

Request for Proposal (RFP)

(On behalf of Bank's Sponsored RRBs)

For

**Selection of Service Provider for Supply, Installation,
Integration and Maintenance of SAN Switches at Bank
of Baroda sponsored RRB's Data Centre**



**Bank of Baroda,
Baroda Corporate Centre,
C-26, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai - 400 051.**

Date: 02-03-2019

RFP Reference No. BCC:IT:RRB-DC:INFRA:111:3

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	02 March, 2019
2	RFP Coordinator Name, Contact details (Bank)	Abhishek Tewari, Chief Manager IT rfp@barodarrb.co.in
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	07 March, 2019 Refer Annexure 13- Statement of Deviation for clarification requests
4	Pre-bid Meeting	12 March, 2019
5	Last Date of Submission of RFP Response (Closing Date)	25 March 2019, 3:00 PM at Bank of Baroda RRB, Baroda Bhawan, Sy. No 91/13, Near Maulana Azad Urdu University, Gachibowli, Hyderabad, Telangana – 500032, India
6	Technical Bid Opening Date	25 March 2019, 3:30 PM at Bank of Baroda RRB, Baroda Bhawan, Sy. No 91/13, Near Maulana Azad Urdu University, Gachibowli, Hyderabad, Telangana – 500032, India
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	Bid Security (Earnest Money Deposit)	Rs. 3,00,000/- (Rupees Three Lacs Only)
9	Application Money / Tender Fee	Rs. 25,000/- (Rupees Twenty Five Thousand only)

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RRBs means Bank of Baroda sponsored 'Regional Rural Banks'
3. Recipient, Respondent, Vendor, Bidder, Service Provider means the respondent to the RFP document
4. RFP means the Request For Proposal document
5. Proposal, Bid means Response to the RFP Document
6. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda
7. Support means Support & Services to be provided as part of the Scope of Work
8. DC means 'Data Centre', DRC means 'Disaster Recovery Centre' and NDR means 'Near Disaster Recovery Centre'
9. Bank's Premises means DC, DRC, NDR, and RRB CBS Operation Centre.
10. The word Bank, RRB, BOB are used interchangeably as Bank is issuing RFP on behalf of its sponsored RRBs

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1. Introduction

1.1 Introduction and Disclaimer

Bank of Baroda has sponsored three Regional Rural Banks in states viz. (1) Uttar Pradesh (2) Rajasthan and (3) Gujarat with aggregate number of more than 2000 branches. As a sponsor Bank, Bank of Baroda has the responsibility of a centralized CBS Setup along with associated DC/DR Infrastructure Setup for its sponsored RRBs as per GOI/MOF directives.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Service Provider for Supply, Installation, Integration and Maintenance of SAN switches at Bank of Baroda sponsored RRBs Data Centre for a period of seven years i.e. Three years warranty of supplied devices and further four years AMC/ATS. DC is located in Navi Mumbai.

Product Description	Quantity
48 Port FC SAN Switch (Technical Specification as per Annexure – 5)	2 (at DC location Mumbai)

The RFP document is not recommendation, offer or an 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”) 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.

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 service provider, 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 found in this RFP document but not later than last date of receiving clarifications as specified in “**Table [A] Important Dates 3. Last Date of Written request for Clarifications before the Pre-bid Meeting**”.

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.

1.13 Related parties

In the following circumstances bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

- 1.13.1 Bid submitted by holding company and its subsidiary
- 1.13.2 Bids submitted by two or more companies having common director/s
- 1.13.3 Bids submitted by two or more partnership firms / LLPs having common partners
- 1.13.4 Bids submitted by two or more companies in the same group of promoters / management
- 1.13.5 Any other bid in the sole discretion of the bank is in the nature of multiple bids.

Related parties cannot submit bids. In case they do so both/all bids submitted by related parties are liable to be rejected at any stage.

2. RFP Response terms

2.1 Contact Details for Responding to RFP Coordinator

The Bank has established RFP coordinators to provide a venue for managing vendor relationship and other requirements through the Bank's decision making body for contract clarification.

All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in “[A] Important Dates–2. RFP Coordinator”:

2.2 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 as 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 13 – Statement of Deviation 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 - 3. 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.

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.

2.3 Disqualification

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

2.4 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 RFP for Selection of Service Provider for Supply, Installation, Integration, and Maintenance of SAN switches at Bank of Baroda sponsored RRB's Data Center

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.

2.5 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.

2.6 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.

2.7 RFP Response Submission Details

Bidders are required to submit their responses in two envelopes (non window) with each envelop super scribed by label and should contain the following contents:

Envelope-1 Label "TECHNICAL BID"		
RFP for Selection of Service Provider for Supply, Installation, Integration, and Maintenance of SAN switches at Bank of Baroda sponsored RRB's Data Centre RFP Reference No. BCC:IT:RRB-DC:PROJ:111:3 dated 02-03-2019		
VENDOR DETAILS		
NAME _____ EMAIL ADDRESS _____ CONTACT NUMBER _____		
A	Technical Bid Contents	Proforma Given
1	DD of Rs.25,000/- towards tender fee	Bidder to Provide
2	Power of Attorney for authorized signatory	Bidder to Provide
3	Covering Letter	Annexure 1
4	Eligibility Criteria	Annexure 2
5	Undertaking by the bidder on Non Blacklisting	Annexure 3
6	Non-Disclosure Agreement	Annexure 4
7	Technical Requirement/specifications-bidders compliance	Annexure 5
8	Data sheets/printed literature of all the components being Bidder to Provide quoted.	
9	Bid Security Letter - Earnest Money Deposit in the form of DD of Rs.3,00,000/- (Rupees Three Lacs Only)	Annexure 6
10	Bid Security Form -Earnest Money Deposit in the form of Bank Guarantee of Rs.3,00,000/- (Rupees Three Lacs Only). Either Annexure 6 or Annexure 7 to be submitted.	Annexure 7
11	Undertaking from Bidder on understanding of the RFP requirements and Terms	Annexure 8
12	Conformity Letter with Hard copy	Annexure 9
13	Conformity Letter from bidder on compliance of all RFP Terms and conditions	Annexure 10
14	Undertaking of authenticity for Items/Services to be supplied under this RFP	Annexure 11

RFP for Selection of Service Provider for Supply, Installation, Integration, and Maintenance of SAN switches at Bank of Baroda sponsored RRB's Data Center

15	OEM/OSD Manufacture Authorization form (MAF)	Annexure 12
16	Pre Contract Integrity Pact	Annexure 14
17	Mask Commercial Bid	Annexure 15a

Envelope-2 Label "COMMERCIAL BID"		
RFP for Selection of Service Provider for Supply, Installation, Integration, and Maintenance of SAN switches at Bank of Baroda sponsored RRB's Data Centre RFP Reference No. BCC:IT:RRB-DC:PROJ:111:3 dated 02-03-2019		
VENDOR DETAILS		
NAME, EMAIL ADDRESS, CONTACT NUMBER		
B	Commercial Bid	Proforma Given
1	Commercial Bid	Annexure 15b
2	CD Containing soft copy of the Commercial bid	Vendor to Provide

Performance Bank Guarantee format is provided as **Annexure 16** for successful bidder to claim retention Money.

IMPORTANT POINTS TO BE NOTED

1. The sealed bid envelopes along with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point "[A] **Important Dates – 2.** RFP Coordinator Name, Contact Details (Bank)".
2. The Bid shall be typed or written in indelible ink; all pages numbered and shall be signed by the Bidder representative on whose favour Power of Attorney is issued to bind the Bidder to the Contract.
3. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted.
4. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
5. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
6. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
7. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
8. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Prequalification / Technical Bid covers will make bid liable for rejection.
9. The Bidder will submit the Bid Security Earnest Money Deposit. The RFP response without accompanying the Bid Security Earnest Money Deposit (EMD) is liable to be rejected.

10. Each of the envelope(s) shall be addressed to the Bank at the address given below:
The General Manager
(Head – IT Operations)
Bank of Baroda,
C-34, G-Block, Baroda Sun
Tower 3rd Floor, IT Dept.,
Bandra Kurla Complex, Mumbai 400051
11. Only one submission of response to RFP by each Respondent will be permitted.
12. 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. The Respondent is 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.
13. 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.
14. Unsigned responses would be treated as incomplete and are liable to be rejected.

2.8 Lodgement of RFP Response

Application Money

Application Money of Rs. 25,000/- (Twenty Five Thousand Only) as mentioned in “[A] Important Dates – Application Money” by way of Bankers Cheque / Demand Draft / Pay Order favouring Bank of Baroda, payable at Mumbai, which is non refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.

RFP Response Submission - Closing Date

RFP Response should be received by the officials as indicated in “[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)” as per the details given in this Section.

2.9 Earnest Money Deposit

The vendors will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting the technical bid at the rate stipulated by the bank.

- 2.9.1 The Vendor shall furnish, as a part of its technical bid, earnest money deposit as mentioned in point “[A] Important Dates – 8. Bid Security(Earnest Money Deposit)” –is Rs 3 Lacs. The earnest money deposit is required to protect the Bank against the **risk of Vendor’s conduct.**
- 2.9.2 **The Earnest Money Deposit shall be denominated** in the Indian Rupees only and shall be in the form of a Demand Draft favouring “Bank of Baroda” payable at Mumbai (with Annexure 06) 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 6 months from the date of bid submission, in the form provided in the RFP (Annexure 07 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.

2.9.3 The unsuccessful Vendor's earnest money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP process.

2.9.4 The successful Vendor's earnest money deposit or bank guarantee will be discharged upon the vendor signing the contract and furnishing the performance guarantee.

2.9.5 The earnest money deposit of a vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank -

- If the vendor withdraws its bid during the bid validity period.
- In case of the successful vendor, if vendor fails to:
 - a) sign the contract/Agreement within 1 month of issue of contract order / letter of intent for any reason whatsoever
 - b) furnish performance guarantee within 30 days from the date of Bank placing the order or signing the contract whichever is earlier for any reason whatsoever

2.10 Registration of RFP Response

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration 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.

2.11 Late RFP Response Policy

RFP responses received after the deadline for lodgement 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 RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

2.12 Notification

The Bank may notify the Respondents as soon as practicable after the RFP Evaluation Completion 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.

2.13 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.

2.14 Contract period

The contract with the selected vendor will be valid for a period of 7 years (Three year warranty + four year AMC), beginning from the contract start date. The contract will be deemed completed only when all the contracted services required by the Bank are provided and accepted by the Bank 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.

2.15 Grievance Redressal

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to General Manager (IT) at gm.it.bcc@bankofbaroda.com. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.

2.16 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. The suggested format for submission of Commercial offer is mentioned in Annexure 15. The Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.

3. 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 5000+ branches in India and 104 branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda has its three sponsored RRBs in three states in India i.e. 1) Baroda Gujarat Gramin Bank (BGGB), Gujarat, 2) Baroda Rajasthan Kshetriya Gramin Bank (BRKGB), Rajasthan and 3) Baroda Uttar Pradesh Gramin Bank (BUPGB), Uttar Pradesh with network of total 2000+ branches in these three states. RRBs DC/DR/NDR Operation is being maintained and managed by Bank of Baroda.

3.2 Purpose

Current Setup: Currently SAN switches with redundancy has been deployed at DC and DR Site, located at Navi Mumbai and Hyderabad respectively.

Bank intends to procure new SAN switches at DC Navi Mumbai with at least 48 ports with scalability to accommodate future expansion.

The SAN switches would be deployed in the DC Navi Mumbai in Primary-Secondary mode.

The specifications given in the tender are based on the minimum requirement of the Bank.

The bidder needs to quote SAN switches as per the technical specifications mentioned in Annexure 5.

The equipments must be supported for a period of 7 years (3 years warranty and 4 years AMC) from the date of installation. The warranty and AMC should be back to back with OEM.

The purpose behind issuing this RFP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for supply, installation, maintenance, commissioning, integration, training and support of SAN switches for its sponsored RRBs Data Centre located at Navi Mumbai.

The selection process consists of three phase' viz., 1) Pre-Qualification /Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

In this tender, either the bidder on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same model/product.

If a bidder submits bid on behalf of the Principal/ OEM, the same bidder shall not submit a bid on behalf of another Principal/ OEM for the same item/ product.

3.3 Project Scope

The Scope of Work involves: Supply, Installation, Configuration, Maintenance, Integration and Tuning of supplied SAN switches.

Bidders are requested to co-ordinate with Bank's MSP and understand the existing setup. Further to detailed study and analysis, Bidder is required to ensure that the proposed product is compatible with our deployed software's, allied hardware, interdependent operations and functionalities prior to the participation. A confirmation on workability of all aspects without any impact on present operations should be duly submitted by the bidder.

Bidder is required to ensure that the proposed product is compatible with the existing deployed products for interoperability.

Training of staff and Manpower deployment for a period of 10 days is also part of the scope. The equipments to be procured, as per the technical specifications, are as under:

Product Description	Quantity
48 Port FC SAN Switch with provision of scalability (Technical Specifications as per Annexure – 5)	(2- at DC Mumbai)

Supply and installation of SAN switches, complying with the technical specifications given in technical bid, along with accessories (hinges, PDU, ports - SFP, cables – power and SFP etc) and necessary documentation etc. at BOB RRB's DC at Navi Mumbai. Rack mounting, cabling and testing of all the features is part of Installation activity. Vendor to provide fibre/Ethernet cables as per the number of SFP/Ethernet ports supplied in the hardware.

Configuration and Integration of SAN switches with existing network, servers and interoperability will be executed by vendor. Further, additional configurations which are required for successful integration of devices with existing setup needs to be taken care by the bidder.

Configuration/integration for log correlation, Syslog server etc. with standard monitoring tools needs to be done by the bidder. In case the bank procures any such tool at a later stage, the integration to be done within 7 days after being informed by bank. The bidder to integrate the logs with syslog server once banks has procured the same.

All the equipments (hardware, software) supplied as part of solution should be IPv6 ready from day one and should support all the protocols.

The bidder is bound to provide another solution/device in case the proposed device fails to provide the required throughput or any other features listed in the Technical specifications or General Specifications during the entire contract period.

3.4 Study of existing setup

- Study of existing SAN architecture & propose optimized architecture as per best practices
- Offline Study of existing fabric connections.
- All latest stable hot fixes should be applied on SAN switches.
- Give formal presentation to Bank team on final design, configuration and implementation.
- Should take approval for each new configuration/ feature to be enabled before implementation.
- Post approval from bank, Implementation of SAN switches with approved integration policy.
- All Design & configurations should be as per industry best practice of SAN switches.
- Get signoff for all User Acceptance Tests from Bank.

3.5 Deployment of on-site engineer

The bidder to deploy engineer for a period of 10 days having experience of at least 2 years on proposed SAN technology OR Professional Certified engineer on proposed SAN switch technology with 1 year post certification experience.

The engineer has to be deployed after completion of acceptance of solution by the bank and intimation to the bidder. The engineer would be operating from Banks Data Centre at Navi Mumbai or Hyderabad or both Bank locations.

The engineer should be present:

- a) 8X5 basis for a period of ten days, Monday to Friday, excluding Saturdays, Sundays and national holidays.
- b) The engineer should be present during normal Bank office hours at Mumbai/Hyderabad i.e. from 10:00 am to 6:00 pm.
- c) In case of exigencies or as and when Bank requires, the engineer should be available on Saturdays, Sundays and Holidays as well.

The primary responsibility of the engineer would be to integrate and tune the SAN switches based on the present fabric connections and also provide training to bank Staff /engineers. The engineer should document and knowledge transfer to Bank officials.

The Bank reserves the right to conduct interviews of the proposed engineer. Prior to deployment of engineer, bidder has to forward complete bio-data along with certifications, if any. In case the engineer is not found suitable Bank may reject the assigned engineer.

3.6 Training

Two days (working days) extensive instructor lead training is required to be given to Bank and its designated staff /vendors who are maintaining the DC/DR NDR systems. The training should include the configuration, migration procedure, commands, architecture, enabling the various components / licenses, DOs and Don'ts, Proactive maintenance, Challenges faced in other organizations and its remedial measures. All the documents, slides, data sheet, architecture level diagrams and other study material to be provided to Bank in soft and hard copy. The venue of the training will be Mumbai or Hyderabad or both and will be accordingly communicated to the selected bidder. The training should be conducted within two weeks from the date of installation and prior to acceptance.

3.7 Warranty, AMC and Support

- 3.7.1 On-site, comprehensive Warranty BACK-TO-BACK from OEM for a period of 3 years from the date of acceptance.
- 3.7.2 AMC must be comprehensive, Back to Back from OEM for a period of 4 year after expiry of Warranty. The scope of AMC is same as Warranty.
- 3.7.3 The warranty / AMC also include all software subscriptions (critical hot fixes, service packs, and all upgrades/updates) of all components supplied as part of solution.
- 3.7.4 Replacement:
 - a) Replacement of failed hardware during warranty / AMC must be next Business Day from the time call is lodged.
 - b) In case of failure of both the SAN switches, replacement must be within 4 hours from the time call is lodged.
 - c) The replacement unit has to be shipped by the OEM and the bidder should install and configure the same. Once confirmed by Bank on the successful working of the device, the faulty unit has to be collected by the bidder and delivered to OEM. All charges, including taxes if any, towards replacement has to be borne by the bidder.
- 3.7.5 Software /Firmware updates and upgrades during period of warranty / AMC should be at no additional cost to Bank.
- 3.7.6 Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and AMC, at no extra cost to the Bank.
- 3.7.7 The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration with required awareness of its consequences and any such modification/updation will be recorded for information of the selected bidder.
- 3.7.8 Support:
 - 1) L1 and L2 on-site support should be from bidder throughout the period of warranty and AMC. The support should be comprehensive 24X7X365, which also includes day to day operational issues as and when arise.

- 2) Onsite Support engineer would be required to work on Saturdays/Holidays and after office hours as demanded by business and under the direction of bank team.
- 3) The bidder to submit detailed RCA of SAN switch hardware & software related issues.
- 4) L3 and above support from OEM should be available during period of Warranty and AMC. The support should be 24 X 7 X 365, which also includes rectification of operational issues, troubleshooting etc. Access to Level 3 resources should be available during weekends and public holidays.
- 5) Onsite Support Engineer should have working experience in technology to carry out Proactive & Reactive Services during Warranty & AMC Period at DC, Navi Mumbai and DR Hyderabad.
- 6) The OEM must provide 24 X 7 X 365 technical support. The OEM must provide the dedicated login credentials to bank with highest level permissions to search knowledge base, downloading of the patches, documents and to manage the device. Bank should be able to raise tickets directly to OEMs.
- 7) The OEM should have a facility to log a call using web interface wherein all the support contract details should be linked. This interface should provide the incident number for monitoring the progress of the call/support ticket. The OEM should also have flexibility to log the calls using either emails/telephone also.
- 8) The OEM should have a comprehensive known error database or knowledge database in the form a web access which is accessible to bank team for resolving first level issues. This is not a local database maintained to track incidents. This repository is the knowledge base of all the incidents resolved worldwide by the vendor support teams.
- 9) The bidder and OEM should assist bank in migration of solution to IPv6 as and when bank proposes to migrate, without any additional cost to bank.
- 10) The Engineers deployed at the time of any activity during the course of Support must be a certified L2 and above with a valid work experience.
- 11) The support provided has to be exclusively onsite. Support via remote technology like WebEx and similar modes are impermissible and strictly prohibited.

3.7.9 Detailed scope of work under warranty and AMC is given in section 7.4.

3.8 Preventive Maintenance:

Team is required to send periodic intimations on latest bug fixes and new versions/ firmware/ Signatures/ License/ Patches/ Upgrades etc which should be implemented in Production, any failure in intimation which caused any sort of outage in BANK will be taken under SLA/Penalty.

Periodic preventive maintenance of hardware, once in quarter from the date of acceptance should be carried on by the bidder during warranty/AMC period.

During the preventive maintenance the bidder should check the firmware / operating system running on the SAN switches and other components and upgrade the same to latest version as released by OEM.

3.9 Up-gradation

Bank reserves the right to upgrade the equipment during the contract period by enabling license or addition of module/card.

The up-gradation may be carried out with the shortlisted vendor by calling for proposal or if desired, Bank would issue RFP and shortlist vendor for supply of components.

3.10 End of Sale and End of Support

The hardware supplied as part of this contract must not be declared End of Sale for period of 3 years from last date of submission of bids and should not be End of support for at least 4 years thereon.

The System spare parts/services, as and when required, and complete maintenance of the Systems during warranty / AMC period, must be supported for a period not less than 7 years from the date of acceptance of the System by the Bank.

3.11 Shifting of Premises

The Bank may, during the currency of the warranty/AMC, shift the equipment to other location(s) within the Country. The bidder needs to ensure that the OEMs and bidders warranty / AMC and support are valid across India. Further, bidder undertakes to continue to provide warranty/AMC and maintain/support of the goods at the new location on same terms and condition of this RFP/Contract.

Bidder will be informed about old and new location/office details as and when the Bank decides to shift the hardware due to operational requirements. Bidder will deploy resource(s) for decommissioning of respective equipments at old location and Commissioning of equipments at new location at no additional cost to the Bank.

The charges towards packing, physical shifting and insurance would be borne by the Bank

The vendor is required to update their database and provide support, Warranty/AMC etc, for the shifted devices at the new location.

The bidder should also provide support for un-mounting, mounting and cabling of SAN switches and other components from the rack in the event of relocation of racks or changes made in DC/DR sites based on Banks requirements.

No additional cost whatsoever would be paid by the Bank for all the above activities.

3.12 Submission of Documents

The following documents are to be submitted in hardcopy by the bidder during the project:

1. Delivery challan duly signed and dated by bank officials.
2. Installation Report duly signed and dated by Bank officials.
3. Detailed Implementation document.
4. Copies of back to back warranty and support from OEM, licenses etc.

5. Declaration along with details of hardware items removed from site under buyback.
6. Team has to submit documents like Technical Architecture Manual (TAM), Scope of Management, Technical Operations Manual (TOM), Standard Operating Procedures etc
7. Health check up/ best practice document which should be carried on after implementation
8. Escalation Matrix, Call Logging Procedure.

4. Minimum Eligibility Criteria

Sr.	Eligibility Criteria	Complied (Yes /No)	Supporting Documents 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 3 years. (In case of mergers /acquisition /restructuring or name change, the date of establishment of the earlier /original company will be taken into account).		Documentary Proof to be attached (Certificate Incorporation). GSTIN and PAN copies of the bidder to be submitted.
2	Bidder must be in business of providing SAN solution hardware at least for last 3 years.		Copy of purchase order/work order showing implementation since last three years.
3	The bidder should be Original Equipment Manufacturer [OEM] or authorized partner of OEM. [In case of authorized partner of OEM the bidder should submit Manufacturer Authorization Form as per format given in Annexure 12		OEM/OED Manufacture Authorization form (MAF)-Annexure 12
4	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 from Bidder.
5	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
6	The bidder should have qualified and experienced engineers on their roles, on OEM technology in Mumbai and Hyderabad for the product proposed in response to the RFP.		Bidder to submit: 1. Details of the engineers along with the copy of certification / qualification to be submitted and 2. Certificate / undertaking on Letter

Sr.	Eligibility Criteria	Complied (Yes /No)	Supporting Documents Required
			head indicating that the engineers are currently on the roles of the company.
7	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements 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 systems / products are quoted) or if the OEM is bidding directly.		
1	Must have registered a turnover of Rs. 150 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2015-16, 2016-17 and 2017-18 (Not inclusive of the turnover of associate companies). In case the company is an MNC and does not maintain separate Balance Sheet for Indian operation, an undertaking regarding the same needs to be furnished.		Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification clearly mentioning the amount of turnover for three years i.e. 2015-16, 2016-17 and 2017-18.

Sr.	Eligibility Criteria	Complied (Yes /No)	Supporting Documents Required
2	<p>Must be Net Profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2015-16, 2016-17 and 2017-18.</p> <p>OR</p> <p>The Bidder must be a cash profit making entity (Net profit + depreciation) (from Indian operations only) continuously for the last three years, that is financial years - 2015-16, 2016-17 and 2017-18 AND must have a Net worth** of Rs. 75 Crores in each of the last two financial years.</p> <p>** Net worth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) –(Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)</p>		<p>Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. CA certificate should clearly mention the Turnover, Net Profit, Cash Profit and Net worth for the mentioned years. Net worth to be calculated as per the method mentioned.</p>
B2	Below clause Applicable for the Bidder if submitting bid as a partner of the OEM (Also the OEM whose systems / products are quoted by the partner to meet the criteria mentioned in B1)		
1	<p>The Bidder must have registered a turnover of Rs. 250 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2015-16, 2016-17 and 2017-18 (Not inclusive of the turnover of associate companies)</p>		<p>Audited Financial statements for the financial years 2015-16, 2016-17 and 2017-18.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification clearly mentioning the amount of turnover for three years i.e. 2015-16, 2016-17 and 2017-18.</p>

Sr.	Eligibility Criteria	Complied (Yes /No)	Supporting Documents Required
2	<p>The bidder must be net profit (after tax) making entity (from Indian operations only) continuously in any three years out of last four years, that is financial years -2014-15, 2015-16, 2016-17, and 2017-2018.</p> <p>OR</p> <p>The bidder must be an operating profit making entity (Net profit + interest + depreciation + taxes)(from Indian operations only) with a net worth of Rs. 50 Crores in any of the three years out of the last four years, that is financial years– 2014-15, 2015-16, 2016-17, 2017-2018.</p>		<p>Audited Financial statements for the financial years 2014-15, 2015-16, 2016-17, and 2017-2018.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. CA certificate should clearly mention the Turnover, Net Profit, Operating Profit and Net worth for the mentioned years.</p>
3	<p>Must have premium level of partnership with OEM for the past three years (from RFP date)</p>		<p>Certificate from OEM to be submitted.</p>
4	<p>Bidder should have received ISO9001:2008.OEM should have received ISO9001:2008 &14001:2004 certifications for manufacturing facility from where the equipments will originate.</p>		<p>Copies of valid relevant certificates.</p>
C Experience and Support Infrastructure			
1	<p>The Proposed SAN switch should be supplied & supported in at least one commercial Bank /Financial Institutions / Govt Organization in India</p>		<p>PO / Work order / Reference letter from Customer on its letterhead to be submitted.</p>
2	<p>The Bidder or the OEM should have supplied and maintained SAN switches of the same series in at least three customers in BFSI sector in India during the last 3 years.</p>		<p>PO / Work order / Reference letter from Customer on its letterhead to be submitted.</p>
3	<p>While a call centre is acceptable for logging support logging support requirements, support must be provided on site by a qualified engineer.</p>		<p>Confirmation letter from OEM and Bidder to be provided.</p>

Sr.	Eligibility Criteria	Complied (Yes /No)	Supporting Documents Required
4	Bidder should have direct support offices in Mumbai and Hyderabad.		Confirmation letter from OEM and Bidder to be provided.
D	Others		
1	The bidder should have authorization from OEM to quote for their products. If bidder (bidder (partner of OEM) is not able to fulfil its obligation to support the product during the contract period, OEM will have to ensure support as per contract.		Letter of Undertaking from Bidder/OEM
2	If OEM is bidding directly they cannot submit another bid with any other bidder.		Letter of Undertaking from Bidder/OEM
3	OEM / Bidder should stock adequate spares of all items supplied.		Letter of Undertaking from Bidder/OEM
4	Any technical problem should be resolved within maximum of 4 hours of call reported for any equipment under High availability, which includes time for procuring spare parts or replacement device.		Letter of Undertaking from Bidder/OEM
5	Bidder must ensure that all the equipments(inclusive of all the components/modules) to be supplied should have comprehensive maintenance and support for a period of minimum 7 years (3 years warranty and 4years AMC thereafter) from the date of submission of bids, irrespective of End of Life, End of Engineering Support, End of Sale, End of Support Life etc. AMC will be considered only when it reflects in the support portal of OEM.		Letter of Undertaking from Bidder and OEM along with following details of the proposed products under this RFP: Date of launch of product, Date of manufacturing, Date of end of life, end of engineering Support, End of Sale, End of support Life etc.

1. The Bidder must comply with all the terms and conditions of the RFP. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criteria mentioned above are mandatory.
2. Bidder to get vetted all terms and conditions in the RFP by their Legal Team before participating in the bidding process. The contract with the selected vendor will be mainly based on RFP terms. Any deviation in the Contractual terms which is part of RFP will result in cancellation of order.
3. Only those who fulfil all the eligibility criteria will qualify for further evaluation.
4. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.
5. Reference Site Customer Name and Contact information to be provided to the Bank with whom discussion can be done.
6. BFSI implies - Scheduled commercial banks in public or private sector / All India Financial Institution / Insurance Companies.

5. Evaluation process

A two stage process is adopted for selection of the Service Provider:

- ▶ Stage 1 - Technical Bid evaluation and
- ▶ Stage 2 - Commercial Bid evaluation

5.1 Technical Bid

The required documents as part of technical bid need to be provided as per Bank's requirement which shall be verified by the Bank. During evaluation of the tender, 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.

Vendors who have submitted all the required documents as per Bank's requirement would be evaluated for technical suitability.

5.2 Clarification of bids

During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.

Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.

Any deviations from the specifications should be clearly brought out in the bid.

Bidder to quote for entire package on a single responsibility basis for the goods.

5.3 Preliminary Examinations

- 5.3.1 The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 5.3.2 The Bank may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 5.3.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations.
- 5.3.4 Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation.
- 5.3.5 The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank would also evaluate the Bids on technical and functional parameters

- including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.
- 5.3.6 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 5.3.7 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 5.3.8 The bidder should satisfy the pre-qualification criteria as specified in the tender.

5.4 Technical Evaluation

- 5.4.1 Pursuant to the evaluation of pre-qualification/ minimum eligibility criterion mentioned above, bidders will be short-listed for technical evaluation. Technical evaluation will be carried out only for the bidders who succeed the prequalification criterion.
- 5.4.2 Bank will review the technical bids of the short-listed bidders [who qualify the minimum eligibility criteria] to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Bank's discretion.
- 5.4.3 During Technical evaluation the Bank at its discretion may ask the bidders for the demonstration / POC of all or some components/ features and components of the hardware items quoted by them. However, Bank will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration / POC.
- 5.4.4 Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
- 5.4.5 Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

5.5 Commercial Bid Evaluation

- 5.5.1 All the bidders who qualify in Technical evaluation as per the criteria mentioned above would be short listed for commercial evaluation.
- 5.5.2 The commercial bids of only those vendors who qualify in the technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors.
- 5.5.3 Bidders who do not qualify the technical evaluation will not be invited for opening of commercials.
- 5.5.4 Bank will award the contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1).
- 5.5.5 The commercial bids submitted by vendors will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the L1 (Lowest Vendor) would be arrived at.
- 5.5.6 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.

- 5.5.7 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.
- 5.5.8 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.
- 5.5.9 Lowest cost bid would be arrived as follows:
- X1:** Cost of New Hardware including installation/configuration/integration which is inclusive of all taxes, levies, duties etc. except GST with 3 years back to back Warranty and Support from OEM.
 - X2:** Cost of Licenses inclusive of all taxes, levies, duties etc. except GST at present value (PV)
 - X3:** One Time Training Cost inclusive of all taxes, levies, duties etc. except GST.
 - X4:** One Time Manpower Charges inclusive of all taxes, levies, duties etc. except GST for one resource for a period of 10 days.
 - X5:** Cost of four Year AMC (from 4th year onwards) with back to back OEM support and bidder Support charges inclusive of all taxes, levies, duties etc. except GST at present value (PV).
 - X6:** Any Other charges inclusive of all taxes, levies, duties etc. except GST if recurring at present value (PV)
 - X7:** Buy Back devices charges.
 - TCO:** Total Cost of Ownership based on Present value inclusive of all taxes, levies, duties etc. except GST for a period of Seven Years.
 - TCO=X1+X2+X3+X4+X5+X6-X7**

The present value (PV) will be calculated as per the following formula:

$$PV = \frac{C}{(1+r)^n}$$

Where:

- 'C' is the amount of each year.
- 'r' is discount rate for calculation purpose will be taken as 10%.

- 'n' is number of years, i.e. 'n' is 1 for 1st year, 2 for 2nd year, 3 for 3rd year, 4 for 4th year etc of AMC / license/ support.

5.5.10 Arithmetic errors correction: Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
3. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
4. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

5.6 Award of Contract

The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the **Lowest commercial Bid i.e. L1** (as determined by commercial evaluation given in Section 5.5).

6. Terms and conditions

6.1 General

6.1.1 General Terms

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

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.

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.

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.

The Bank is not responsible for any assumptions or judgments made by the vendor for arriving at any type of costing. The Bank at all times will benchmark the performance of the vendor to the RFP and other documents circulated to the vendor and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the vendor must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the vendor and the Bank's interpretation will be final.

6.1.2 Rules for Responding to this RFP

- 6.1.2.1 All responses received after the due date / time as mentioned in “[A] **Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)**” would be considered late and would be liable to be rejected.
- 6.1.2.2 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
- 6.1.2.3 All bid responses would be deemed to be irrevocable offers / proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor/s. unsigned responses would be treated as incomplete and are liable to be rejected.
- 6.1.2.4 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 EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.

- 6.1.2.5 Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same 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 items/ product.
- 6.1.2.6 The vendor may modify or withdraw its offer after submission, provided 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.
- 6.1.2.7 The vendor is required to quote for all the components/ products mentioned in the "Project scope" and all other requirements of this RFP. In case the vendor does not quote for any of the components/products, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 6.1.2.8 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.
- 6.1.2.9 Based on the Bank's requirements as listed in this document, the vendor should identify the best-suited product that would meet the Bank's requirements and quote for the same. In case the vendor quotes more than one model and they have not specified which particular model 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.
- 6.1.2.10 Vendor must furnish requirements as per the formats provided in the RFP document.
- 6.1.2.11 In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor's and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.
- 6.1.2.12 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.
- 6.1.2.13 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

- 6.1.2.14 The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the item / service / AMC. The Bank's interpretation will be final.
- 6.1.2.15 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.
- 6.1.2.16 All out of pocket expenses, travelling, 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.
- 6.1.2.17 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.
- 6.1.2.18 In the event of any changes observed by the Bank in the payment schedules as suggested by the Bank, the price bid of the vendor would be loaded with 10% of the total cost of that particular item / service / AMC. However, this additional loaded amount is only for evaluation purposes and will not be actually payable to the vendor. The Bank will conform to its payment schedule as specified in the tender document.
- 6.1.2.19 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:
- Bids submitted by holding company and its subsidiary
 - Bids submitted by two or more companies having common director/s
 - Bids submitted by two or more partnership firms / LLPs having common partners
 - Bids submitted by two or more companies in the same group of promoters/management
 - Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

6.1.3 Price Bids

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

- 6.1.3.2 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.
- 6.1.3.3 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.
- 6.1.3.4 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.
- 6.1.3.5 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.
- 6.1.3.6 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".
- 6.1.3.7 The Bank is not responsible for any assumptions or judgments made by the vendor for arriving at any type of costing. The Bank at all times will benchmark the performance of the vendor to the RFP and other

documents circulated to the vendor and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the vendor must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the vendor and the Bank's interpretation will be final.

6.1.4 Price Comparisons

- 6.1.4.1 Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the vendors to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- 6.1.4.2 The Vendor is expected to provide details of services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.
- 6.1.4.3 The Vendor must provide and quote for the required services as desired by the Bank as mentioned in this RFP and subsequent requirement by the Bank. Any services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

6.2 Performance Guarantee

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 16 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.

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. However Bank at its discretion will provide a cure period of 30 days in the event of non-performance of obligation or failure to meet terms of this RFP/tender.

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.

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

6.3 Others

- 6.3.1 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.
- 6.3.2 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.
- 6.3.3 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
- 6.3.4 The vendor must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 6.3.5 The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil 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 fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- 6.3.6 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.
- 6.3.7 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.
- 6.3.8 The Bidder covenants and represents to the Bank the following:
- 6.3.8.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 6.3.8.2 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.
- 6.3.8.3 The execution, delivery and performance under an Agreement by such Party:
- Will not violate or contravene any provision of its documents of incorporation;
 - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
 - To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- 6.3.9 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.
- 6.3.10 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
- 6.3.11 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.

6.4 Other RFP Requirements

- 6.4.1 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.
- 6.4.2 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.
- 6.4.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 6.4.4 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 – 2. 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.
- 6.4.5 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.
- 6.4.6 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.
- 6.4.7 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
- 6.4.8 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 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.
- 6.4.9 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.
- 6.4.10 Bidder presentation – Bidders are requested to be prepared to demonstrate the proposed solution /product, make presentations and arrange for site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. The Bank will communicate a date and time to all qualified Bidders any time after the last date for submission of bids.
- 6.4.11 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 Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by

- the Bidder would be proportionately adjusted with such additions or deletions in quantities
- 6.4.12 Details of Sub-contracts, as applicable – If required by the Bank, vendors 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
- 6.4.13 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.
- 6.4.14 Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defence 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.
- 6.4.15 The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior written 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.
- 6.4.16 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. The products / 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.

Inspections and Tests

The Bank or its representative shall have the right to inspect and/or to test the products/services provided by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.

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

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

If during the warranty period, it is found that the quality or specifications of the products/services are not in conformity with the Contract or if the solutions are proven to be defective for any reason, the Bank shall promptly notify the Bidder of the existence of a claim.

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

Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.

Corrupt and Fraudulent Practices

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among vendors (prior to or after bid submission) designed to establish bid

prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Bidders responding to this RFP need to sign the Integrity Pact (IP) as per attached Annexure 14 which will be also signed by Banks representative.

6.5 Authorized Signatory

The selected vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The vendor shall furnish proof of signature identification for above purposes as required by the Bank.

7. Special Terms and Conditions

7.1 Price

- 7.1.1 Prices quoted by the bidders should include all local taxes, duties, levies, transportation costs, back to back support with OEM during warranty, insurance costs, training etc., till the bid validity period.
- 7.1.2 Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 7.1.3 The prices quoted by the bidder should be valid till one year from the date of procurement. Bank may place order for the equipments and components as and when required at the rates quoted by the bidder in bid submission.
- 7.1.4 Bidder will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, GST etc. in connection with delivery of goods at site including incidental services and commissioning.
- 7.1.5 While any increase in the rates of applicable taxes or impact of new taxes imposed by GoI, subsequent to the submission of commercial bid shall be borne by Bank, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to Bank in its favour. This will remain applicable throughout the contract period.

7.2 Terms of Payment

The Purchase Orders and the subsequent Payments will be released by the 3 RRBs of BOB.

The Bidder 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 bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.

The payment will be released as follows:

- a) **Hardware** – Cost of New Hardware / solution with 3 years back to back Warranty and Support from OEM
 - 40% of the cost of Hardware on delivery and verification of SAN switch devices plus 100% of GST as per actual on production of original receipt. Bidder to submit delivery challan duly signed dated and sealed by Bank officials along with Payment invoices.
 - 50% of the cost of hardware on successful installation/configuration and integration of devices with existing setup and satisfactory functioning of the devices. Bidder to submit Installation/configuration/integration and acceptance certificate signed by Bank authorities (satisfactory functioning certificate) along with Payment Invoices.



Balance amount of 10% will be released after one month on completion of three year Warranty Period or against a Performance Bank Guarantee from scheduled commercial Bank preferably public sector bank, other than Bank of Baroda in the format as specified in **Annexure 16 - Bank Guarantee** for early release of retention money.

- a) **AMC of Hardware** - with back to back OEM support and bidder Support charges shall be Payable Half yearly in arrears by RRBs against receipt of satisfactory support report along with relevant supporting documents of previous quarters. Bidder to submit back to back renewal certificate of AMC Services for supplied items from its OEM along with Payment Invoices. **The minimum AMC charges to be quoted per year in commercial should be 4% of the product charges.**
 - b) **One Time Manpower Charges** –On completion of ten days period after the date of deployment of resource at Mumbai or Hyderabad or both (Bank shall advise the same to successful bidder)
 - c) **One Time training Charges** –On completion of 2 working days training on SAN switch basis on completion certificate issued by bank.
 - d) **License Charges** –License charges to be paid in advance for the year based on the requirement assessment of the Bank. Vendor to list all the licenses of the SAN switch in the commercial sheet. The license should cover all the features mentioned in the technical specifications and its validity should be shown on the OEM portal. In case of bundled licenses, all the features should be mentioned in the commercial sheet. However bank will decide about procuring the license device wise based on internal architecture before placing the PO. Bank will make the payment based on confirmation of license validity from OEM.
- 1 The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
 - 2 All the payments, including release of EMD will be made by the Bank electronically through RTGS/ NEFT. Hence, Bidder to submit Bank Mandate Form along with cancelled cheque in original with technical bid.
 - 3 Bidder will be required to furnish the documentary proof as specified above while claiming the appropriate payment.
 - 4 The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
 - 5 TDS, if any, will be deducted while releasing the payment.
 - 6 All Payments will be made to the Bidder in Indian Rupee only.
 - 7 All payments will released within 30 days of receiving the undisputed invoice.
 - 8 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 amount/professional fees quoted by the vendor in the price bid against such item/activity.

7.3 Liquidity Damages, Service Level and Uptime Guarantee Default in Delivery

1. If the vendor fails to deliver the items within stipulated period, Bank will impose a LD of 1% of the cost of equipment with 3 years warranty for each weeks delay or part thereof, subject to maximum of 10% of cost of the equipment.
2. The LD will be deducted from the first payment.
3. In case the delay exceeds 10 weeks, Bank reserves the right to cancel the order. In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.
4. If orders are cancelled due to non delivery, the vendor will be debarred by Bank for participating in any future tenders floated by Bank.

Default in Performance of Preventive Maintenance

1. If the vendor fails to carry out preventive maintenance during Warranty and AMC period and submit the reports, Bank will impose a LD of Rs.5,000/- for each incidence, subject to maximum of 25% of bidder support cost for the year.
2. The vendor will be required to forward to the banks well in advance (at least 7 days) the Preventive Maintenance schedule / plan to enable the Bank to intimate the locations/offices and obtaining downtime etc.

Absence of On-site engineer

1. If the vendor engineer fails to attend the site, Bank will impose LD as follows:
Per Man day charges (for the purpose of deduction on account of absence) = Charges per 10 days / (10).
2. The said LD would be deducted while releasing payment towards the resource at the end of ten days.

Shortfall in Performance Compliance Level

1. If the bidder fails to maintain guaranteed uptime of 99.99% per month for all the ordered equipment/devices, during Warranty and AMC the Bank shall impose LD.
2. Under the clustered environment, if equipment or any of its components fails 3 times or more in a year, the AMC for both the clustered device will be increased by one year.
3. Amount of LD to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in performance Performance % calculated on Monthly basis for every device. In case of any hardware problems, the vendor should ensure that replacement devices are made available to meet the SLAs.	Penalty (% of total contract value of the Equipment including AMC Charges)
Above 99.99%	NA
Between 99.90% and 99.99%	1
Between 99.50% and 99.90%	3
Between 99.00% and 99.50%	5
Between 98.00% and 99.00%	8
Less than 98%	10

The performance would be measured as under on monthly basis:

$$\text{(Total contracted minutes in a month – downtime Minutes within contracted minutes in a month) Performance (\%)} = \frac{\text{-----}}{\text{(Total contracted minutes in a month)}} \times 100$$

4. The above penalty shall be applied for each of the equipment separately.
5. Component / Equipment replacement in the event of any failure / critical alert / Critical warning necessitating replacement of the equipment without impacting application services to end users (DC / DR / NDR). - Any Infrastructure component / equipment which is not available or found to be faulty which requires replacement although it is not impacting the service i.e. availability to end users, then such components should be replaced within 4 hours (business/non-business hours) from the time fault is known by logging call in Service Manager and Post 4 hours, irrespective of DC / DR locations, the penalty / service credit will be computed for every hour delay in replacing such component/equipment. The penalty will be charged as Rs.5000/- cost for every 5 hour of delay post 4 hour time.

RCA Submission:

Root Cause Analysis Report is required to be submitted within a week of the incident. It should include the complete log analysis, reason for outage - failure and solution. Delay in RCA submission would attract a penalty of Rs 5000/- per week thereof.

LD Exclusion:

No LD will be imposed for any reason solely attributable to the Bank. However, in such case the bidder has to submit the reasons duly signed by the official of Bank at the location.

Adjustment / Claiming of LD / Penalty

The amount of LD may be claimed/ adjusted by the Bank while releasing the payment as under:

1. Any future payments to the bidder OR
2. Performance Bank Guarantee OR
3. Forfeiture of Security Deposit
4. Vendor will be advised to pay the same. In case vendor is advised to make payment, the vendor has to make payment within 30 days from date of intimation.

7.4 Warranty and AMC

7.4.1 Warranty

1. The warranty of entire equipments / hardware (including OS) & software deployed for this project shall be onsite, comprehensive, back to back from OEM with Same Business Day replacement of hardware for a period of 3 years (36 months) from the date of acceptance of delivery.

2. The bidder will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship of the hardware and software. The bidder will provide support for hardware and pre-installed software components including operating system during the warranty period. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.
3. The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
4. The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.
5. The warranty should cover all parts including updates, upgrades of software / firmware, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for entire period of contract from the date of acceptance by the Bank at no cost to Bank.
6. The bidder shall guarantee an uptime of 99.99% for the equipment, during warranty and also during AMC, if contracted, which shall be calculated on monthly basis.
7. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration/resolution within the contracted hours. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the SAN switch. "Restoration" is the condition when the selected bidder demonstrates that the SAN switch is in working order and the Bank acknowledges the same.
8. The Downtime calculated shall not include any:
 - a) Failure due to bank (Power, Network etc.)
 - b) Preventive maintenance activity and
 - c) Force Majeure.

However bidder shall inform the Bank 7 days in advance before carrying out preventive maintenance or pre-planned activity.
9. The percentage uptime is calculated on monthly basis (24 hours a day).
10. Vendor's hardware engineer will report to Bank's DC/DR within 'TWO HOURS [Call-to-Response] of reporting of breakdown by the Bank through telephone/ email / portal or Fax or courier at the vendor's office as per call logging and escalation matrix. Vendor shall resolve the issue within 'FOUR HOURS' [Call-to-Resolution] of its reporting.
11. Call will be deemed as call closure if a hardware or part thereof of similar or higher configuration is provided within the Call-to-Resolution.
12. The performance would be measured as under on monthly basis:

$$\frac{\text{Minutes within contracted minutes in a month} - \text{downtime}}{\text{Total contracted minutes in a month}} \text{ Performance (\%)} = \frac{\text{Minutes within contracted minutes in a month} - \text{downtime}}{\text{Total contracted minutes in a month}} \times 100$$

13. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems if any at no additional cost to the Bank.
14. In case equipment is taken away for repairs, the bidder shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.
15. If during operation, the down time of any piece of equipment or component thereof exceeds the agreed Call-To-Resolution time, the Supplier shall provide standby equipment of the same or higher configuration at no cost to the Bank till the original equipment is repaired and made operational.
16. In case some equipment is declared by the bidder as beyond repairs, the bidder shall provide a new replacement equipment of the same of higher configuration from the same OEM with prior approval of the bank.
17. Free on-site maintenance services and Preventive Maintenance shall be provided by the bidder during the period of warranty.

7.4.2 Annual Maintenance Contract

1. The selected bidder will enter into comprehensive onsite AMC (Annual Maintenance Contract) with the bank, for post warranty maintenance for a period of four years after the expiry of the 3 years warranty period. However, the bank will be having right to go with any other vendor for AMC.
2. The AMC charges for the equipment for 7th year shall not exceed the rates finalized at the time of purchase.
3. AMC should cover the total equipments along with software etc procured from the vendor & quarterly Preventive Maintenance is required to be carried out by the vendor during the year at mutually agreed time as per the requirement of the bank.
4. The AMC charges shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, upgrades, replacement etc.

7.4.3 If the bidder fails to maintain guaranteed uptime of 99.99% and carry out periodic preventive maintenance, the Bank shall impose LD as defined in LD Section of RFP.

7.4.4 If during the warranty and AMC period, any hardware and/or software items fails on two or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the bidder at no additional cost to the Bank.

7.4.5 The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.

7.4.6 To periodically update bank on new features as and when released by the OEM through technical sessions, trainings etc.

7.5 Service Level Agreement and Non Disclosure Agreement

The service provider 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 service provider shall execute the SLA and NDA within thirty days from the date of acceptance of letter of appointment. The cost of all

agreements pertaining to this RFP shall be borne by the bidder/successful vendor as per the law of land. The Agreement to be executed by successful Bidder in Mumbai or Hyderabad. Bidders to execute /submit all Agreements on non-judicial stamp paper of requisite value (to be borne by bidder/successful vendor) as per the law of land. The Bidder can share AMC, AMS, and ATS scope with OEM against NDA for the purpose of obtaining commercial proposal towards the requirement under this RFP.

7.6 Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through 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

8. General Terms and Conditions

8.1 Governing Laws

The RFP and the subsequent contract shall be governed by and construed and enforced in accordance with the laws of India 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.

8.2 Confidentiality

1. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Consultant or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Consultant irrevocably agrees and undertakes and ensures that the Consultant and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Consultant of its obligations hereunder.
2. The Consultant shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the Consultant obligation under this Agreement.
3. The Consultant shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
4. The Consultant shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable the Consultant shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Consultant or its affiliates.
5. The Consultant shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
6. The Consultant hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.
7. It shall be the incumbent duty of the Consultant to undertake not to disclose any business related information of BOB to any third person and the Consultant shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Consultant nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.
8. However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
9. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
10. Prior to the disclosure by BOB was known to or in the possession of the Consultant at the time of disclosure;
11. Was disclosed or parted with the prior consent of BOB;

12. Was acquired by the Consultant from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
13. The Consultant agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
14. Notwithstanding above BOB shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.
15. The provisions of this Clause shall survive the termination of this Agreement.

8.3 Dispute Resolution

- 8.3.1 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.
- 8.3.2 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.
- 8.3.3 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.
- 8.3.4 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 who shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- 8.3.5 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.
- 8.3.6 In the event of any dispute and or the commencement of arbitration proceedings 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.

8.4 Force Majeure

- 8.4.1 The bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

8.4.2 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.

8.4.3 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 RFP/Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

8.5 Termination or Order/Contract Cancellation

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

In following events Bank shall terminate this assignment or cancel any particular order if Vendor:

breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- 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
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of sub standard materials/ services ;
- Delay in delivery / installation / commissioning of services.
- If deductions of penalty exceeds more than 10% of the total contract price.
 - Bank may terminate this RFP or subsequent agreement on happening of following events:
- The vendor 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 vendor and such appointment continues for a period of twenty one (21) days;
- The vendor is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

Vendor becomes the subject of a court order for its winding up

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing.

Effect of termination

If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case BOB reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new Vendor and for execution of the balance of the contract.

In case of bank cancel any particular order, the advance 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.

Without prejudice to the rights of Bank , upon termination or expiry of this assignment , Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

On termination the rights granted to Vendor shall immediately terminate.

8.6 Indemnity

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

- 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, fraud, negligence, breach on part of the bidder and/or its employees, agents, sub contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement; 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
- 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/subsequent agreement; 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 or sub-contractors.
- Any deficiency in the services of selected bidder

8.6.2 The Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- i. notifies the bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- ii. Cooperates with the bidder in the defence and settlement of the claims.
- iii. However, (i) the bidder shall take sole control of the defence 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.

8.6.3 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

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

Obtain a license for the Bank to continue the use of the software /

- i. equipment, as required by the Bank as per the terms and
- ii. conditions of this Tender and subsequent Agreement and to meet the service levels; or

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 (3.3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (3.1) to (3.2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

- Any change, not made by or on behalf of the Bidder, to some or all of the software/deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change;
- 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 Bidder.
- In the event of successful vender not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the bidder under this project.
- The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement and the provisions of this clause shall survive the termination of the RFP and subsequent Agreement.

8.7 Compliance with Laws

The bidder 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 and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so 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.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government

Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

8.8 Limitation of Liability

Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the total contract value.

Vendor's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of

patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

“Wilful Misconduct” means any act or omission of a party which is wilfully intended to harm the interests of the other party, provided however, that wilful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

“Gross Negligence” means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by vendor as part of procurement under the RFP.

Under no circumstances the Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

8.9 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

8.10 Inspection of Records

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

8.11 Assignment

The bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including

bidder's affiliate without the prior written consent of the Bank. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent agreement published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the bank and the bidder under this RFP.

8.12 Publicity

Any publicity relating to the work to be carried out in BANK towards this Data Centre is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary for sub-contracting purpose. All the bidders must give a declaration in this regard duly signed by them. The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Bank regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Bank. The Bidder shall not, use the Bank's name as a reference, without the express written permission of the Bank first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Bank agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.

8.13 Solicitation of Employees

The selected Bidder agrees 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 Bidder agrees that for the period of the contract and one year thereafter, it will not cause or permit any of its 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 Bank.

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.

8.14 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 sent 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.

8.15 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.

8.16 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 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.

8.17 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 statute, 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.

8.18 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.

8.19 Intellectual Property Rights

The Bidder represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.

During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants selected bidder a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.

The selected bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by the selected bidder in performing its obligations under this project. The selected bidder shall also be responsible for renewal of all such licenses from time to time during the contract period. The Bidder shall quote for all such renewals in the commercial bid and in case the Bidder fails to quote for renewal of any licenses in the bid, the selected bidder shall renew such licenses at his cost and the Bank shall not pay for other than the commercials mentioned in the price bid.

The selected bidder shall under no circumstances, allow any associated license to expire and allow any associated software to be out of support during the contract period. If a third party's claim endangers or disrupts the Bank's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the solution in any manner so as to avoid the infringement; or (iii) replace the solution with a compatible, functionally equivalent and non-infringing product.

8.20 Set Off

Without prejudice to other rights and remedies available to the Bank it shall be entitled to earmark , set-off or adjust any amounts due to it, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the Bank to the selected bidder/Service Provider for the services rendered. The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

8.21 Bidder's Design Liability

The Bidder shall carry out all and any services to give sufficient details for the solution implementation so as to ensure that the equipment selected by the Bidder is in compliance with the Contract requirements, particularly those in the Project Overview and Technical Summary 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.

8.22 Bank of Baroda reserves the right to:

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.

- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technicalities. No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the bidder.

8.23 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.

Annexure 1 – Covering Letter

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To

The General Manager
(IT – Head Operations)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for selection of Service Provider for Supply, Installation, Integration and Maintenance of SAN switches at Bank of Baroda sponsored RRBs Data Centre.

Sir,

We are pleased to respond to Bank of Baroda's RFP floated on behalf of its RRBs for selection of Service Provider for Supply, Installation, Integration and Maintenance of SAN switches at Bank of Baroda sponsored RRBs Data Centre.

We hereby confirm that all the technical requirements as mentioned in the RFP in totality are covered in the proposal submitted by us. The response to the requirements along with necessary supporting documents is provided as part of our bid submission.

Yours faithfully,

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

Annexure 2 - Eligibility Criteria

The Minimum Eligibility Criteria has been detailed under Section **4. Minimum Eligibility Criteria.**

However we provide the format and the criteria once again to be submitted with sign and stamp as below.

1. Details of Bidder

S. No	Particulars	Documents to be submitted	Bidders Response
1	Name of the bidder company	N/A	
2	Year of establishment	N/A	
3	Ownership of Company.	N/A	
4	Registration number and date of registration.	Copy of Registration Certificate.	
5	Registered Office Address.	N/A	
6	TAN Number	Copy of TAN.	
7	PAN No.	Copy of PAN number.	
8	GST Details		
	GST Number	Copy of GSTIN Registration certificate.	
	GSTN Address		
	Contact Name and Number		
9	Address of Local Office at Mumbai and Hyderabad with contact numbers		
a	Address (Mumbai)		
	Land Line No.		
	Fax. No.		
	Mail Id		
b	Address (Hyderabad)		
	Land Line No.		
	Fax. No.		
	Mail Id		
10	Contact Details of Bidders authorized Representative (on whose behalf Power of Attorney issued).		
	Name		
	Designation		
	Mobile No.		
	Mail Id		
11	Contact details of OEM authorized Representative		
	Name		
	Designation		
	Mobile No.		
	Mail Id		
Note: Bidder to fill complete details			

2. Financials

Amount in Lacs

S.No	Parameter	Annual Turnover	Net Profit	Cash Profit	Net worth
	FY				
1	2015-16				
2	2016-17				
3	2017-18				

3. Reference Customer details:

S.No.	Customer Name	Equipments Supplied		PO No./Contact No./Reference letter date	Contact details		
		Make	Model		Name	Phone no.	Mail ID
1							
2							
3							
4							
5							

Sr.	Eligibility Criteria	Complied(Yes /No)	Supporting Documents 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 3 years. (In case of mergers /acquisition /restructuring or name change, the date of establishment of the earlier /original company will be taken into account).		Documentary Proof to be attached (Certificate Incorporation).GSTIN and PAN copies of the bidder to be submitted.
2	Bidder must be in business of providing SAN solution hardware at least for last 3 years.		Copy of purchase order/work order showing implementation since last three years.
3	The bidder should be Original Equipment Manufacturer [OEM] or authorized partner foam. [In case of authorized partner of OEM the bidder should submit Manufacturer Authorization Form as per format given in Annexure.]		OEM/OED Manufacture Authorization form (MAF)-Annexure 12
4	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 from Bidder.

Sr.	Eligibility Criteria	Complied(Yes /No)	Supporting Documents Required
5	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
6	The bidder should have at least ONE certified engineer on their roles, on OEM technology for the product proposed in response to the RFP in India		Biddertosubmit:1. Details of the engineers along with the copy of certification to be submittedand2. Certificate/undertaking on Letter head indicating that the engineers are currently on the roles of the company.
7	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements 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 systems / products are quoted) or if the OEM is bidding directly.		
1	Must have registered a turnover of Rs. 150Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2014-15, 2015-16 and 2016-17 (Not inclusive of the turnover of associate companies)		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 (after tax) making entity(from Indian operations only) continuously for the last three years, that is financial years –2014-15, 2015-16 and 2016-17.ORThe Bidder must be a cash profit making entity (Net profit + depreciation) (from Indian operations only) continuously for the last three years, that is financial years - 2014-15,2015-16 and 2016-17 AND must have a Net worth** of Rs. 75 Crores in each of the last two financial years.** Net worth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid-up preference		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. CA certificate should clearly mention the Turnover, Net Profit, Cash Profit and Net worth for the

Sr.	Eligibility Criteria	Complied(Yes /No)	Supporting Documents Required
	Shares + Free Reserve) –(Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)		mentioned years.
B2	Below clause Applicable for the Bidder if submitting bid as a partner of the OEM (Also the OEM whose systems / products are quoted by the partner to meet the criteria mentioned in B1)		
1	The Bidder must have registered a turnover of Rs. 250 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2014-15,2015-16 and 2016-17 (Not inclusive of the turnover of associate companies)		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	The bidder must be net profit (after tax)making entity (from Indian operations only)continuously in any three years out of last four years, that is financial years – 2013-14,2014-15, 2015-16 and 2016-17.ORThe bidder must be an operating profit making entity (Net profit + interest +depreciation + taxes)(from Indian operations only) with a net worth of Rs. 50 Crores in any of the three years out of the last four years, that is financial years– 2013-14, 2014-15,2015-16 and 2016-17.		Audited Financial statements for the financial years 2013-14, 2014-15, 2015-16 and 2016-17Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. CA certificate should clearly mention the Turnover, Net Profit, Operating Profit and Net worth for the mentioned years.
3	Must have premium level of partnership with OEM for the past three years (from RFP date)		for the financial years 2013-14, 2014-15, 2015-16 and 2016-17Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. CA certificate should clearly mention the Turnover,

Sr.	Eligibility Criteria	Complied(Yes /No)	Supporting Documents Required
			Net Profit, Operating Profit and Net worth for the mentioned years.
4	If Bidder is partner of OEM, a letter from OEM regarding the unconditional acceptance of terms and condition related to support frothier products during warranty and subsequent AMC period if Bidder fails to-do so.		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. CA certificate should clearly mention the Turnover, Net Profit, Operating Profit and Net worth for the mentioned years.
5	Bidder should have received ISO 9001:2008.OEM should have received ISO 9001:2008 &14001:2004 certifications for manufacturing facility from where the equipments will originate.		17 Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. CA certificate should clearly mention the Turnover, Net Profit, Operating Profit and Net worth for the mentioned years.
6	Must provide a letter of Authorization of OEM whose products is quoted for submitting the offer on behalf of the OEM.		Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. CA certificate should clearly mention the Turnover, Net Profit, Operating Profit and Net worth for the mentioned years.
C	Experience and Support Infrastructure		
1	The Proposed Routers should be supplied & supported in at least one commercial Bank/Financial Institutions / Govt Organization in India with supporting minimum 5000 tunnels.		PO / Work order / Reference letter from Customer on its letterhead to be submitted.

Sr.	Eligibility Criteria	Complied(Yes /No)	Supporting Documents Required
2	The Bidder or the OEM should have supplied and maintained SAN switches of the same series in at least three customers in BFSI sector in India during the last 3 years.		PO / Work order / Reference letter from Customer on its letterhead to be submitted.
3	While a call centre is acceptable for logging support requirements, support must be provided on site by a qualified engineer.		Confirmation letter from OEM and Bidder to be provided.
4	Bidder should have direct support offices in Mumbai and Hyderabad.		Confirmation letter from OEM and Bidder to be provided.
D	Others		
1	The bidder should have authorization from OEM to quote for their products. If bidder (partner of OEM) is not able to fulfil its obligation to support the product during the contract period, OEM will have to ensure support as per contract.		Letter of Undertaking from Bidder/OEM
2	If OEM is bidding directly they cannot submit another bid with any other bidder.		Letter of Undertaking from Bidder/OEM
3	OEM / Bidder should stock adequate spares of all items supplied.		Letter of Undertaking from Bidder/OEM
4	Any technical problem should be resolved within maximum of 4 hours of call reported which includes time for procuring spare parts also.		Letter of Undertaking from Bidder/OEM
5	Bidder must ensure that all the equipments(inclusive of all the components/modules) to be supplied should have comprehensive maintenance and support for a period of minimum 7 years from the date of submission of bids, irrespective of End of Life, End of Engineering Support, End of Sale, End of Support Life etc.		Letter of Undertaking from Bidder and OEM.

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct.

Date:

Signature of Authorised Signatory

Name

Designation:

Name of the Organisation:

Seal

Place

Note:

1. Bidder response should be complete with all relevant documents attached.
2. Documentary proof, sealed and signed by authorized signatory, must be submitted
3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. Bank will not make any separate request for submission of such information.
4. Bank will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case Bank feels to visit the site, the bidder to take necessary approvals for the same. Bank will not make any separate request to the bidders customers.
5. Proposal of the bidders are liable to be rejected in case of incomplete information or non-submission of documentary proof.

Annexure 3 Non Black Listing

Place: _____

Date: _____

To
Bank of Baroda,
C-34, G-Block, Baroda Sun Tower
3rd Floor, IT Dept.,
Bandra Kurla Complex, Mumbai 400051

Dear Sir,

Non- Blacklisting

We _____ (bidder name), hereby undertake that:

1. We are not blacklisted by Public Financial Institutions, Public Sector Bank, RBI or IBA or any other Government agencies during last three years.
2. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure 4 –Non Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value based on place of execution)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Procurement of SAN switches**” as per scope defined in the Request for Proposal (RFP) No. BCC: IT: RRB-DC: PROJ: 111:3 dated 02 March 19 for Bank of Baroda sponsored RRBs Data Center, having its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter referred to as the BANK) and, WHEREAS, the COMPANY understands that the information regarding the Bank’s infrastructure shared by the Bank during execution of project is confidential and/or proprietary to the Bank, and,

WHEREAS, the Company understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the Company may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the Bank;

NOW THEREFORE, in consideration of the foregoing, the Company agrees to all of the following conditions, in order to induce the Bank to grant the Company specific access to the Bank’s property/information, etc.;

The Company will not publish or disclose to others, nor, use in any services that the Company performs for others, any confidential or proprietary information belonging to the Bank, unless the Company has first obtained the Bank’s written authorisation to do so;

The Company agrees that information and other data shared by the Bank or, prepared or produced by the Company for the purpose of submitting the offer to the Bank in response to the said RFP, will not be disclosed to during or subsequent to submission of the offer to the Bank, to anyone outside the Bank;

The Company shall not, without the Bank’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the Bank in connection therewith, to any person(s) other than those employed/engaged by the Company for the purpose of submitting the offer to the Bank and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Date

Place

Signature of Authorised Signatory ...

Name of the Authorised Signatory ...

Designation ...

Seal

Annexure 5 – Technical Specifications/Requirements-Bidders Compliance

S.No.	Technical Specifications /Requirements of SAN Switches	Complied	
		(Y/N)	If No Remarks
1	The fiber channel switch must be rack mountable. Thereafter, all reference to the 'switch' shall pertain to the 'fiber channel switch'		
2	The switch must be configured with 48-ports scalable up to 96-ports through addition of 12-port incremental port activation license in a 3RU form factor.		
3	All 48 x FC ports for device connectivity should be 4/8/16Gbps auto-sensing Fiber Channel ports.		
4	The switch must have hot-swappable redundant power supply & fan module without resetting the switch, or affecting the operations of the switch.		
5	The switch must be able to support non-disruptive software upgrade.		
6	The switch must be able to support Stateful process restart.		
7	The switch must be capable of supporting hardware-based routing between Virtual Fabric instances.		
8	The switch shall support hot-swappable Small Form Factor Pluggable (SFP) LC typed transceivers.		
9	The switch must support hardware ACL-based Port Security, Virtual SANs (VSANs), Port Zoning and LUN Zoning		
10	Inter-switch links must support the transport of multiple Virtual Fabrics between switches, whilst preserving the security between Virtual Fabrics.		
11	The switch shall support FC-SP for host-to-switch and switch-to-switch authentication.		

S.No.	Technical Specifications /Requirements of SAN Switches	Complied	
		(Y/N)	If No Remarks
12	The switch shall support the following Management Access Control		
	SSHv2		
	SNMPv3		
	IP ACLs		
13	The switch must support the following fabric services:		
	Name server		
	Registered State Change Notification (RSCN)		
	Login services		
	Public loop		
	Broadcast		
	In-order delivery		
	Name server zoning		
14	The switch must comply with the following FC standards: -		
	FC-PH, Revision 4.3		
	FC-PH-2, Revision 7.4		
	FC-PH-3, Revision 9.4		
	FC-GS-2, Revision 5.3		
	FC-GS-3, Revision 7.01		
	FC-FLA, Revision 2.7		
	FC-FG, Revision 3.5		
	FC-SW-2, Revision 5.3		
	FC-AL, Revision 4.5		
	FC-AL-2, Revision 7.0		
	FC-PLDA, Revision 2.1		
	FC-VI, Revision 1.61		
	FCP, Revision 12		
	FCP-2, Revision 7		
	FC-SB-2, Revision 2.1		
	FC-BB, Revision 4.7		
	FC-FS, Revision 1.9		
	FC-PI, Revision 13		
	FC-MI, Revision 1.99		
	FC-Tape, Revision 1.17		
	IP over Fibre Channel (RFC 2625)		
	Extensive IETF-standards-based TCP/IP, SNMPv3, and Remote Monitoring (RMON) MIBs		
	Class of service: Class 2, Class 3, Class F		
	Fibre Channel standard port types: E, F, FL		
	Fibre Channel enhanced port types: SD, TE		

S.No.	Technical Specifications /Requirements of SAN Switches	Complied	
		(Y/N)	If No Remarks
15	The switch must support port mirroring for both Fiber Channel and Gigabit Ethernet (802.3z), such that traffic going to a specific port can be mirrored and forwarded to another port for analyzing.		
16	The switch must be able to immediately recover in the event of a failed forwarding path going via an alternative path.		
17	The switch must also support load balancing across multiple paths through the fabric via Fabric Shortest Path First (FSPF).		
18	Using FSPF, the switch must be able to load balance up to 16 equal cost paths across the SAN network.		
19	The switch must be able to support port aggregation of up to 16 physical Fiber Channel ports into a single aggregated link. The aggregated ports must NOT be consecutive ports on a line card.		
20	The switch must support the aggregation of any ports from any module.		
21	Forwarding traffic must not be impacted when an individual ISL within an aggregated link goes down.		
22	FSPF must not re-converge when an individual ISL within an aggregated link goes down.		
23	The switch must be able to load balance traffic through an aggregated link with Source ID and Destination ID. The support for load balancing utilizing the Exchange ID must also be supported.		
24	The switch must be equipped with congestion control mechanisms such that it is able to throttle back traffic away from a congested link.		
25	The switch must be capable of discovering neighboring switches and identify the neighboring Fiber Channel or Ethernet switches.		

S.No.	Technical Specifications /Requirements of SAN Switches	Complied	
		(Y/N)	If No Remarks
26	The switch must support TACACS+ or RADIUS authentication when managing from GUI, console or telnet to prevent unauthorized access		
27	The switch must support Secure Shell (SSH) encryption to provide additional security for Telnet sessions to the switch.		
28	The switch must support multilevel security on console access prevents unauthorized users from altering the switch configuration.		
29	The switch must support role-based administration by allowing different administrators different access rights to the switch. Role-based access control will use RADIUS or TACACS+ AAA functions.		
30	The switch must support SNMPv3 for secured management.		
31	Switch must support Fiber Channel traceroute and Fiber Channel Ping for ease of troubleshooting and fault isolation.		
32	In addition, the switch must also support the following diagnostics.		
	Ø Power-on-self-test (POST) diagnostics		
	Ø Online diagnostics		
	Ø Internal loopbacks		
	Ø Fabric Analyzer		
	Ø SPAN		
	Ø FC Debug		
	Ø Syslog		
	Ø Port level statistics		
33	Switch must support out-band management protocols like SNMP, SNMPv3, SMI-S, Telnet, FTP and TFTP.		
34	The switch must support the use of an external port analyzer, which is able to convert Fiber Channel frames to Ethernet frames so as to use a conventional Ethernet based packet analyzer to capture the traffic and analyze it as Fiber Channel.		

S.No.	Technical Specifications /Requirements of SAN Switches	Complied	
		(Y/N)	If No Remarks
35	For switch management, the management software must support both Fabric wide and Device level management without the additional purchase of software.		
36	The switch must support SNMPv3—via Ethernet port and in-band IP-over-FC access		
37	The Fabric Manager software must be able to perform		
	Ø GUI based management, configuration and diagnostics.		
	Ø Discovery and Topology Mapping		
	Ø Fabric View		
	Ø Summary View		
	Ø Physical View		
	Ø Configuration		
	Ø Monitoring and Alerts		
	Ø Network Diagnostics		
	Ø Configuration Wizards		
38	The switch should support IPv6.		
39	The switch should be compatible with the existing product - Cisco MDS 9222i Multiservice Modular Switch for interoperability and integration.		
40	Warranty / AMC Period: 3 Years Warranty and 4 Years AMC		
41	End of Life or Support: Not before 7 Years from the date of installation		

S.N.	Details of Equipments	Bidders Response
1	SAN Switch Details	
(i)	Make	
(ii)	Model No.	
(iii)	Year and Month of release by the OEM	
(iv)	Whether declared as end of sale	
2	Data Sheets of all the components quoted attached (Yes / No).	

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct.

Date
Place

Signature of Authorized Signatory
Name of the Authorized Signatory
Designation
Name of the Organization

Annexure 6 - Bid Security Letter

1. WHEREAS, (hereinafter referred to as "Vendor") has submitted its proposal and response Dated..... (herein after 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 on behalf of its RRBs.
2. We having our registered office at(hereinafter called the 'VENDOR') are offering security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No._____ dated _____ [drawn on/ issued by] _____ (hereinafter referred to as "Bid Security") favouring 'Bank of Baroda for consideration of the Bid of the above mentioned Vendor.
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 this Bid Security and perform its obligations hereunder, and the Vendor has taken all corporate, legal and other actions necessary or advisable to authorise 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

Annexure 7 - Bid Security Form for EMD

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

To

The General Manager
(IT – Head Operations)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS _____ (hereinafter called “the Vendor”) has submitted its bid dated _____ (date of submission of bid) for Supply, Installation, Integration and Maintenance of SAN switches at Bank of Baroda sponsored RRBs Data Center in response to Request for Proposal (RFP) No. _____ (hereinafter called “the Bid”) issued by Bank of Baroda on behalf of its RRBs.

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

THE CONDITIONS of this obligation are:

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

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand

the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. _____/- (Rupees _____ Only).

Place :

SEAL

Code No.

SIGNATURE.

NOTE:

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI TO BE BORNE BY THE BIDDER.

Annexure 8 – Undertaking from Vendor

To

The General Manager (IT)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Selection of Service Provider for Supply, Installation, Integration and Maintenance of SAN switches at Bank of Baroda sponsored RRBs Data Center

1. Having examined the Tender Documents including all Annexures, 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 not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

Annexure 9 – Conformity with Hardcopy Letter

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

To

The General Manager
(IT – Head Operations)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Selection of Service Provider for Supply, Installation, Integration and Maintenance of SAN switches at Bank of Baroda sponsored RRBs Data Center

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**”) on behalf of its RRBs we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

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

Annexure 10 – Conformity Letter from bidder on compliance of all RFP Terms and conditions

To

The General Manager
(IT – Head Operations)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Selection of Service Provider for Supply, Installation, Integration and Maintenance of SAN switches at Bank of Baroda sponsored RRBs Data Center.

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") on behalf of its RRBs 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 11 Undertaking of authenticity for items / Services to be supplied under this RFP

(To be signed by authorities not lower than the Company Secretary of the bidder company)

To

The General Manager
(IT – Head Operations)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Dear Sir,

Undertaking of Authenticity for Tender No.: BCC:IT:RRB-DC:PROJ:110.xxx dated xx.xx.xxxx

With reference to the SAN switches quoted to you vide our quotation No.:-----

_____ dated _____ in response to your tender no. .: **BCC: IT: RRB-DC: PROJ: 111.3 dated 02.03.2019**, we hereby undertake that all the components / parts / assembly / software used in the devices/other hardware items shall be original/ new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

We (**Vendor name**) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service centre / reseller / SI etc.

Authorised Signatory

Name

Designation

Place

Date

Annexure 12 - OEM/OSD Manufacture Authorization form (MAF)

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

To

The General Manager
(IT – Head Operations)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Selection of Service Provider for Supply, Installation, Integration and Maintenance of SAN switches at Bank of Baroda sponsored RRBs Data Center.

Sir,

We (Name of the OSD / 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 providing services support for the product/s 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.

We undertake to perform the obligations as set out in the RFP in respect of such mission critical services and hereby extend our mission critical support and services through M/s..... during the 7 years contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s not being able to fulfil its obligation in respect of the terms defined in the RFP then

..... (OEM / OSD Name) would continue to meet These either directly or through alternate arrangements without any additional cost to the Bank.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Annexure 13 – Statement of Deviations

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

Bank may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by Bank will not entitle the bidder to submit a revised commercial bid. **Clarifications given in Pre-bid will not be further entertained.**

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

Annexure 14 – Pre Contract Integrity Pact

(Bidders to submit on non-judicial stamp paper of requisite value)

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, Bandra Kurla 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 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 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 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 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. Earnest Money

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of Bank of Baroda
 - (ii) A confirmed guarantee by Commercial Bank located in India 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 Earnest Money shall be valid Upto a period of 8 months or the submission of performance guarantee.
- 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 Earnest Money/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:-
- 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 Earnest Money Deposit (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 utilized 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 6.1(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.
- 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 products /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.

7. Independent Monitors

- 7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 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 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 5 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.

11.1 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

Name of the Officer:

Designation:

Department:

Witness

1. _____

2. _____

BIDDER

Chief Executive Officer

Witness

1. _____

2. _____

Annexure 15a – Masked Commercial Bid

1. Table-1: Cost of New Hardware inclusive of all taxes, levies, duties etc. except GST with 3 years back to back Warranty and Support from OEM. This cost includes supply, installation, migration and integration of the devices in RRB DC/DR/NDR.

Sr. No.	Device Cost inclusive of 3 years warranty	Make and Model to be mentioned by Bidder	Quantity	Unit Price	Cost excluding GST
1	48 Port SAN switch		2		
	Total Device Cost (A)				

GST % _____ HSN / SAC Code _____

2. Table -2: License Cost, inclusive of all taxes, levies, duties etc except GST. Bidder may increase the number of rows in case number of licenses is more. All the licenses should be mentioned as per the Technical Specification of the SAN Switches.

SR. NO	Device	License Feature / Blade Name & Description	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Cost Excluding GST
1	48 Port SAN switch	Feature / Blade 1	2								
Total License Cost (B)											

GST % _____ HSN / SAC Code _____

3. Table-3: One Time Cost inclusive of all taxes, levies, duties etc. except GST towards Training.

Sr. No	Training Cost	Working Days- 8hr per day	Unit Price	Cost Excluding GST
1	48 Port SAN switch	2 days		
	Total Training Cost (C)			

GST % _____ HSN / SAC Code _____

4. Table-4: One Time Manpower Charges inclusive of all taxes, levies, duties etc. except GST for one L2 resource for a period of Ten days.

Sr. No.	Facility Management Charges (Mention Name of the Resource)	One L2 Resource for 10 Days	Cost excluding GST
1	Total FMS Cost (D)	10 Days	

GST % _____ HSN / SAC Code _____

5. Table-5: Cost of one Year AMC (from 4th Year onward till 7th year) with back to back OEM support and bidder Support charges inclusive of all taxes, levies, duties etc. except GST. OEM support is mandatory and should be confirmed from them. **AMC charges to be minimum 4% of the product cost.**

S.No	Comprehensive AMC Cost	Quantity	Year 4		Year 5		Year 6		Year 7		Cost Excluding GST
			%	Amount	%	Amount	%	Amount	%	Amount	
1	48 Port SAN switch	2									
	Total AMC Cost (E)										

GST % _____ HSN / SAC Code _____

6. Table-6: Total Cost of Ownership inclusive of all taxes, levies, duties etc. except GST for a period of Seven Years (TCO)

Sr. No	Item Description	Table No.	Total Cost
1	Total Cost of new Hardware as per Table -1	1	X
2	Total Cost of License as per Table -2	2	
3	Total Cost of Training as per Table-3	3	
4	Total Cost of FMS as per Table -4	4	
5	Total AMC Cost as per Table -5	5	
6	Total Cost of Ownership (TCO) for seven years inclusive of all taxes, duties, levies etc except GST = [1+2+3+4+5]	6	
Total Cost Of Ownership in Words in Rupees _____			

Note:

- 1 All the commercial value should be quoted in Indian Rupees.
- 2 Onsite Installation/configuration/Integration etc. of all devices and its all components with existing Bank's setup at Navi Mumbai and Hyderabad will be in the scope of Vendor. Installation should be done by OEM Certified Engineers only.
- 3 For each of the above line items requested by the Bank, the vendor is required to provide the cost for every line item where the vendor has considered the cost in bill of material (BOM). Bank will decide about its procurement before placing the PO.
- 4 If the cost for any line item is indicated as blank or zero then it will be assumed by the Bank that the said line item is provided to the Bank without any cost.
- 5 Prices quoted by the Vendor should be inclusive of all taxes, charges, duties, levies etc.
- 6 Vendor has to mandatorily declare the applicable Goods & Service Tax Percentage (GST %), & HSN / SAC Code in the commercial bid format. GST will be paid at actual on production of relevant documents.
- 7 Vendor is required to provide details breakup for any commercial quoted against "Any Other Charges" in table 7 above.
- 8 Bank will deduct applicable TDS, if any, as per the law.
- 9 The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same and provide details. In the absence of this, the vendor would need to provide the same without any charge.
- 10 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 bid evaluation Bank will take the corrected figures / cost.

In addition to above points, Bidder undertakes and confirms that:

- We have carefully noted all the above mentioned points for compliance while submitting the bid.
- We will abide by all the terms and conditions mentioned in the Tender document.
- We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.

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

Annexure 15b – Commercial Bid

1. Table-1: Cost of New Hardware inclusive of all taxes, levies, duties etc. except GST with 3 years back to back Warranty and Support from OEM. This cost includes supply, installation, migration and integration of the devices in RRB DC/DR/NDR.

Sr. No.	Device Cost inclusive of 3 years warranty	Make and Model to be mentioned by Bidder	Quantity	Unit Price	Cost excluding GST
1	48 Port SAN switch		2		
	Total Device Cost (A)				

GST % _____ HSN / SAC Code _____

2. Table -2: License Cost, inclusive of all taxes, levies, duties etc except GST. Bidder may increase the number of rows in case number of licenses is more. All the licenses should be mentioned as per the Technical Specification of the SAN SWITCHES.

SR. NO	Device	License Feature / Blade Name & Description	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Cost Excluding GST
1	48 Port SAN switch	Feature / Blade 1	2								
	Total License Cost (B)										

GST % _____ HSN / SAC Code _____

3. Table-3: One Time Cost inclusive of all taxes, levies, duties etc. except GST towards Training.

Sr. No	Training Cost	Working Days- 8hr per day	Unit Price	Cost Excluding GST
1	48 Port SAN switch	2		
	Total Training Cost (C)			

GST % _____ HSN / SAC Code _____

4. Table-4: One Time Manpower Charges inclusive of all taxes, levies, duties etc. except GST for one L2 resource for a period of ten days.

Sr. No.	Facility Management Charges (Mention Name of the Resource)	One L2 Resource for 10 days	Cost excluding GST
1	Total FMS Cost (D)	10 Days	

GST % _____ HSN / SAC Code _____

5. Table-5: Cost of one Year AMC (from 4th Year onward till 7th year) with back to back OEM support and bidder Support charges inclusive of all taxes, levies, duties etc. except GST. OEM support is mandatory and should be confirmed from them. **AMC charges to be minimum 4% of the product cost.**

S. No	Comprehensive AMC Cost	Quantity	Year 4		Year 5		Year 6		Year 7		Cost Excluding GST
			%	Amount	%	Amount	%	Amount	%	Amount	
1	48 Port SAN switch	2									
	Total AMC Cost (E)										

GST % _____ HSN / SAC Code _____

6. Table-6: Total Cost of Ownership inclusive of all taxes, levies, duties etc. except GST for a period of Seven Years (TCO)

Sr. No	Item Description	Table No.	Total Cost
1	Total Cost of new Hardware as per Table -1	1	
2	Total Cost of License as per Table -2	2	
3	Total Cost of Training as per Table-3	3	
4	Total Cost of FMS as per Table -4	4	
5	Total AMC Cost as per Table -5	5	
6	Total Cost of Ownership (TCO) for seven years inclusive of all taxes, duties, levies etc except GST = [1+2+3+4+5]	6	

Total Cost of Ownership in Words in Rupees _____

Note:

- 1 All the commercial value should be quoted in Indian Rupees.
- 2 Onsite Installation/configuration/Integration etc. of all devices and its all components with existing Bank's setup at Navi Mumbai and Hyderabad will be in the scope of Vendor. Installation should be done by OEM Certified Engineers only.
- 3 For each of the above line items requested by the Bank, the vendor is required to provide the cost for every line item where the vendor has considered the cost in bill of material (BOM). Bank will decide about its procurement before placing the PO.
- 4 If the cost for any line item is indicated as blank or zero then it will be assumed by the Bank that the said line item is provided to the Bank without any cost.
- 5 Prices quoted by the Vendor should be inclusive of all taxes, charges, duties, levies etc.
- 6 Vendor has to mandatorily declare the applicable Goods & Service Tax Percentage (GST %), & HSN / SAC Code in the commercial bid format. GST will be paid at actual on production of relevant documents.
- 7 Bank will deduct applicable TDS, if any, as per the law.
- 8 The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same and provide details. In the absence of this, the vendor would need to provide the same without any charge.
- 9 Hardware quantity is subject to vary as per actual requirement of the Bank.
- 10 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 bid evaluation Bank will take the corrected figures / cost.

In addition to above points, Bidder undertakes and confirms that:

- We have carefully noted all the above mentioned points for compliance while submitting the bid.
- We will abide by all the terms and conditions mentioned in the Tender document.
- We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.

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

Annexure 16 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE FOR SUCCESSFUL BIDDER TO CLAIM RETENTION MONEY)

To

The General Manager
(IT – Head Operations)
Bank of Baroda
Baroda Corporate Centre
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

WHEREAS M/S(Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Vendor has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Vendor, WE,, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having it's Office at and a branch inter alia at India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's address)
..... through our local office at
..... India furnish you the BANK GUARANTEE in manner
hereinafter contained and agree with you as follows:

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs./-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs......./-(Rupees only) as may be claimed by you on account of breach on the part of the Vendor of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the vendor has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Vendor after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to

matters aforesaid or by reason of any time being given to the vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./-(

Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said..... (date) unless expressly agreed to by us in writing.

5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the vendor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the vendor.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the vendor from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will 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 so made by us shall be a valid discharge of our liability for payment here under and the vendor shall have no claim against us for making such payment.

13. Notwithstanding anything contained herein above;

- a) our liability under this Guarantee shall not exceed Rs./-
(Rupeesonly)
- b) this Bank Guarantee shall be valid and remain in force Upto and including the date and
- c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

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

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

For and on behalf of

Branch Manager

Seal and Address

END OF THE RFP DOCUMENT