

Request for Proposal (RFP)

(On behalf of Bank's Sponsored Regional Rural Banks RRBs)

Rate Contract for Supply and Installation of

Network Hardware

at

RRB Branches / Offices for the Year 2016-17



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

Date: 08-07-2016

RFP Reference No. BCC:IT:RRB-DC:PROJ:108:157



[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	8 th July 2016
2	Last Date of Receiving Clarifications Before the Pre-bid Meeting	5:00 PM on 16 th July 2016
3	Pre-bid Meeting	4:00 PM on 19 th July 2016
4	Last Date of Submission of RFP Response (Closing Date)	3:00 PM on 1 st August 2016
5	Technical Bid Opening Date	3:30 PM on 1 st August 2016

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RRB means Regional Rural Bank sponsored by BOB
3. Recipient, Respondent, Bidder means the respondent to the RFP document
4. RFP means the Request For Proposal document
5. OEMs means "Original Equipment Manufacturers"
6. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
7. 'NW HW' means Network Hardware viz. Routers, Switches and Racks

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders 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

- 1.1.1 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.
- 1.1.2 Bank of Baroda has sponsored three (3) RRBs in states viz. (1) Uttar Pradesh – Baroda Uttar Pradesh Gramin Bank (Head Office – Rae Bareilly) (2) Rajasthan - Baroda Rajasthan Kshetriya Gramin Bank (Head Office – Ajmer) and (3) Gujarat – Baroda Gujarat Gramin Bank (Head Office – Bharuch) with aggregate number of more than 1900 branches as on 31.03.2016.
- 1.1.3 This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a bidder for entering into a Rate Contract for supply and installation of Network Hardware at Bank’s sponsored RRBs branches / offices for the FY 2016-17.
- 1.1.4 The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder 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 organizations, 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 **Section 2.12**.

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.



2. RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Money

Application Money of Rs. 25,000/- (Twenty Five Thousand Only) by way of Bankers Cheque / Demand Draft / Pay Order favoring 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 bidder where application money has not been furnished with RFP response.

2.1.2 RFP Closing Date

RFP Response should be received by the officials as per the timelines mentioned in **2.12 Timeframe** clause at Bank of Baroda as per the details given in this Section.

2.2 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.

2.3 Late RFP Policy

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



2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least six months from the RFP closing date.

2.5 Contract period

The Rate Contract with the selected bidder will be valid for a period till 30th September 2017. The contract will be deemed completed only when all the items contracted by the Bank are delivered in good condition, installed, implemented, tested and accepted along with the associated documentation provided to the Bank.

2.6 Requests for Information

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

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the above addresses. **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 Appendix 4 only.

The Respondent must communicate the same in writing in 2 days prior to the pre-bid meeting scheduled date. 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 after 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.

2.7 Notification

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted



or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

2.8 Disqualification

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

2.9 Related Parties

In the following circumstances bank reserves the right to reject the entire bid or accept the bid with some conditions stipulated by bank.

- 1 Bid submitted by holding company and its subsidiary
- 2 Bids submitted by one or more companies having common director/s
- 3 Bids submitted by one or more partnership firms / LLPs having common partners
- 4 Bids submitted by one or more companies in the same group of promoters / management
- 5 Any other bid in the sole discretion of the bank is in the nature of multiple bids

2.10 Language of Tender

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

2.11 Formats of Bids

The bidders 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 bidders have rendered their services for execution of similar projects.

2.12 Timeframe

The following is the timeframe for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.



#	Particulars	Timeline
1	RFP Issuance Date	8 th July 2016
2	Last Date of Receiving Clarifications Before the Pre-bid Meeting	5:00 PM on 16 th July 2016
3	Pre-bid Meeting	4:00 PM on 19 th July 2016
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5	Technical Bid Opening Date	3:30 PM on 1 st August 2016

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.

2.13 RFP Response Submission Details

Technical and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

- a) **“TECHNICAL BID FOR BANK OF BARODA – RATE CONTRACT FOR SUPPLY AND INSTALLATION OF NW HW AT BANK’S SPONSORED RRBs BRANCHES / OFFICES FOR THE FY 2016-17 - SUBMITTED BY ON AT MUMBAI, DUE DATE”** on the top of the sub-envelope containing the Technical Bid. First sub envelope should also have the Application Money Demand Draft / Banker’s Cheque as per 2.1.1 and the Earnest Money Deposit as per 2.16. This sub-envelope should have the hard copy and CD for Technical Bid. A masked copy of the entire price bid and Bill of Materials after masking the prices should accompany the Technical Bid.

- b) **“COMMERCIAL BID FOR BANK OF BARODA– RATE CONTRACT FOR SUPPLY AND INSTALLATION OF NW HW AT BANK’S SPONSORED RRBs BRANCHES / OFFICES FOR THE FY 2016-17 - SUBMITTED BY ON AT MUMBAI, DUE DATE”** on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy and CD for Commercial Bid.

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing **“BID FOR BANK OF BARODA – RATE CONTRACT FOR SUPPLY AND INSTALLATION OF NW HW AT BANK’S SPONSORED RRBs BRANCHES / OFFICES FOR THE FY 2016-17 - TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE”**



The response should be organized and submitted in the following manner:

Technical Bid

- ▶ Table of Contents (list of document enclosed) – Appendix 5
- ▶ Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 4) – Appendix 3
- ▶ Duly filled up Annexure 4 – Eligibility Criteria Compliance.
- ▶ Supporting credential letters or copies of documentation from clients or purchase order copies certifying compliance.
- ▶ Application Money and Bid Security. The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money / Bid Security are liable to be rejected
- ▶ One copy of the Technical Bid with pages properly numbered, each page signed and stamped. The Technical Bid should be bound in such a way that the sections of the Bid cannot be removed and separated easily.
- ▶ One copy of the masked price bid (masked price bid is a copy of the price bid **without any prices**. Please note that the masked price bid should be **exact reflection of the commercial bid** which would be submitted by the Bidder as part of the commercial offer except that the masked price bid **should not contain any financial information**. Refer Appendix 2 – Masked Commercial Bid Details for format)
- ▶ One Compact Disk (CD) containing the soft copy of Technical Bid should be provided and
- ▶ Annexure 2 – Conformity with Hardcopy letter (The Respondent should certify that the contents of the CDs are the same as that provided by way of hard copy)

Commercial Bid

- ▶ One hard copy of the Commercial Bid (Refer Appendix 1 – Commercial Bid Details for format).
- ▶ One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided (Refer Appendix 1 – Commercial Bid Details, for format) and Annexure 2 – Conformity with Hardcopy letter.

Please note:

- a) If any envelope is found to contain technical and commercial bid in a single envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.
- b) Bidder will submit separate Demand Draft / Banker's Cheque drawn in favour of Bank of Baroda payable at BKC Mumbai towards Application Money for Rs. 25,000/- and Demand Draft / Banker's Cheque / Bank Guarantee towards Earnest Money Deposit for Rs. 1,00,000/- respectively.



The RFP response without accompanying the Demand Draft / Banker's Cheque / Bank Guarantee towards Application Money and Earnest Money Deposit are liable to be rejected.

- c) Only one model, which meets the specification, needs to be quoted in the RFP. If it is found that the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the whole tender submitted by the bidder is liable to be rejected.

The Respondent should certify that the contents of the CDs are the same as that provided by way of hard copy as per letter format given in Annexure 2 – Conformity with Hardcopy letter.

All the pages of the proposal including annexure, appendices and documentary proofs should be numbered and be signed by the authorized signatory.

Copy of the tender document duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions set out therein should also be enclosed in the envelope.

The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set).

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

The email address and phone/fax numbers of the bidder shall also be indicated on sealed envelopes. All envelopes must be super scribed with the following information as well:

- ▶ **Name of the bidder with contact number and email ID.**

The above mentioned envelopes as indicated must be addressed to the following:

The General Manager
Information Technology, Bank of Baroda

The sealed bid envelopes should be delivered to Mr. Nityanand Bhadgaonkar, Chief Manager IT / Mr. Abhishek Tewari, Senior Manager IT at 2nd Floor, UTI Tower, RRB CBS Operations Centre, Bandra Kurla Complex, Mumbai 400 051.

Only one submission of response to RFP by each Respondent will be permitted. In case of partnership / consortium, only one submission is permitted through the lead bidder or system integrator.

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 (Appendix 3 – Covering Letter). Unsigned responses would be treated as incomplete and are liable to be rejected.

All envelopes should be securely sealed and stamped. The authorised signatories of the Respondent should initial on all pages of Technical and Commercial Bids.

Appendix 5 – Table of Contents can be used as checklist. The bid response should be submitted in 2 envelopes as suggested in Appendix 5.

2.14 Contact Details for Delivering the Bids

2.14.1 Postal Address

RRB CBS Operations Centre, Bank of Baroda,
UTI Tower, 2nd Floor,
Bandra Kurla Complex, Mumbai, 400 051
Tel – 022-67892811

2.14.2 RFP Coordinator

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

All the queries and communication must be addressed to the following RFP coordinator/ contact personnel from the Bank:

1. Name: Mr. Nityanand Bhadgaonkar, Chief Manager IT
Address: Bank of Baroda,
UTI Tower,
2nd Floor, RRB CBS Operations Centre
Bandra Kurla Complex, Mumbai, 400 051
Tel No. 022 - 67892811
E-mail Id: cm.non-cbs.dc@barodarrb.co.in
2. Name: Mr. Abhishek Tewari, Senior Manager IT
Address: Bank of Baroda,
UTI Tower,
2nd Floor, RRB CBS Operations Centre
Bandra Kurla Complex, Mumbai, 400 051
Tel No. 022 - 67892966
E-mail Id: sm.non-cbs.ops.dc@barodarrb.co.in

2.15 Technical Proposal Format

The Bidder's proposal must effectively communicate their solution and be formatted in the specified formats in order for the Bank to assess the alternatives. Therefore, proposals must be submitted with the following sections.



The technical bid should be structured in the following sequence

1. Appendix 5 - Table of Contents
2. Covering letter as per Appendix 3 certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 4).
3. Duly filled up Annexure 4 – Eligibility Criteria Compliance.
4. Supporting credential letters or copies of documentation from clients or purchase order copies certifying compliance.
5. Application Money and Bid Security.
6. Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee) as per Appendix 6.
7. Executive Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to supply of NW HW for Banking Sector. A summary of the Bidder's services that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experience of providing such services. Information provided in the Executive Summary is to be presented in a clear and concise manner.
8. Technical Requirements Compliance: The proposed NW HW and services of the Bidder's proposal must consist of a response to the technical requirements in Annexure 1A – 1C. The Bidder's response must explain the technical specifications wherever required.
9. Copy of Price Bid without commercials as per Appendix 2 – Masked Commercial Bid Details;
10. Annexure 2 Conformity with Hardcopy Letter
11. Annexure 3 Conformity Letter

The technical proposal should contain all the above mentioned details

2.16 Earnest Money Deposit

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

1. The bidder shall furnish, as part of its technical bid, earnest money deposit of an amount of Rs. 1,00,000/- (One Lac Only). The earnest money deposit is required to protect the Bank against the risk of Bidder's conduct.
2. The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring "Bank of Baroda" payable at BKC, Mumbai 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, in the form provided in the RFP (Appendix 6 - Bid Security Form). Any commercial bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.
3. Unsuccessful Bidder's earnest money deposit or bank guarantee will be returned by the Bank.
 4. The successful Bidder's earnest money deposit will be adjusted against first performance guarantee furnished by the Bidder.
 5. In case bank guarantee was provided initially in lieu of the earnest money deposit, then the same will be discharged upon the Bidder signing the contract.
 6. The earnest money deposit may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank:
 - a. If the bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b. In case of the successful Bidder , if the bidder fails to:
 - i. Sign the Contract within 1 month of issue of purchase order / letter of intent.
 - ii. Furnish performance guarantee within 15 days from the date of placing the rate contract order by the Bank or signing of the contract whichever is earlier for any reason whatsoever.
 7. Earnest Money Deposit will be refunded for the unsuccessful bidders within two weeks from the date of issue of letter of intent to the successful bidder.

2.17 Commercial Bid

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. The suggested format for submission of Commercial offer is mentioned in Appendix 1. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders 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 Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

2.18 MSE

MSEs are exempted from paying the application money and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.



3. Project Details

3.1 Introduction and Project Overview

Bank of Baroda desires to enter into a Rate Contract with the selected bidder for supply and installation of Network Hardware at Bank sponsored RRB's branches / offices for the FY 2016-17.

3.2 Purpose

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for entering into a Rate Contract with the selected bidder for supply and installation of Network Hardware at Bank branches / offices for the FY 2016-17.

The Bank (on behalf of its three sponsored RRBs), for this purpose, invites proposal from Bidders. Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned under Annexure 4 and also in a position to comply with the technical specification of NW HW mentioned in Annexure 1A – 1C and provide the required services.

Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

3.3 Project Scope

Bank will award the contract to the successful bidder and the bidder should deliver the service with the following scope

1. Bidder should be capable of providing all the equipments that are specified under the Technical Specifications Annexure 1A – 1C
2. The NW HW must be capable of upgrading at a later stage as and when required by the Bank.
3. Bidder needs to install and integrate the network hardware in the branches/ offices of Bank sponsored RRBs in co-ordination with the existing system integrator for integrating with present system / setup for the branches to function smoothly.
4. Bank desires to procure NW HW for the RRB branches / offices across three states – Uttar Pradesh, Rajasthan and Gujarat, hence the selected bidder should work seamlessly throughout these states.



5. Bidder to provide Escalation matrix and SPOC details for the delivery, installation and service support for the entire project and ensure timely completion of all the activities as per the schedule.

Proof of Concept (POC) for all NW HW Implementation

1. If required Bank may call for POC from the bidders who have submitted the tender. In the POC the bidder needs to supply & install the NW HW of the same make & model quoted in the tender at RRB CBS Operations Centre, BKC, Mumbai for the NW HW testing within one week from the date of submission of tender.
2. The POC would be done to check whether the quoted model meets the technical specifications as mentioned in Annexure 1A – 1C. Further the following parameters will be also verified:
 - a) Stability of both Primary and Backup (CDMA / VSAT / Alternate Link) connectivity.
 - b) Backup failover and fallback testing (CDMA / VSAT / Alternate Link)
 - c) Link Reliability
 - d) Device Throughput
 - e) IPSEC / crypto testing
 - f) QoS for Voice and data
 - g) The router should be able to be monitored using the monitoring tool HP Open view, NNMi and NAS being used by the Bank
 - h) ACS - TACACS compatibility
 - i) DHCP compatibility with window XP and Win 7 (with the current IOS)
 - j) Link trouble shooting commands should work for parameters like Link reliability check, Link utilization, Source trace, Link error, Link loop
 - k) IPV6 readiness.
3. Any bidder who is not complying with the above POC will be technically disqualified.
4. While bank will be responsible for providing configuration details and testing the NW HW, the bidder has to bear expenses for supply and support of the NW HW for POC.

3.4 Service Levels and Uptime Guarantee

For details, please refer to Annexure 5 that details the service levels for NW HW and support services and Annexure 5A for Sample SLA calculation sheet. Based



on the service credit which would be calculated as detailed in Annexure 5 the due amount will be deducted / invoked from the payments due to the vendor.



4. Evaluation process

The competitive bids shall be submitted in two stages:

- ▶ Stage 1 – Technical Bid
- ▶ Stage 2 – Commercial Bid

4.1 Technical Bid

- 4.1.1 Eligibility criterion for the Service Provider to qualify this stage is clearly mentioned in Annexure 4 – Eligibility Criterion Compliance to this document. Service Providers who meet these criteria would only qualify for the technical evaluation. The Service Provider would also need to provide supporting documents for eligibility proof. All the credentials of the Service Provider necessarily need to be relevant to the INDIAN market. The Technical Proposal will be evaluated for technical suitability.
- 4.1.2 During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted.
- 4.1.3 The Bank's reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.
- 4.1.4 Bidders who meet these criteria would only qualify for the commercial bid opening.
- 4.1.5 Policy for Preference to domestically manufactured electronic products as per Department of Telecommunications, Ministry of Communication and Information Technology Notification No. 18-07/2010-IP dated 5th October 2012.
- 4.1.6 In this regard the bidding Service Providers need to submit the template attached as part of Appendix – 13 & 14.

4.2 Commercial Bid Evaluation

Commercial bids of only those Bidders who have qualified after Stage 1 of Technical Bid evaluation will be opened. The least cost Bidder shall qualify as the winner. The least cost Bidder shall be calculated based on the total cost of ownership. The Bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.



In the case of additional requirements desired by the Bank over and above the quantity for which the rate contract is placed with the bidder, then the maximum quantity which the Bank can order against any item would be an addition of 30% of the quantity mentioned against that particular line item.



5. Terms and Conditions

5.1 General

5.1.1 General Terms

- 5.1.1.1 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 5.1.1.2 The Bank expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 5.1.1.3 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the bidder responses would not be incorporated automatically in the tender document.
- 5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.

5.1.2 Rules for Responding to this RFP

- 5.1.2.1 Last date for submission of bids is mentioned in **2.12 Timeframe** clause.
- 5.1.2.2 All responses received after the due date / time would be considered late and would be liable to be rejected.
- 5.1.2.3 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the commercial bids
- 5.1.2.4 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the bidders and may be accepted by the Bank form part of final contract between the Bank and the selected bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 5.1.2.5 The technical and commercial bid, 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 commercial bids, and there is a possibility to award the same within a short duration, the bidder 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.
- 5.1.2.6 The bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.



- 5.1.2.7 The bidder is required to quote for all the components/services mentioned in the Section 3.3 “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 5.1.2.8 Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent can not submit a bid on behalf of another Principal/ OEM in this tender for the same item/ product.
- 5.1.2.9 Based on the Bank’s requirements as listed in this document, the bidder should identify the best-suited NW HW model that would meet the Bank’s requirements and quote for the same. In case the bidder 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 bidder is liable to be rejected. The bidder is expected to provide the best option and quote for the same.
- 5.1.2.10 In the event of any changes observed by the Bank in the payment schedules as suggested by the Bank, the price bid of the bidder 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 Bidder. The Bank will conform to its payment schedule as specified in the tender document.
- 5.1.2.11 Bidder must furnish requirements as per the formats provided in the RFP document.
- 5.1.2.12 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 5.1.2.13 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and preparing the response to this RFP. The Bank’s interpretation will be final.
- 5.1.2.14 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- 5.1.2.15 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the bidder 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 bidder cannot



take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

- 5.1.2.16 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document

5.1.3 Price Bids

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

- 5.1.3.2 The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.

- 5.1.3.3 The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Service Tax, VAT / CST & Octroi / LBT/entry tax (wherever applicable) will be paid extra. Octroi /LBT/entry tax will be paid on actual on production of original receipt. The prices quoted will also include transportation to respective sites, and insurance till acceptance of the equipments by the Bank. Any delay in installation of the NW HW for whatsoever reason should not entail in expiry of insurance and the same should be continued to be extended up-to the date of installation and acceptance of the NW HW and other infrastructure by the Bank. Though the equipment would be at Bank premises, or any location identified by Bank, Bidder shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank at this stage. Hence the Bidder will bear the risk of loss if any, till the ownership has passed to Bank. The Bidder will insure the equipment till acceptance testing, and final acceptance by Bank. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

- 5.1.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty 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/ excise, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like VAT, LBT, service tax and any taxes introduced instead of Service tax, VAT, LBT and levies associated to Service Tax, VAT, LBT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. Local entry tax and octroi will be paid on actuals based on receipt provided. 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. Local entry taxes / octroi whichever is applicable, if any, will be paid by the Bank on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be



produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies

- 5.1.3.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than VAT or CST, LBT & entry tax or octroi and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate
- 5.1.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected bidder will be final and binding on the bidder 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 bidder 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 bidder". Bidder should ensure that the project should not suffer for any reason.

5.1.4 Price Comparisons

- 5.1.4.1 The Bank will consider the Total Cost of Ownership (TCO) over a five-year
- 5.1.4.2 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except Service Tax, VAT / CST & Octroi / LBT/ entry tax (wherever applicable) will be paid extra. Octroi /LBT /entry tax will be paid on actual on production of original receipt. **Payments will be done by the Head Office of the respective RRB.** However the successful bidder should submit Invoice cum delivery challan along with the item wise supplied value mentioned in the submitted document at the end location during the time of delivery. In case the bidder does not submit the invoice cum delivery challan to the end location at the time of delivery then any penalty levied upon the Bank on delayed LBT payment shall be deducted from the Bidder. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.4.3 To determine L1 status, Bank will compute and compare the total cost of all items for all branches / offices involved, as quoted by the bidders who have qualified on the eligibility and technical specifications and hence short-listed by the Bank.
- 5.1.4.4 While the Bank will summarily reject the solution of a lower configuration than those mentioned in the Technical specifications, the Bank would



accept the NW HW of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the Bank. The Bidder is not entitled to a longer period for delivery on the pretext of seeking approval from the Bank for a higher configuration or enhancement;

5.1.4.5 Normalization of bids: The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed bidders to resubmit the technical bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5.1.4.6 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the Bidder should necessarily include the following:

5.1.4.6.1 Minimum of three year comprehensive Product warranty covering all parts, service visits to the concerned Branches / Offices etc. and three years on-site service warranty and there after the annual maintenance charge (AMC) for 2 years. The AMC should include all costs that the original manufacturer would charge the Bidder and also include repair and maintenance of all NW HW parts other than on account of replacement due to abnormal site conditions of Force Majeure;

5.1.4.6.2 Yearly preventive maintenance (if required) in consultation with the Bank's team of all the equipments needs to be conducted which should interalia include cleaning of inside and outside of all equipments during warranty / AMC period. Preventive Maintenance will include replacement of worn-out parts etc. Bidder will have to maintain NW HW after the warranty period, for a minimum period of 2 years. In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected. The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty / AMC period at their support office across the country. The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty / AMC period at their support office across the country.



- 5.1.4.6.3 Transportation, forwarding and freight charges of all equipment to the site;
- 5.1.4.6.4 Prices quoted by the Bidder should be inclusive of all taxes, duties and levies etc. except Service Tax, VAT / CST & Octroi / LBT/entry tax (wherever applicable) will be paid extra. VAT/ CST & Octroi / LBT/entry tax will be paid on actual on production of original receipt. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
- 5.1.4.6.5 The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- 5.1.4.6.6 The Bidder must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
- 5.1.4.7 End of Sales / End of support: The Bidder has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the bidder reaches end of support, within the contract period from the date of supply, the bidder has to replace the equipment at no additional cost to the Bank.

5.2 Bid Security and Performance Guarantee

5.2.1 Bid Security / Earnest Money Deposit

- 5.2.1.1 Bidders are required to give an earnest money deposit of an amount of Rs. 1,00,000/- (One Lac Only) by way of Demand Draft / Pay Order drawn on BKC, Mumbai payable to "Bank of Baroda" or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 6 months in the form provided in the RFP (Appendix 6 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of the Bank
- 5.2.1.2 Offers made without the Earnest money deposit will be rejected.
- 5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:
 - 5.2.1.3.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;



- 5.2.1.3.2 In case the bidder refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order / letter of intent for any reason whatsoever; or
- 5.2.1.3.3 In case the Bidder fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever

5.2.2 Performance Guarantee

- 5.2.2.1 The successful vendor shall provide a Performance Bank Guarantee (PBG) within 15 days from the date of receipt of the rate contract order or signing of the contract whichever is earlier in the format as provided in Appendix 9 to the extent of 10% of the total rate contract order for the entire period of the contract including warranty obligation plus 6 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. The successful bidder will have a provision at the end of the rate contract to provide an amendment to the submitted PBG in case the order placed is less than the total rate contract value.
- 5.2.2.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.
- 5.2.2.3 The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 5.2.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

5.2.3 Others

- 5.2.3.1 The NW HW will be deemed accepted only when all the items are in place and in working condition as per Bank's requirement.
- 5.2.3.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 5.2.3.3 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the



awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

- 5.2.3.4 The terms and conditions as specified in the RFP and addendums thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 5.2.3.5 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates, that Bidder 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 or is limited to 20% on the total purchase order value whichever is lower.
- 5.2.3.6 The Bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The Bidder represents that the NW HW to be supplied in response to this RFP shall meet the proposed Bidders 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 Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 5.2.3.7 The Bidder shall represent that the NW HW 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 Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the NW HW and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder 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 bidder for performance of the obligations of the bidder. The bidder 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 bidder.

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

5.2.3.9 The Bank and the bidder covenants and represents to the other Party the following:

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

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

- ▶ Will not violate or contravene any provision of its documents of incorporation;
- ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- ▶ To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or



transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- 5.2.3.11 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 5.2.3.12 It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.
- 5.2.3.13 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 5.2.3.14 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.2.4 Other RFP Requirements

- 5.2.4.1 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 including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all bidders about changes, if any.
- 5.2.4.2 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.
- 5.2.4.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.2.4.4 Bidders 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 the General Manager (IT), Bank of Baroda at the address mentioned earlier, 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 distributed to all the Bidders in the form of electronic mail or hardcopy or newspaper journals; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.
- 5.2.4.5 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 technical 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 bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

- 5.2.4.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 5.2.4.7 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 Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 5.2.4.8 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 technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 5.2.4.9 Price Discussion – It is absolutely essential for the Bidders 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 bidder in discussions on the prices quoted.
- 5.2.4.10 Right to Alter Quantities – The Bank reserves the right to alter the requirements 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
- 5.2.4.11 Details of Sub-contracts, as applicable – Subcontracting is not allowed without the prior permission of Bank. If required by the Bank, BIDDER's should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub contractors by the bidder, the bidder 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 bidder to perform its obligations. The bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- 5.2.4.12 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of



such Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

- 5.2.4.13 There will be an acceptance test by the Bank or its nominated consultants after installation of the NW HW. In case of discrepancy in NW HW supplied, the Bank reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of the Bank and / or its consultants. The warranty for the NW HW (provided by the Bidder pursuant to this Tender and subsequent Agreement) will commence after acceptance testing.
- 5.2.4.14 The Bidder getting the contract shall install the NW HW and also terminate the NW link on the NW Equipment supplied by the Bidder, at locations designated by the Bank.
- 5.2.4.15 Bidder should ensure that the NW HW delivered to the Bank including all components and attachments are brand new.
- 5.2.4.16 Bidder 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 or Data Protection Act 2010 in respect of NW HW supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities due to the failure of the Bidder to perform its obligations
- 5.2.4.17 Manufacturer's Authorization Form (Appendix 7) – The Bidder should furnish a letter from original equipment manufacturer authorizing the Bidder to quote for OEM's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty from the OEM in respect of the items stipulated in the RFP
- 5.2.4.18 Undertaking on Information Security of Authenticity for NW HW supplied (Appendix 10) - The Bidder should furnish a letter both from **the original equipment manufacturer** and **also from the Bidder's** end providing an undertaking on Information Security of Authenticity for NW HW supplied. This undertaking from both OEM and the bidder is on Information security as per regulatory requirement.



- 5.2.4.19 The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services. Neither this Tender nor the Bidder'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 Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 5.2.4.20 The Bidder 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 Bidder 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 Bidder will make all required payments and deposits of taxes in a timely manner.



6. Terms of Reference

6.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the successful bidder, shall be for a period ending 30th September 2017 for the purpose of supply, Install, Integrate and Maintain NW HW for Bank branches / offices.

6.2 Delivery:

NW HW should be delivered **within 6 weeks for non road permit area and 8 weeks for Road Permit area** from the date of purchase order.

Bidder will have to pay penalty to Bank of Baroda @ 1% of the **order value** inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery **beyond due date of delivery**, to a maximum of 5%. If delay exceeds two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.

If the successful bidder fails to complete the due performance as per this Agreement, Bank reserves the right to terminate the contract and recover Liquidated Damages 10% of contract value.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the NW HW at the site(s). Sealed packs will be opened in the presence of Bank of Baroda officials.

All necessary accessories as part of the NW HW should be delivered together with the hardware.

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

6.3 Pre-shipment Inspections:

Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may have to visit the factory site and the expenditure for the same will be borne by Bank.

6.4 Installation:

Installation at our branches / offices, including unpacking of cartons / boxes, Mounting of NW Equipments will be the responsibility of the Bidder. Bidder will have to install the NW HW and hand it over to Bank for acceptance testing within a maximum of 4 working days of the Bank from the date of receipt of the NW HW at our office **and Bank's notification for installation of the NW HW.**



Bidder will have to pay penalty to Bank @ 1% of the **order value** per day or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to the Bidder.

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

6.5 Replacement of NW HW:

If NW HW is required as replacement for an existing equipment Bidder will be responsible for terminating the existing network link (in case of Router / Switch) and mounting existing network hw (in case of Rack) at no extra cost to Bank from the old setup to the new one. Necessary network hardware accessories (screws, nut bolt etc.) as required for installation of the NW HW has to be supplied by the Bidder, at no extra cost to Bank

6.6 Affixing Asset Tags on NW HW Equipments:

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

6.7 Warranty:

The entire NW HW covering all components will remain under, onsite, comprehensive maintenance warranty for a period of three years. The service support during warranty period shall be for all NW HW and accessories supplied.

Bidder will have to provide a post-installation warranty as per the terms mentioned below:

NW HW-

Comprehensive Warranty for 36 Months from the date of installation or 37 months from the date of the delivery whichever is earlier.

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

In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire network hardware



equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

In case of significant failures of specific component entire NW HW has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Bidder is required to ensure that this kind of situation never arises

6.8 OEM / Undertaking Letter

The successful bidder has to submit the following documents within two weeks from the date of issuance of the Rate Contract letter

- OEM Letter (As per Appendix 7)
 - A letter addressed to our office i.e. mentioning model / product proposed in this rate contract is covered under 5 Yrs (3 Yrs Warranty + 2 Yrs AMC) onsite comprehensive support from the date of installation of product.
 - In case the successful bidder is not ready to provide the support during the warranty / AMC period, support will be provided by OEM either directly or through alternate sources for the remaining period of warranty / AMC of the product without any additional cost to the Bank.
- Undertaking of Authenticity for NW HW supplied (As per Appendix 8)
- Undertaking on Information Security of Authenticity for NW HW supplied (As per Appendix 10)

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

The Bidder will enter into an AMC agreement with the bank at the discretion of the Bank, after the expiry of warranty period to support the Hardware & Software supplied for a minimum period of – 2- (two) years at the rate quoted in “Commercial Proposal”. The minimum AMC (after the warranty period) to be quoted by the bidder in the commercial proposal is 4% per annum.

6.10 Payment Terms

RRBs will place the orders and delivery will be at RRB Branches / admin offices across three states as per the orders placed. The successful vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the empanelled vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as

Request for Proposal – Rate Contract for Supply and Installation of NW HW at RRB branches / offices for the FY 2016-17



mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released by Head office of RRBs as follows:

- 70% of the total cost on delivery of Network hardware plus 100% of VAT / CST & Octroi / LBT/ entry tax as per actuals on production of original receipt.
- 20% of total cost after one month of successful installation and satisfactory functioning.

SNR case - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the RRB Authority concerned / a mail confirmation from the relevant RRB's HO on the Bank's dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. 20% of the payment total cost and applicable Service Tax (if any) after two months on delivery of Network hardware.

- Balance 10% of the delivered products cost would be payable on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Appendix 11 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. Payment will be released by IT Dept., Corporate Office as per above payment terms on submission of delivery challan and installation report.

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

As a part of handover process a complete handover sheet needs to be submitted by successful bidder after filling the necessary details as provided by Bank. The invoices for claiming the payment should be submitted along with:

A. For 70% Payment Claim

- a) Original delivery Challans dully stamped and signed by the Branch Official.
- b) Confirmation letter from OEM mentioning the serial number of the product and that the NW HW supplied are under three years back to back warranty.
- c) Original receipt of Octroi / entry tax etc wherever applicable.



- d) Complete inventory details along with Serial Numbers of Hardware / License nos. of Software delivered against each PO at ordered delivery locations

B. For 20% Payment Claim

- a) Original Installation Report dully stamped and signed by the Branch Official along with the signature of the engineers of the bidder
- b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned / a mail confirmation from the relevant RRB's HO on the Bank's dependencies like site is not ready etc. along with an undertaking from successful bidder to complete installation within a week of being informed that the site is ready.
- c) Complete inventory details along with Serial Numbers linked with Asset Tag of Hardware delivered against each PO at ordered delivery locations.

C. For 10% Payment Claim

- a) Against Original Bank Guarantee of scheduled commercial Bank preferably public sector bank, other than Bank of Baroda, for three years and three month (i.e. three month beyond the warranty period).

AMC Payment

The payment for AMC will be divided into four equal installments for the year and paid quarterly in arrears. The payment will be made quarterly in arrears on production of original invoice.

6.11 Compliance with All Applicable 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.

This indemnification is only a remedy for the Bank. 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.

6.12 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 shall be considered to be assigned to the new entity and such an act shall not affect the rights of the bidder under this RFP.

6.13 Order Cancellation

The Bank will provide the Bidder a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the bidder through a letter or mail correspondence. The 30 day time period will commence from the day the Bank has sent such correspondence to the Bidder.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- a) Discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.
- b) The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- c) If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions
- d) The selected bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- e) If the delivery of network hardware is delayed by more than two weeks from the due date of delivery / If deductions on account of penalty exceeds more than 5% of the total contract value.
- f) Failure of the bidder make good the situation within the remedy period

In case of order cancellation, advance payments for the unaccepted portion of the work made by Bank for such order to the Bidder would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. Further the bidder would be required to compensate the Bank for direct loss incurred by the Bank



due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying original amount paid. In case of any claim for refund the products already supplied would be returned to the vendor. The products for which installation is complete and accepted by Bank will not be subject to return /refund.

6.14 Arbitration

In the event of a dispute or difference of any nature whatsoever between Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bank and Bidder will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

6.15 Indemnity

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

- ▶ Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this RFP; and/or
- ▶ an act or omission of the Vendor and/or its employees, agents, sub contractors in performance of the obligations under this RFP; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub contractors
- ▶ breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this RFP; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ breach of confidentiality obligations of the Vendor contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Vendor or its employees or sub-contractors.
- ▶ Loss of data due to vendor provided facility

The Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask



work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- (i) notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim; and
- (ii) cooperates with the Vendor in the defence and settlement of the claims.

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.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Vendor, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- a) Software, hardware, interfacing, or supplies for the solution not approved by Vendor; or
- b) any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change;
- c) Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor.

6.16 Inspection of Records

All Vendor records with respect to any matters covered by this Tender shall be made available to the Bank or its designees, 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. 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.



Vendor shall allow RBI or person authorized by it to access BOB documents, records or transactions or any other information, given to, stored or processed by Vendor in relations to the services hereunder within reasonable time. Vendor should allow RBI to conduct audits or inspection from its book and accounts with regards to BOB documents by one or more RBI officials or employer or other person duly authorized by RBI.

6.17 Publicity

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

6.18 Compliance to bank's all terms and conditions:

Bidder has to submit a letter of undertaking along with the Tender that they will abide by all the terms and conditions stated in our Tender (Annexure 3)

The Bidder should be in a position to supply the NW HW as per the requirement of Bank of Baroda sponsored RRBs branches/admin offices across the country.

6.19 Solicitation of Employees

Vendor should agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. Vendor should agree that for the period of the contract and one year thereafter, the vendor will 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 bidder or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

6.20 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 Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received 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 Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of



the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.

Responses received become the property of the Bank and cannot be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

“Confidential Information” means any and all information that is or has been received by the Bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- (b) Relates to the Disclosing Party; and
 - (c) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - (d) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - (e) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
 - (f) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 2. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and



- ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- 4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any NW HW or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- 5. The restrictions in the preceding clause shall not apply to:
 - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
 - d. The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.



6.21 Force Majeure

- a) The Bidder shall not be liable for forfeiture of its performance security, liquidated damages 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.
- b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- c) If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem.

6.22 Resolution of Disputes

- a) The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project director and Bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any



statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be India.

- e) 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 transmitted either by facsimile transmission or by pre-paid postage or by registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
- f) This tender document shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

6.23 Bank of Baroda reserves the right to:

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Extend the time for submission of the tender
- Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to tender by any Bidder, with any other Bidder(s) /others, in any form.
- Re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
- Cancel the tender at any stage, without assigning any reason whatsoever

6.24 Corrupt and Fraudulent Practices

- a) It is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
 - a. "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of values to influence the action of an official in the procurement process or in contract execution AND
 - b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.



- c. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- b) The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.25 Waiver

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

6.26 Violation of Terms

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

6.27 Termination

- a) The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving ninety (90) days prior written notice to the Bidder.
- b) The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - i. The Bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - ii. The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- c) The Bidder shall have right to terminate only in the event of winding up of the Bank



6.28 Effect of Termination

- a) The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- b) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- c) The bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the Bank wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain unchanged.
- d) The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- e) Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

6.29 Transportation and Insurance

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

6.30 Authorized Signatory

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



6.31 Rate Contract / Agreement

The service provider shall execute a Rate Contract / Agreement, 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 within one month from the date of acceptance of letter of appointment / PO.

6.32 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 fax / 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

6.33 Information and Secrecy

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to the Banking Regulation act 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

6.34 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 actuals. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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



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

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 Bidder. Under no circumstances can there be multiple claims by any Party for the same event giving rise to liability.

“Willful Misconduct” means any act or omission of a party which is willfully intended to harm the interests of the other party.

“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.

6.35 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) 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.

6.36 Penalties and Liquidated Damages:

Service Provider shall be liable to pay penalty as per SLA.

If the Service Provider fails to complete the due performance as per Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages of 10% of contract value.

Both the above mentioned Penalty and Liquidated Damages can be levied separately and concurrently.

The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BOB and Force Majeure. However it is the responsibility of the Service Provider to prove that the delay is attributed to BOB and Force Majeure. The decision taken by BOB in this regard shall be final and Service Provider shall not dispute the same.

If the Service Provider fails to perform its obligation as per this Agreement then BOB reserves the right to get the balance work executed by another service provider as per choice of BOB and Service Provider shall be liable to bear the expenditure which BOB may incur for the execution of balance work and its completion.



7. Disclaimer

The scope of work document is not an offer made by Bank of Baroda but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidder whom so ever they feel eligible for the same taking into consideration the price and quality.