



Baroda Rajasthan Kshetriya Gramin Bank

(Head Office : Ajmer)

**Request for Proposal -
Empanelment of vendors for supply
of IT Hardware devices**

21st August 2018

RFP Reference: BRKGB:HO:IT:2018:005



[A] Important Dates:

| # | Particulars | Timeline |
|---|--|--|
| 1 | RFP Issuance Date | 21 st August 2018 |
| 2 | Last Date of Receiving Clarifications | 5:00 PM on 4 th September 2018 |
| 3 | Last Date of Submission of RFP Response (Closing Date) | 3:00 PM on 13 th September 2018 |
| 4 | Technical Bid Opening Date | 3:00 PM on 13 th September 2018 |
| 5 | Financial Bid Opening Date | Intimated letter |

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BRKGB means 'Baroda Rajasthan Kshetriya Gramin Bank'
2. Recipient, Respondent, Bidder and Vendor means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. OEMs means "Original Equipment Manufacturers"
5. Bidder / Vendor, Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Tender means RFP response documents prepared by the bidder and submitted to Baroda Rajasthan Kshetriya Gramin Bank

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. Baroda Rajasthan Kshetriya Gramin Bank 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

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Baroda Rajasthan Kshetriya Gramin Bank (“the Bank”) to empanel vendors for supply of IT Hardware Devices at its Branches / Administrative offices.

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 2.10.

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. 1,000/- (Rupees One Thousand Only) by way of Bankers Cheque / Demand Draft / Pay Order favoring Baroda Rajasthan Kshetriya Gramin Bank, payable at Ajmer (Rajasthan), 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 indicated not later than 3:00 PM on **13th September 2018** at Baroda Rajasthan Kshetriya Gramin Bank as per the details given in this Section.

2.2 Registration of RFP Response

Registration of RFP response will be effected 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 duly signed 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 till 31st March 2019. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of Contract period.

2.5 Requests for Information

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

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in clause 2.11. **Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.**

The Respondent must communicate the same in writing. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than 5:00 PM on 4th September 2018.

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 valid 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.

2.6 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.

2.7 Disqualification

RFP for empanelment of vendors for supply of IT Hardware devices



Any form of canvassing/lobbying/influence/query regarding short listing, status etc shall be a disqualification. Bank shall reject responses to the tender without assigning any reasons to respondent.

2.8 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.

2.9 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.

2.10 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 | 21 st August 2018 |
| 2 | Last Date of Receiving Clarifications | 5:00 PM on 4 th September 2018 |
| 3 | Last Date of Submission of RFP Response (Closing Date) | 3:00 PM on 13 th September 2018 |
| 4 | Technical Bid Opening Date | 3:00 PM on 13 th September 2018 |
| 5 | Financial Bid Opening Date | Intimated letter |

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.

2.11 RFP Response Submission Details

Eligibility & Technical bids shall be submitted in separate sealed sub-envelopes super scribing:



“ELIGIBILITY BID FOR BARODA RAJASTHAN KSHETRIYA GRAMIN BANK - EMPANELMENT OF VENDORS FOR SUPPLY OF IT HARDWARE DEVICES SUBMITTED BY ON AT AJMER, DUE DATE” on the top of the sub-envelope containing the Eligibility Bid. First sub envelope should also have the Application Money Demand Draft / Banker’s Cheque as per 2.1.1 and the EMD as per 2.15.

“TECHNICAL BID FOR BARODA RAJASTHAN KSHETRIYA GRAMIN BANK – EMPANELMENT OF VENDORS FOR SUPPLY OF IT HARDWARE DEVICES SUBMITTED BY ON AT AJMER, DUE DATE” on the top of the sub-envelope containing the Technical Bid. This sub-envelope should have the hard copy and CD for Technical Bid.

These two separate sealed sub-envelopes should be put together in another sealed master envelope super scribing **“BID FOR BARODA RAJASTHAN KSHETRIYA GRAMIN BANK – EMPANELMENT OF VENDORS FOR SUPPLY OF IT HARDWARE DEVICES - RFP REFERENCE NO. SUBMITTED BY ON AT AJMER, DUE DATE”**

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) and accordingly ORIGINAL/DUPLICATE to be mentioned accordingly in each set.

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

Eligibility Bid

- **Appendix 3**-Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 4).
- 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
- Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee) as per Appendix 5.



Technical Bid

- **Appendix 4** -Table of Contents (list of document enclosed)
- 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 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)

Please note:

- a) If any envelope is found to contain eligibility and technical bid in a single envelope, then that offer will be rejected outright.
- b) Bidder will submit separate Demand Draft / Banker's Cheque drawn in favour of Baroda Rajasthan Kshetriya Gramin Bank payable at Ajmer towards Application Money for Rs.1,000/- and Demand Draft / Banker's Cheque / Bank Guarantee towards Earnest Money Deposit. 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) Maximum of one model device type which meets the specification needs to be quoted in the Technical Bid of the RFP. However only one model in under various HW needs to be quoted while submitting the commercials.

If it is found that the bidder quotes more than one model, 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 proof 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 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 valid email ID.**

All the envelopes, including Commercial Bid (as mentioned in 2.14) must be addressed to the following:



The General Manager
Baroda Rajasthan Kshetriya Gramin Bank
Head Office,
Plot No-2343, 2nd Floor,
Aana Sagar Circular Road
Vaishali Nagar
AJMER-305004
RAJASTHAN

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

All envelopes should be securely sealed and stamped. The authorized signatories of the Respondent should initial on all pages of Eligibility & Technical Bids. Unsigned documents shall be out rightly rejected.

Appendix 4 – Table of Contents can be used as checklist.

2.12 Contact Details for Responding to RFP

2.12.1 RFP Coordinator

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

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

Mr. D.S.Shekhawat

Tel – 0145-2642579, Email – ho@barodarajasthanrrb.co.in

2.13 Eligibility and 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 4 (Eligibility and Technical Bid) - Table of Contents
2. Covering letter as per Appendix 3 – Covering Letter
3. 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 IT Hardware Devices 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.
4. Technical Requirements Compliance: The proposed IT Hardware Devices of the Bidder's proposal must consist of a response to the technical requirements in Annexure 1. The Bidder's response must explain the technical specifications wherever required.
5. Annexure 2 Conformity with Hardcopy Letter
6. Annexure 3 Conformity Letter

The Eligibility & Technical proposal should contain all the above mentioned details

2.14 Commercial Bid

The commercial quotes are also required to be submitted at the time of Eligibility & Technical proposal submission by the bidders.

Commercial bids should be submitted in a separate sealed envelope super scribing: **“COMMERCIAL BID FOR BARODA RAJASTHAN KSHETRIYA GRAMIN BANK - EMPANELMENT OF VENDORS FOR SUPPLY OF IT HARDWARE DEVICES SUBMITTED BY ON AT AJMER, DUE DATE”** on the top of the envelope containing the Commercial Bid. The envelope should have the Bid Security as per 2.15 and also have the hard copy and CD for Commercial Bid.

Commercial Bid

- ▶ **Annexure 2 –Conformity with Hardcopy letter.**
- ▶ Bid Security(**Earnest Money Deposit**)
- ▶ Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee) as per 5.
- ▶ 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.

2.15 Earnest Money Deposit

The Bidders will have to submit the Earnest Money Deposit (EMD) along with commercial quotes at the rate stipulated by the bank.

1. The Bidder shall furnish, as part of its commercial bid, earnest money deposit of an amount based on the items, being quoted

RFP for empanelment of vendors for supply of IT Hardware devices



| If Quoted for | Earnest Money Deposit (Rs) |
|----------------------|-----------------------------------|
| IT Hardware Devices | 2,00,000/- |

2. The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favoring “Baroda Rajasthan Kshetriya Gramin Bank” payable at Ajmer (Rajasthan) or a bank guarantee of an equal amount issued by a Commercial Bank located in India, which is valid for 6 months, in the form provided in the RFP (Appendix 5 - Bid Security Form). Any commercial bid not secured in accordance with the above will be rejected by Baroda Rajasthan Kshetriya Gramin Bank as non-responsive.
3. Unsuccessful Bidder’s earnest money deposit or bank guarantee will be returned by the Bank. No interest shall be paid on earnest money deposit to unsuccessful Bidder.
4. The successful Bidder’s earnest money deposit will be adjusted against the security deposit requirement upon the Bidder signing the Contract and furnishing the performance guarantee.
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 15 days of purchase order / letter of intent.
 - ii. Furnish performance security within 15 days from the date of placing the order by the Bank or signing of the contract whichever is earlier for any reason whatsoever.
7. Earnest Money Deposit will be refunded without interest for the unsuccessful bidders within two weeks from the date of issue of letter of indent to the successful bidder.



2.16 Security Deposit

The selected bidder has to deposit with the Bank an amount equivalent to 5% of the contract value towards security deposit for the entire period of assignment, within 15 days from the date of placing the order by the Bank or signing of the contract, whichever is earlier.

The security deposit would be for the entire period of the Contract till the last order placed by the Bank is executed in completion plus 3 months

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 Empanelled vendor will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Vendor. The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.



3. Project Details

3.1 Introduction and Project Overview

Baroda Rajasthan Kshetriya Gramin Bank desires to empanel vendors for IT Hardware Devices at its Branches / Administrative offices.

3.2 Purpose

Baroda Rajasthan Kshetriya Gramin Bank, a body corporate constituted under the Regional Rural Banks Act 1976, having its Head Office at Ajmer, Rajasthan (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’ or ‘Vendors’, to participate in the competitive bidding for empanelling of vendors for supply of IT Hardware Devices (as detailed in Annexure 1A to 1E) along with the services required for the PCs mentioned in Annexure 5.

The Bank, 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 the technical specification of IT Hardware Devices mentioned in Annexure 1

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 empanelled vendor/s and the vendor/s should deliver the service with the following scope

1. Bidder should be capable of providing the Hardware, Software and peripherals that are specified under the Technical Specifications Annexure 1.
2. Bidder needs to have a co-ordination with the existing hardware/software vendor for integrating with present system for the branches to function smoothly.
3. Bank desires to procure IT Hardware Devices for the branches/administrative offices across the state (Rajasthan), hence the selected bidder should work seamlessly throughout the state (Rajasthan).
4. Apart from the above the vendor has to integrate the IT Hardware Devices with Bank’s software finacle

Proof of Concept (POC) for all HW Implementation

1. All the bidders who have submitted the tender have to supply & install the hardware of the same **make/s** & **model/s** quoted in the tender at our Head



Office Ajmer for the application testing if requested by bank within one week from the date of submission of tender.

2. Bank may or may not demand for POC.
3. Any bidder who is not complying with the above POC will be technically disqualified at the discretion of Bank.

3.4 Service Levels and Uptime Guarantee

Bidder will have to guarantee a minimum uptime of 95%, calculated on a quarterly basis.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a quarterly basis.

Total Available Time - Two shifts a day (9am to 6pm) for six days a week.

Unavailable Time - Time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically.

If Bidder fails to meet the uptime guarantee in any quarterly then the Bidder will have to pay 1% of cost of the hardware as damages OR the warranty period will have to be extended by one month. The Bidder should immediately provide Bank with an equivalent standby system in case of failures. If equivalent standby is provided that will not be considered as downtime to the maximum period of 7 working Days.

4. Evaluation process

The competitive bids shall be submitted in two stages:

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

4.1 Eligibility and Technical Bid

Eligibility criterion for the bidders is mentioned in Annexure 4 – Eligibility Criteria Compliance to this document. The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria. The Technical Proposal will be evaluated for technical suitability.

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

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all



the bidders to this document and bank will not entertain any correspondence in this regard.

Bidders who meet these criteria would only qualify as empanelled vendors. The bidder would also need to provide supporting documents for eligibility proof. All the credentials of the bidder necessarily need to be relevant to the INDIAN market.

4.2 Commercial Bid Evaluation

The commercial quotes are required to be submitted along with tender submission by the bidders.

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

- The Quantity mentioned in the commercial Bid format (Appendix 1) is approximate and Bank reserves the right to alter the quantity as per its requirement.
- Commercial bids would be submitted by all bidders along with the tenders.
- **L1 and L2 vendor would be decided based on the Lowest Commercials submitted . All orders would be placed with the L1 vendor identified based on commercials.**
- If the L1 vendor defaults, Bank will have the discretion to approach the L2 vendor.
- Bank has the right to decide on the quantity based on its requirement.

Commercial quote should be submitted as per format of Appendix 1 with sealed envelope. Price should be inclusive of all taxes, duties, levies etc. except GST/CGST/IGST will be paid extra, as applicable.



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 RFP document and would not accept any deviations to the same.
- 5.1.1.2** The Bank expects that the bidder appointed under the RFP 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 RFP 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 RFP 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 13th September 2018.
- 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 RFP 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 shall be 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 open to quote for one or more or all the items mentioned in the Section 3.3 “Project scope” and should comply all the requirements of this RFP. 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** 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 hardware or software 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. 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** In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the bidder’s financial bid, the higher of the prices will be taken for calculating and arriving at the



Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

5.1.2.16 In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Vendor. The same item has to be supplied by the Vendor free of cost.

5.1.2.17 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the 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.

5.1.2.18 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules 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.

5.1.3.2 The prices and other terms offered by bidders must be firm for an acceptance period till 31st march, 2019.

5.1.3.3 The prices quoted by the bidder shall be all inclusive, except GST/IGST/CGST (wherever applicable) will be paid extra. 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 hardware 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 hardware and other infrastructure by the Bank. Though the equipment would be at Bank premises, or any location identified by Bank, Vendor shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank at this stage. Hence the Vendor will bear the risk of loss if any, till the ownership has passed to Bank. The Vendor will insure the equipment till acceptance testing, and final acceptance. 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 in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Vendor. Introduction of any new tax / cess/ excise, etc. shall be borne by the bidder. The benefit or burden of other taxes quoted separately as part of the commercial bid like GST/CGST/IGST shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid 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 GST/CGST/IGST and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate
- 5.1.3.6** Terms of payment as indicated in the section 6.10 are 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 three-year (3 years warranty).
- 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 GST/CGST/IGST (wherever applicable) will be paid extra. 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 for all branches / offices involved, as quoted by the Empanelled Vendors who have qualified on the eligibility and technical specifications and hence short-listed by the Bank. The Bank will calculate total cost of ownership for a 3-year period discounted @ 10% over the period of the contract.
- 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 equipments of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the Bank. The Vendor is not entitled to a longer period for delivery on the pretext of seeking approval from the Bank for a higher configuration or enhancement;
- 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 vendors are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed vendors to resubmit the technical 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 Vendors agree that they have no reservation or objection to the normalization process and all the technically short listed vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- 5.1.4.6** 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 Vendor should necessarily include the following:

- 5.1.4.6.1 Minimum of three years comprehensive Product warranty covering all parts, service visits to the concerned Branches / Offices etc. and three years on-site service warranty
- 5.1.4.6.2 Yearly preventive maintenance in consultation with the Banks team of all the equipments to be supplied, which should interalia, include cleaning of inside and outside of all equipments during warranty period. Preventive Maintenance will include replacement of worn-out parts, checking hardware etc. 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 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 Vendor should be inclusive of all taxes, duties and levies etc. **except GST/CGST/IGST (wherever applicable) will be paid extra.** VAT/ CST & Octroi/LBT / entry tax applicable will be paid on actual on production of original receipt; The Vendor is expected to provide a breakup of the taxes indicated in the commercial bid format. The Vendor is expected to provide the tax types and tax percentage in both the commercial and masked bids (without amounts being submitted in the technical response).
- 5.1.4.6.4 The Vendor is expected to provide for services which are required to be extended by the Vendor in accordance with the terms and conditions of the contract.
- 5.1.4.7 End of Sales / End of support: The Vendor has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 1 year from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the one year period from the date of supply, the vendor has to replace the equipment at no additional cost to the Bank.



5.2 Bid Security and Performance Guarantee

5.2.1 Bid Security / Earnest Money Deposit

5.2.1.1 Every Bidder shall furnish, as part of its commercial bid, earnest money deposit of by way of Demand Draft / Pay Order drawn on Ajmer (Rajasthan) payable to “Baroda Rajasthan Kshetriya Gramin Bank” or a Bank Guarantee of an equal amount issued by a Commercial Bank located in India, valid for 6 months in the form provided in the RFP (Appendix 5 – Bid Security Form). The Demand Draft should be of a Commercial Bank only and will be accepted subject to the discretion of the Bank. Earnest Money Deposit will be calculated as under-

| If Quoted for | Earnest Money Deposit (Rs) |
|----------------------|-----------------------------------|
| IT Hardware Devices | 2,00,000/- |

5.2.1.2 Commercial offers made without the Earnest money deposit shall be rejected.

5.2.1.3 The amount of Earnest money deposit would be forfeited in the following scenarios:

5.2.1.4 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;

5.2.1.5 In case the bidder refuses to accept and sign the contract as specified in this document within 15 days of issue of purchase order / letter of intent for any reason whatsoever; or

5.2.1.5.1 In case the Bidder fails to provide the Security Deposit for the entire period of Assignment, within 15 days from the date of letter of appointment or signing of the contract whichever is earlier, for any reason whatsoever.

5.2.2 Performance Guarantee

5.2.2.1 If the contract is awarded, the bidder should furnish a Performance Guarantee in the format as specified in Appendix 5 to the extent of 10% of the value of the order placed. The performance guarantee would be for a period of 3 years and one month. The appendix for the performance guarantee will be shared as part of Purchase Order.

5.2.2.2 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 Bank’s employees; as per the requirements of the contract executed between the Bank and the Bidder/ Bidders.

5.2.2.3 If the Performance guarantee is not submitted, the Bank would be releasing the 90% amount as per the payment terms and hold the



Balance amount of 10% which will be released after one month on completion of warranty period.

5.2.3 Security Deposit Requirement

- 5.2.3.1** The successful bidder/s has to deposit with the Bank an amount equivalent to 5% of the contract value towards security deposit for the entire period of assignment, within 15 days from the date of purchase order or signing of the contract, whichever is earlier. In case the selected bidder withdraws his Tender before furnishing the security deposit, the earnest money deposit taken from the vendor, will be forfeited.
- 5.2.3.2** The successful bidder's earnest money deposit will be adjusted against the security deposit requirement upon the bidder signing the Contract and furnishing the performance guarantee.
- 5.2.3.3** The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Security Deposit, if any, under this contract.
- 5.2.3.4** The security deposit would be for the entire period of the Contract till the last order placed by the Bank is executed in completion plus 3 months.

5.2.4 Others

- 5.2.4.1** The IT Hardware Devices will be deemed accepted only when all the items are in place and in working condition as per Bank's requirement.
- 5.2.4.2** 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.
- 5.2.4.3** 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.
- 5.2.4.4** 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
- 5.2.4.5** 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 10% on the total purchase order value whichever is higher.

- 5.2.4.6** 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 all software and hardware to be supplied in response to this RFP, shall meet the proposed Bidder's 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.
- 5.2.4.7** The Bidder shall represent that the hardware 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 software, hardware and other materials 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.
- 5.2.4.8** 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.

5.2.4.9 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.

5.2.4.10 The execution, delivery and performance under an Agreement by Bidder/SP:

- ▶ 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.

- 5.2.4.11 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.
- 5.2.4.12 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 Vendors
- 5.2.4.13 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.

5.2.5 Other RFP Requirements

- 5.2.5.1 This RFP 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.
- 5.2.5.2 The Bank may revise any part of the RFP 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.
- 5.2.5.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 5.2.5.4 Bidders shall have the opportunity to clarify doubts pertaining to the RFP 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, Baroda Rajasthan Kshetriya Gramin Bank 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.
- 5.2.5.5 **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.

- 5.2.5.6 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.
- 5.2.5.7 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 RFP notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 5.2.5.8 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.
- 5.2.5.9 Price Discussion** – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted. The Bank also reserves the right to enter into price discussions with the OEMs of hardware and other components or the successful bidder
- 5.2.5.10 Right to Alter Quantities** – The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities
- 5.2.5.11 Details of Sub-contracts, as applicable** – If required by the Bank, BIDDERS 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.

- 5.2.5.12** If the Bank is not satisfied with the technical specifications in any Tender and observes major deviations, the technical bids of such Vendors will not be short-listed for empanelment. No further discussions shall be entertained with such Vendors in respect of the subject technical bid
- 5.2.5.13** There will be an acceptance test by the Bank or its nominated consultants after installation of the systems. In case of discrepancy in hardware / software supplied, the Bank reserves the right to cancel the entire purchase contract and the Vendor should take back their equipment at their costs and risks. The test will be arranged by the Vendor at the sites in the presence of the officials of the Bank and / or its consultants. The warranty for the equipments (including software and hardware provided by the Vendor pursuant to this Tender and subsequent Agreement) will commence after acceptance testing. The Confirmation for completion of Installation and Acceptance Test will be given by Bank at the same time and on the single report format.
- 5.2.5.14** The Vendor(s) getting the contracts shall install and commission the equipment, procured through this Tender, at locations designated by the Bank or at such Centers as the Bank may deem fit and the changes, if any, in the locations will be intimated to the Vendor
- 5.2.5.15** Vendor should ensure that the hardware delivered to the Bank including all components and attachments are brand new. In case of software supplied with the system, the Vendor should ensure that the same is licensed and legally obtained with valid documentation made available to the Bank
- 5.2.5.16** Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 or Data Protection Act 2010 in respect of all the hardware, software and peripherals or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation. 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 Vendor to perform its obligations

5.2.5.17 Manufacturer's Authorization Form (6) – The Vendor should furnish a letter from original equipment manufacturer authorizing the Vendor to quote for OEM's product in response to the RFP from the Bank. The said letter should also offer to extend the required warranty from the OEM in respect of the items stipulated in the RFP

5.2.5.18 The Bidder shall perform its obligations under this RFP as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services. Neither this Tender nor the Vendor's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

5.2.5.19 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 Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner



Terms of Reference

6.1 Contract Commitment

The Bank intends that the empanelment, which is contemplated herein with the successful bidders, shall be for a period of six month (ending 31st March, 2019) for the purpose of supply of IT Hardware Devices to the Bank branches / administrative offices.

6.2 Delivery:

Hardware, Software & Peripherals should be delivered within 6 weeks from the date of purchase order. **Delivery will be at our 13 administrative offices but further installation will be at different branches of our bank.**

Bidder will have to pay liquidated damages (LD) to Baroda Rajasthan Kshetriya Gramin Bank @ 1% of the Purchase Order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5%. If delay exceeds two weeks from due date of delivery, Baroda Rajasthan Kshetriya Gramin Bank reserves the right to cancel the entire order.

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

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

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:

Baroda Rajasthan Kshetriya Gramin Bank 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, Baroda Rajasthan Kshetriya Gramin Bank'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 branch / admin offices, including unpacking of cartons/ boxes, will be the responsibility of the Bidder. Bidder will have to install the system and hand it over to Bank for acceptance testing within 14 working days of the Bank from the date of receipt of the system at our office.



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Bidder will have to pay liquidated damages to Bank @ 1% of the Purchase 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 Hardware order setup to new location/s and warranty will continue to be in force at the new location.

Bidder has to install hardware at our different branches of bank. This may be maximum equal to hardware count.



6.5 Affixing Asset Tags on HW Equipments:

It will be the responsibility of the successful bidder to affix the Asset tags on each HW being supplied by them to the Bank. 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 HW would be mutually decided by the Bank and the successful bidder.

6.6 Warranty:

The entire hardware equipment including system software will remain under onsite, comprehensive maintenance warranty for a period of three years. The service support during warranty period shall be for all hardware, Software & Peripherals including OS.

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

Hardware, Software & Peripherals -

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

Bidder will have to upgrade the system software during warranty period at no cost to Bank. The service support during warranty period includes for all hardware equipment, Operating System Software.

In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than two instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

6.7 OEM / Undertaking Letter

All the bidders have to submit the following documents at the time of technical submission:

- OEM Letter (As per Appendix 6)
 - A letter addressed to our office i.e. mentioning model / product proposed in this rate contract is covered under 3 Yrs (3 Yrs Warranty) 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 period, support will be provided by OEM directly for the remaining period of warranty of the product without any additional cost to the Bank.
- List of parts (if any) excluded from the comprehensive warranty list for each of the models proposed. Bank will have the discretion to accept the exclusion list or add / remove any part from the exclusion list
- Undertaking of Authenticity for HW supplied (As per Appendix 7)

6.8 Payment Terms

Head Office will place the orders and delivery will be at our admin offices across the state and installation will be at branches as per the orders placed. The successful bidder/s shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

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

The payment will be released as follows:

- 70% of the total cost on delivery of IT hardware / Laptops /software / peripherals plus 100% of VAT / CST & Octroi /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 bidder due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful bidder has to give an undertaking to complete installation within a week of being informed that the site is ready.

20% of the payment total cost and applicable Service Tax (if any) after two months on delivery of IT hardware / software / peripherals.

- Balance amount of 10% will be released after one month on completion of warranty period or against a Performance Bank Guarantee of scheduled



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commercial Bank preferably public sector bank, for three years and one month (i.e. one month beyond the warranty period).

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

Payment will be released by Head Office as per above payment terms on submission of delivery challan and installation report.

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

The invoices for claiming the payment should be submitted along with:

- Original delivery challans / duly signed original IRs by the branch officials and engineers of the successful bidder (as the case may be).
- Confirmation letter from OEM mentioning the serial number of the product and that the HW / SW supplied are under three year's back to back warranty.

6.9 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 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.

6.10 Assignment

The bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP 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.

6.11 Order Cancellation

The Bank will provide the Vendor 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 vendor through a letter or mail correspondence. The 30 day time period will commence from the day the Bank has sent such correspondence to the Vendor. The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- 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) The selected bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- d) Failure of the vendor to make good the situation within the remedy period

In case of order cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. 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.



6.12 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.

6.13 Indemnity

The Bidder shall indemnify, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trade marks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder and the Bidder also indemnifies the Bank for the same in respect of the hardware and software supplied by him by executing an instrument to the effect on a Non-Judicial stamp paper that Bank may sustain on account of violation of patent, trademarks etc. by the Bidders.

6.14 Inspection of Records

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

6.15 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.

6.16 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 RFP (Annexure 3)

The OEM / Principal, Hardware / Software Vendor will have the responsibility of the equipment's supplied through the partner and should take the responsibility in case of any sales / service support issue arises at any point of time for which Separate undertaking is to be obtained from the OEM and enclosed with technical tender document



The Bidder should be in a position to supply the IT Hardware Devices and software as per the requirement of Baroda Rajasthan Kshetriya Gramin Bank branches/administrative offices across the state(Rajasthan).

The IT Hardware Devices and software to be provided should be field-upgradeable in terms of memory, hard disk capacity, etc.

6.17 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The 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.

6.18 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 and computer disks or tapes, 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 computer, word processor 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.



6.19 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.

6.20 Variation

Baroda Rajasthan Kshetriya Gramin Bank may at any time during the contract require the Bidder to revise the Equipment, Services or Supplies including Completion Date. In an event of such nature, Baroda Rajasthan Kshetriya Gramin Bank will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request.

6.21 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 Ajmer (Rajasthan) 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.

6.22 Baroda Rajasthan Kshetriya Gramin Bank 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

6.23 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.

6.24 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 RFP 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 RFP 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.

6.25 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.

6.26 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 H/W 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.



6.27 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.

6.28 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.
- ▶ It is not properly or duly signed.
- ▶ It is received through fax.
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ It is submitted anywhere other than the place mentioned in the RFP

6.29 Information and Secrecy

The Bidder must provide a written undertaking to the bank to comply with the secrecy provision pursuant to Section 97 of the Banking and Financial Institution Act 1989 (BAFIA). The Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder 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 Bidder. 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

6.30 Escrow Mechanism

The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/procured by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor. The Bank and the

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Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of the solution which has been duly reviewed by an external independent organisation.

7. Disclaimer

The scope of work document is not an offer made by Baroda Rajasthan Kshetriya Gramin Bank 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.