set up Ethernet and serial console for the switches.		
33	Install recommended FOS.		
34	Create the baseline configuration for all switches in the fabric.		
35	Install Management tools.		
36	Import zoning configuration from existing SAN Fabrics.		
37	Install any fabric licenses.		
38	Purge any zones that are no longer in use.		
39	Create zones for new devices.		
40	Validate the ISLs.		

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41	**Carryout the migration using the following methods** **Device migration:** This is a logical approach to offline migration, since physically isolate servers and storage devices in racks or sections of the data center. Migrating devices using this method provides a clear high-level accounting, especially for the racks that are relocated as part of the migration. **Port-to-Port migration:** This is a straightforward port-port migration from one fabric to another. This method requires all logically grouped initiator/target pairs to be moved during a single migration activity. This strategy is generally called migrating by "move groups." For example, when a storage port is moved, all associated Host Bus Adapters (HBAs) that are accessing LUNs through this port must also be moved. **Application migration:** This is possible if the physical infrastructure is not shared across application tiers. If the application happens to run on a new server and storage infrastructure, you should validate that all the required data has been migrated prior to the cutover. SANs tend to be logically identified as database, web services, backup, and so on.		
Support Service			
42	Proposed Storage array should be configured with Highest Level of support for 3 Years with 6 hours Call To Resolution (CTR).		

Note: 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.

Annexure D - Blade SAN Switch Technical Specifications			
Proposed Make : ………………………………………………………………………….			
Proposed Model : …………………………………………………………………………			
Quantity Required: Mumbai - 12 Nos, Hyderabad - 12 Nos			
Sr. No.	Specifications	Bidder's Compliance (Yes/No)	If yes, detail description how the solution/component would be compliant
Architecture/Scalability/Performance/Management:			
1	Minimum Dual SAN switches shall be hot-plugged into the back of the HPE BladeSystem C-Class where each SAN switch shall be configured with minimum of 24 ports; 16		

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	Internal with 8 x 8Gbps External Ports configured with SFPs.		
2	Required scalability shall not be achieved by cascading the number of switches and shall be offered within the common chassis only.		
3	Should deliver 8 Gbit/Sec Non-blocking architecture with 1:1 performance for up to 24 ports in an energy-efficient fashion.		
4	Should protect existing device investments with auto-sensing 2, 4, and 8 Gbit/sec capabilities.		
5	The switch shall support different port types such as F_Port, and E_Port; optional port type control in Access Gateway mode: F_Port and NPIV-enabled N_Port.		
6	The switch shall be hot-plugged into the back of the HPE BladeSystem C-Class not consuming any additional RACK Space.		
7	Non disruptive Microcode/ Firmware Upgrades and hot code activation.		
8	The switch shall provide Aggregate bandwidth of 192 Gbit/sec: 24 ports × 8 Gbit/sec (data rate) end to end.		
9	Switch shall have support for web based management and should also support CLI.		
10	The switch should have USB port for firmware download, support save, and configuration upload/download.		
11	Switch shall support POST and online/offline diagnostics, including RAStrace logging, environmental monitoring, non-disruptive daemon restart, FCping and Pathinfo (FC traceroute), port mirroring (SPAN port).		
Intelligent Networking:			
12	Offered SAN switch shall support services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expedite high-priority traffic		
13	The switch shall be able to support ISL trunk up to 64 Gbit/sec between a pair of switches for optimal bandwidth utilization and load		

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	balancing.		
14	The Switch should be configured with Zoning and shall support ISL Trunking features; **Trunking License per SAN Switch should be included.**		
15	It should support inter-operatability between existing Brocade SAN fabric supporting Brocade Access Gateway mode where the device must also be connected to an NPIV-enabled edge Switch or Director.		

Annexure E - Mid Range Storage Technical Specifications				
Proposed Make : ………………………………………………………………………….				
Proposed Model : …………………………………………………………………………				
Quantity Required: Mumbai - 1 No, Hyderabad - 1 No				
Sr. No.	Parameter	Functionality	Bidder's Compliance (Yes/No)	If yes, detail description how the solution/component would be compliant
1	Converge / Unified Storage	1. Offered Storage array shall be a true converge / unified storage with a single Microcode / operating system instead of running different Microcode / Operating system / Controllers for File, block and object services respectively. 2. Offered Storage array shall be end-to end 12Gbps enabled which means that both Front-end Fibre channel ports and Back-end engines shall be operated at minimum 12Gbps speed. 3. Offered Storage Array shall be supplied with minimum of Quad Crossbar Engines / Quad controller node / Quad		

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		controller engine or equivalent and shall be scalable to at-least 8 Crossbar engines / Controller nodes.		
2	Operating System & Clustering Support	The storage array should support industry-leading Operating System platforms including: *Windows Server 2012 / 2016, VMware, Solaris, HPE-UX and IBM-AIX etc.*		
3	Capacity & Scalability	1. The Storage Array shall be offered with minimum 4 controllers on Day 1 with 100% controllers scalability for future growth. 2. The Storage Array shall be offered with 200TB RAW Capacity using 3.84TB SSD / Flash drives and 400 TB RAW Capacity using 1.8 TB SAS 10K based spinning drives. 3. Offered Array shall be scalable to at-least minimum of 2300 numbers of Drives and shall be scalable to more than 9PB of raw capacity.		
4	Cache	1. Offered Storage Array shall be given with at least 1.2TB cache in a single array for both Data and control operations and shall be scalable to 2.5TB DRAM Cache. 2. Cache shall be used only for Data and Control information. OS overhead shall not be done inside cache. 3. Offered Storage shall		

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		also be offered with additional 4TB usable Flash cache using SSD / Flash drives in Raid 1+0 and shall be scalable to more than 30TB Flash cache. 4. If Flash cache is not supported inside the storage array then vendor shall supply the storage array with at least 2TB of DRAM cache.		
5	Processing Power	1. Offered Storage architecture shall be based on purpose built ASIC, XOR engine so that there shall be no load on the storage CPU during Raid Parity calculations. Vendors shall provide the documentary proof for same. 2. In case vendor doesn't have above ASIC functionality then additional 128GB cache shall be supplied for read and write operations to balance out the performance.		
6	Architecture & Processing Power	Offered Storage array shall be true active-active so that a single logical unit can be shared across all offered controllers in symmetrical fashion, while supporting all the major functionalities like Thin Provisioning, Data Tiering etc.		
7	No Single point of Failure	Offered Storage Array shall be configurable in a No Single Point of configuration including Array Controller card, Cache memory, FAN,		

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		Power supply etc.		
8	Disk Drive Support	1. The storage array should support dual-ported 300 / 600 / 1200 / 1800GB hot-pluggable Enterprise SAS, Minimum 400 GB Solid State drives and SAS - NL of 2TB / 4TB / 6TB / 8TB drives. 2. Offered Storage array shall be truly optimized for flash operations and shall support minimum of 1100 Solid State disks / Flash disks. Offered Array shall be scalable to at-least 8PB raw capacity using SSD / Flash disks. 3. All offered SSD / Flash drives shall be provided with minimum of 5 years unconditional warranty.		
9	Raid Support & Virtualization	1. Offered Storage Subsystem shall support Raid 1, 5 and Raid 6. 2. Offered storage array shall have native virtualization support so that Raid 1, Raid 5 and Raid 6 can be carved out from a logical space instead of dedicating separate physical disks for each application. 3. Every supplied disk shall be able to participate into multiple and different RAID sets simultaneously. 4. In case vendor does not have this functionality, then 20% additional raw capacity shall be provided for each type of disk to balance out the capacity utilization.		

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10	Data Protection	Incase of Power failure, Storage array shall have de-stage feature to avoid any data loss.		
11	Protocols	Offered Storage array shall support all well-known protocols like FC, ISCSI, SMB 3.0, NFS V4, FTP/FTPS etc. natively.		
12	Host Ports, Back-end Ports and Volumes	1. Offered Storage shall also natively support 16Gbps FC ports, 10Gbps ISCSI and 10Gbps NAS (For File operations) ports without using any external device. 2. Offered Storage array shall be supplied with minimum of 32 x 16Gbps FC ports, 8 x 10Gbps ISCSI ports and 8 x 10Gbps Ethernet ports for File operations. All type of Ports shall be 100% scalable. 3. Offered Storage shall be supplied with at least 32 x 12Gbps Back-end SAS ports / 128 x 12Gbps SAS Lanes and shall be scalable to more than 64 x 12Gbps Back-end SAS ports / 256 x 12Gbps SAS lanes. 4. Offered storage shall be supplied with minimum four additional 10Gbps IP ports for storage based replication on Storage array and shall be scalable to at-least 8 x 10Gbps IP ports		
13	Host Ports & Back-end Ports Cards	Offered storage shall have separate adapters for Host ports and back-end port cards for better ratio of		

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		high availability.		
14	Global Hot Spare	1. Offered Storage Array shall support distributed Global hot Spare for offered Disk drives. 2. Global hot spare shall be configured as 1 Spare Disk per 24 Data Drives.		
15	Performance and Quality of service	1. Storage shall be provided with Performance Management Software. 2. Offered storage array shall support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It shall be possible to define different service / response time for different application logical units. 3. Quality of service engine shall allow to define minimum and maximum cap for required IOPS / bandwidth for a given logical units of application running at storage array. 4. It shall be possible to change the quality of service Response time, IOPS, bandwidth specification on basis of real time.		
16	Thin Provisioning and Space Reclaim	1. Offered storage array shall have support for Thin provisioning and Thin Re-claim to make the volume thin for an extended period of time.		

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		2. Thin Re-claim (Zero Page reclaim) inside storage subsystem shall be automatic in nature and there shall be no need to run any utility inside storage for same. 3. Thin Re-claim inside storage shall not cause any overloading of Storage CPU and shall be able to claim the Zero pages even during peak load without any performance impact 4. For better management, Thin Provisioning shall be the native part of configuration instead of creating the separate groups or pools. Vendor shall provide the documentary evidence for same. 5. For effective capacity utilization, thin reclaim maximum unit shall be 16KB. Vendor shall provide the documentary proof for same. 6. Offered storage array shall be tightly integrated with VMware so that Eager Zero disk layout can be used with thin provisioning and thin re-claim. 7. Offered Storage array shall be certified with VMware V-VOL and shall support more than 100,000 volumes on the Storage Array.		
17	Maintenance	Offered storage shall support online non-		

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		disruptive firmware upgrade for both Controller and disk drives.		
18	Snapshot / Point in time copy / Clone	1. Offered Storage shall have support to make the snapshot and full copy (Clone) on the thin volumes if original volume is created on thick or vice-versa. 2. The storage array should have support for both controller-based as well as file system based snapshots functionality (At-least 1024 copies for a given volume or a file store). 3. Storage array shall have functionality to re-claim the space from Thin Provisioned Deleted snapshot automatically. Vendors shall provision at-least 20% additional space over and above the actual requirements, if space re-claim from thin provisioned deleted snapshot is not possible automatically.		
19	Quota Management and Antivirus Scanning	1. For file services operations, offered storage shall support both user level as well as file level hard and soft quota. 2. For file services operations, offered storage shall support integration with industry leading antivirus vendors like Symantec, Trend Micro and MacAfee.		
20	Storage Array Configuration &	1. Vendor shall provide Storage Array configuration and Management software.		

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	Management Software	2. Software shall be able to manage more than one array of same family.		
21	Storage Tiering	1. Offered storage shall support dynamic migration of Volume from one RAID set to another set while keeping the application online. 2. For effective data tiering, Storage subsystem shall support automatically Policy based Sub-Lun Data Migration from one Set of drive Tier to another set of drive Tier. 3. Offered storage array shall support Sub-Lun data tiering for both FAT and thin provisioned volumes.		
22	Remote Replication	1. The storage array should support hardware based data replication at the array controller level across all models of the offered family. 2. The Storage array shall also support three ways (3 Data Centers) replication to ensure zero RPO natively without using any additional replication appliance. 3. The storage array shall support incremental replication after resumption of Link Failure or failback situations.		
23	File Level retention and immutability	1. For file services operation, offered storage shall support file protection against accidental, premature, malicious		

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		deletion and modification of data using file locking mechanism of WORM and Legal hold. 2. Apply of legal hold shall ensure that File cannot be moved, modified, or deleted regardless of the retention period.		
24	Licenses	Storage subsystem shall be supplied with Thin Provisioning, Snapshot, Clone, Performance Monitoring, Online Raid Migration, Online Volume conversion (thin to thin compressed, thin to thin de-dup etc.), Quality of services, Sub-Lun Tiering and File services on day 1 for the maximum supported capacity of array.		
25	Integration and co-existence	The Storage Subsystem should have capability to move data from existing 3PAR Storage Array to proposed array online without any application downtime. The required hardware and software should be proposed with the array.		
26	Storage virtualization and Federation	The proposed storage array and its software tools support load balancing at will wherein, movement of data and workloads between arrays is initiated without impacting applications, users or services .		
27	Support Services	Proposed Storage array should be configured with Highest Level of support for 3 Years with 6 hours Call To Resolution (CTR).		

Note: Bank has the discretion to ask the bidder to demonstrate the Bank's

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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.

Annexure 11 – Service Level

Bidder will have to guarantee a **minimum uptime of 99.9%**, calculated on a monthly basis. Application availability along with the requisite hardware /appliance (as provided by the vendor) will be 99.9% 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	: 24hrs per day for seven days a week minus planned downtime
Unavailable Time	:Time involved while the services is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
During Warranty Period	
A >= 99.9%	No Penalty
99.9% > A >= 99.5%	2% of the product cost
99.5% > A >= 99%	5% of of the product cost
99% > A	Penalty at an incremental rate of 1% (in addition to a base of 5%) of of the product cost for every 0.5% lower than the stipulated uptime
During AMC Period	
A >= 99.9%	No Penalty
99.9% > A >= 99.5%	10% of the monthly product AMC cost
99.5% > A >= 99%	20% of the monthly product AMC cost

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99% > A	Penalty at an incremental rate of 10% (in addition to a base of 20%) of the monthly product AMC cost for every **0.5%** 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 during warranty period and 10% of the total quarterly AMC cost during AMC period, 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.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.9%), as measured on a monthly basis.

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Annexure 12 –Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To
The General Manager,
Chief Technology Officer & Head IT Projects & CRM
Bank of Baroda
Baroda Corporate Centre
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

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….. 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

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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 uncancelled 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 enure 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

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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. ………………./- (Rupees ……………………………………………………only)

    b) this Bank Guarantee shall be valid and remain in force upto and including the date …........... and

    c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ……… day of …………………….., 20…..

For and on behalf of

Branch Manager

Seal and Address

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Annexure 13A– Commercial Bid Format (Enterprise Storage, SAN Director and Mid-Range Storage)

S.No.	HW Particulars	Qty	Unit Rate (Rs)	Amt (Rs)	AMC (%)	AMC Amt (Rs) (2 Yrs)	Total (Rs)
TABLE 1							
1	Enterprise Storage (Hyderabad – 1 No)	1	0	0	0	0	0
2	Mid-Range Storage (Mumbai – 1 No, Hyderabad – 1 No)	2	0	0	0	0	0
3	SAN Director Switches (Mumbai – 2 No, Hyderabad – 2 No)	4	0	0	0	0	0
4	Any Other Charges** (please specify)	0	0	0	0	0	0
Optional Items							
1	Enterprise Storage* (Mumbai – 1 No)	1	0	0	0	0	0
Total Cost for 5 Yrs (i.e. 3 yrsWty& 2 Yrs AMC)							**0**

Note

a. *Vendor as part of the commercial bid submission, needs to provide rates for Enterprise Storage for both Mumbai & Hyderabad Location (The quoted price should be valid for a period of 1 year from the date of placing of purchase order). The Bank at its discretion will place purchase order for enterprise storage device from the successful vendor for Mumbai Location as per the rate mentioned in the commercial proposal. However, for TCO purpose both Hyderabad & Mumbai Location price will be considered.

b. 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.

c. 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.

d. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

e. All Deliverables to be supplied as per RFP requirements provided in the tender

f. The Service Charges need to include all services and other requirement as mentioned in the RFP

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g.   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

h.   All prices to be in Indian Rupee (INR) only

i.   ** Details to be provided for any commercial provided against "Any Other Charges"

j.   Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actual. 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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

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Annexure 13B– Commercial Bid Format (Blade SAN Switch)

S.No.	HW Particulars	Qty	Unit Rate (Rs)	Amt (Rs)	AMC (%)	AMC Amt (Rs) (2 Yrs)	Total (Rs)
TABLE 1							
1	Blade SAN Switch (Mumbai – 12 No, Hyderabad – 12 No)	24	0	0	0	0	0
2	Any Other Charges* (please specify)	0	0	0	0	0	0
Total Cost for 5 Yrs (i.e. 3 yrs Wty& 2 Yrs AMC)							**0**

Note

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 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. All prices to be in Indian Rupee (INR) only

h. * Details to be provided for any commercial provided against "Any Other Charges"

i. 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 amount, GST percentage and HSN/SAC No. in their commercial proposal. 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.

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name

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Annexure 14A – Masked Commercial Bid Format

Enterprise Storage, SAN Director and Mid-Range Storage)

TABLE 1							
S.No.	**HW Particulars**	**Qty**	**Unit Rate (Rs)**	**Amt (Rs)**	**AMC (%)**	**AMC Amt (Rs) (2 Yrs)**	**Total (Rs)**
1	Enterprise Storage (Hyderabad – 1 No)	1	0	0	0	0	0
2	Mid-Range Storage (Mumbai – 1 No, Hyderabad – 1 No)	2	0	0	0	0	0
3	SAN Director Switches (Mumbai – 2 No, Hyderabad – 2 No)	4	0	0	0	0	0
4	Any Other Charges** (please specify)	0	0	0	0	0	0
Optional Items							
1	Enterprise Storage* (Mumbai – 1 No)	1	0	0	0	0	0
Total Cost for 5 Yrs (i.e. 3 yrsWty& 2 Yrs AMC)							**0**

Note

a. *Vendor as part of the commercial bid submission, needs to provide rates for Enterprise Storage for both Mumbai & Hyderabad Location (The quoted price should be valid for a period of 1 year from the date of placing of purchase order). The Bank at its discretion will place purchase order for enterprise storage device from the successful vendor for Mumbai Location as per the rate mentioned in the commercial proposal. However, for TCO purpose both Hyderabad & Mumbai Location price will be considered.

b. 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.

c. 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.

d. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.

e. All Deliverables to be supplied as per RFP requirements provided in the tender

f. The Service Charges need to include all services and other requirement as

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mentioned in the RFP

g. 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

h. All prices to be in Indian Rupee (INR) only

i. ** Details to be provided for any commercial provided against "Any Other Charges"

j. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actual. 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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

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Annexure 14B– Masked Commercial Bid Format (Blade SAN Switch)

S.No.	HW Particulars	Qty	Unit Rate (Rs)	Amt (Rs)	AMC (%)	AMC Amt (Rs) (2 Yrs)	Total (Rs)
TABLE 1							
1	Blade SAN Switch (Mumbai – 12 No, Hyderabad – 12 No)	24	0	0	0	0	0
2	Any Other Charges* (please specify)	0	0	0	0	0	0
Total Cost for 5 Yrs (i.e. 3 yrs Wty& 2 Yrs AMC)							**0**

Note

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 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. All prices to be in Indian Rupee (INR) only

h. * Details to be provided for any commercial provided against "Any Other Charges"

i. 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 amount, GST percentage and HSN/SAC No. in their commercial proposal. 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.

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name

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Annexure 15 - Bank Guarantee for early release of retention money

BANK GUARANTEE

(FORMAT OF BANK GUARANTEE)

To

The Chief Technology Officer
& Head IT Projects & CRM
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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 Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs. ……………/- (Rupees ……………………………………… only)representing balance 10% of the consideration amount payable to the 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 :

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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:

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

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

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

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

Dated this .... day of................ 201 at ....

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

Authorised Signatory .... in favour of the Bank

Designation ....

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Annexure 16 – Integrity Pact

PRE CONTRACT INTEGRITY PACT **(On stamp paper)**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ , Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the

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BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour , any material or immaterial benefit or other advantage , commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals

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or associates.

2.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information · provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be is closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee

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of the BUYER.

3 Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Bid Security

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Transaction through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring **BANK OF BARODA, BANK ACCOUNT NO. 29040400000418, BANK IFSC CODE - BARB0BANEAS**

(ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Bid Security shall be valid upto a period of 8 Months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on bid Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

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5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Bid Security (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall· be liable to pay compensation for any loss ·or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is found at any stage that similar (in quantity) product / systems or sub systems was supplied by the BIDDER to any other Ministry /Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Independent Monitors

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr.Shirish Balakrishna Agarkar (email id: agarkar.bob1@gmail.com)

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that

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provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8   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.

9   Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10   Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11   Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 6 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER   BIDDER

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Name of the Officer: Chief Executive Officer

Designation: Department:

Witness   Witness

1. _____   1. _____

2. _____   2. _____

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