

Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.



# **REQUEST FOR PROPOSAL FOR Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years**

**Ref: BOI:HO:IT:VC:0691 Dated:07.10.2021**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**BANK OF INDIA, HEAD OFFICE  
INFORMATION TECHNOLOGY DEPARTMENT**

**Bank of India**, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Bank of India, Star House, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, India, intends to procure video conferencing setup along with Annual Maintenance Contract (AMC) and Facility Management Services (FMS) and enter rate contract for VC end points from interested bidders. Bank of India invites bids from the interested bidders, to participate in the RFP process. The scope of work comprises of complete installation, commissioning, integration and maintenance of VC solution at specific locations (branches/ admin offices) as per the specifications, terms, conditions and scope given in detail in this RFP document, for a period of 5 years.

The brief details of the scope of this RFP are as follows:

- 1) The Bank intends to procure Video Conferencing setup along with Annual Maintenance Contract (AMC) and Facility Management Services (FMS). The selected bidder has also to enter into rate contract for VC end points with a contract duration of 5 years. The on-site maintenance support team of the selected bidder has to coordinate with all the administrative offices/branches, Government Ministries/Departments, BOI Overseas Centers, BOI Subsidiaries or any other third party for conducting video conferencing activity. On-site support services should be available 24X7X365 including Saturday, Sunday and Bank holidays or as and when required by the Bank. The detailed technical specifications are given in Part 5 of this RFP. The detailed scope is illustrated in this RFP document in the related clauses.

The specifications given in the document are the minimum requirements and the bidders should choose specification equivalent or superior to the one given by the Bank in case the exact match is not in their product line.

- 2) The interested bidders/vendors may collect this Request for Proposal (RFP) from the Information Technology Department, Head Office located at the address as mentioned below after depositing a **non-refundable Demand Draft / Pay Order/ RTGS/ NEFT for Rs. 50,000/- (Rupees Fifty Thousand only)** favoring “**Bank of India**”. The RFP/bidding document / corrigendum/ clarifications can also be downloaded from Bank's website <http://www.bankofindia.co.in> under the Tenders section. However, the bidder shall have to submit bid cost through **Demand Draft / Pay Order/ RTGS/ NEFT** as mentioned above along with the bid and submit receipt of the same along with the bid. The MSE bidders are exempted from depositing the bid amount of Rs.50,000/- subject to the submission of valid and authorized copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with and should be valid as on last date of RFP. The MSE registration certificate submitted must be valid as on bid submission date.

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- 3) The bidder is required to submit Bid Security Declaration as per format 6.4 for participation in the RFP.
- 4) Bidding in consortium is not permitted. Any bid submitted under consortium will be summarily rejected.
- 5) Bidder may submit cost of Bid online by way of RTGS/NEFT in bank's designated account i.e.

"Account No. "01220SUNCR822 Account Name - Collection Account for Estate" having IFSC-BKID000122 (Bank of India, Bandra Kurla Complex Branch)

The details of remittance to be sent mandatorily, to the bank by the Bidder along with bid document submitted in response to RFP.

In case of non-receipt of details of remittance made by the bidder by last date / time mentioned in the RFP/Corrigendum, the cost of bid/tender fee will not be considered.

- 6) In this regard, **a three-envelope bidding procedure i.e. Eligibility Bid, Technical Bid and Price Bid in separate envelopes will be adopted.** The technically complete and commercially competitive bids shall be submitted in three parts viz. **Pre-Qualifying/Eligibility Bid-Part A and Technical Bid – Part B in one envelope and Price Bid – Part C in separate sealed cover envelope.**

**Note – The bids submitted having Technical Bid and Price Bid together in a single envelope will be rejected. All formats/ undertaking should be as per RFP only for avoiding elimination.**

- 7) The Bids should be delivered to the address mentioned below with acknowledgement due so as to reach before **15:00 hours on or before 02.11.2021**. If the last day of submission of bid is a declared holiday under Negotiable Instruments Act by the Government subsequent to the issuance of RFP, the next working day will be deemed to be the last date of submission of the Bid. The bids, which are received after the above-mentioned date and time, are liable to be rejected at the discretion of the Bank.
- 8) The Bank shall not be liable for non-delivery of documents due to Postal/Courier delay or loss of documents in transit, etc., if any, in submitting the Bid. The Qualifying & Technical Bid shall be opened in the presence of the bidders on **02.11.2021 at 16:00 hours** at the below mentioned premises. The bidder's representative may be present during the Technical Bid opening at our Office well in time along with the authorization letter from the bidder's company.
- 9) The important dates / schedules for the above RFP shall be as following:

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Date and Time of commencement of inspection / Sale of Bid Document	07.10.2021
Last date for any clarification	11.10.2021 16:00 hours
Pre bid meeting  <b>Note- As per scenario, Pre-bid Meeting may be scheduled by way of online conference.</b>	12.10.2021 15:00 hours Venue: Bank of India Star House-2, 'G' Block, Head Office, I.T. Department; 8th floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051
Last Date and Time for Receipt of Bids at Bank of India (Address as given below)	02.11.2021
Date and Time of opening of Technical Bids	02.11.2021 16:00 hours
Address for Communication and submission of bid	The General Manager, Bank of India Star House-2, 'G' Block, Head Office, I.T. Department; 8th floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 Telephone: 022 66684444
Bid document Availability	Bidding Document to be downloaded from the Tender section of our Bank's web-site <a href="http://www.bankofindia.co.in">www.bankofindia.co.in</a>

- 10) For any technical clarification, the contact person are Shri Pitambar Minz, Senior Manager, HO-IT (022-61319866) email-id [pitambar.minz@bankofindia.co.in](mailto:pitambar.minz@bankofindia.co.in) or Ms. Tamanna Takyar (022-61319871), Officer IT email-id [Tamanna.Takyar@bankofindia.co.in](mailto:Tamanna.Takyar@bankofindia.co.in).

**For Bank of India**

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## **PART 1: DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Subject to any law to the contrary, and to the maximum extent permitted by law, 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, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

## **PART 2: INVITATION TO BID (ITB)**

### **Introduction**

The Bank intends to procure video conferencing (VC) system, Annual Maintenance Contract & Facility Management Services from interested bidders/ Service Integrators(SI). The selected bidder has also to enter rate contract for the VC endpoints. Bank invites quotes for providing the services/solutions as per Scope mentioned in Part-3 and the technical specifications as indicated in Part-5 mentioned in the RFP document. These rates shall remain valid for all orders placed with the selected bidder for the entire contract period and duly accepted by the bidder. The interested Service Integrator/bidder are requested to send Eligibility, Technical and Price proposal as per the asked formats. The methodology for submission of the proposals is enumerated in Part 3 Instruction to the Bidders/ Service Integrators. Terms and Conditions of Contract (TCC) are given in Part 4.

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website <http://www.bankofindia.co.in/tenders> and the bid should be submitted to the office of Bank Of India , Information Technology Department, Head office, Star House-2, C-4, G-Block, 8<sup>th</sup> Floor, West Wing, Bandra Kurla Complex, Bandra (East) Mumbai – 400 051 (Telephone No. 022-61319840).

- ❖ For queries and clarification regarding the RFP, please feel free to contact us at the above-mentioned address or telephone number or e-mail id.
- ❖ Please note that all the information desired needs to be provided by the bidder along with the RFP document. Incomplete bids may lead to non-selection.
- ❖ Bid Security declaration as specified in the Bid document must accompany the technical Bid.
- ❖ The cost of Bid shall be non-refundable and to be paid by means of a demand draft / pay order or Online mode, favoring "Bank of India" payable at Mumbai. If the bid is downloaded from the website, the cost of the bid may be paid along with the technical bid in a separate envelope.
- ❖ **Bank reserves the right to change the dates mentioned below or in the RFP, which will be communicated through notice /corrigendum on Bank's corporate website.**

**PART 3: INSTRUCTIONS FOR THE BIDDERS (IFB)**

**TABLE OF CLAUSES**

<b>Clause No.</b>	<b>Topic</b>	<b>Clause No.</b>	<b>Topic</b>
	<b>A. Introduction</b>	3.18	Period of Validity of Bids
3.1	Introduction		<b>D. Submission of Bids</b>
3.2	Broad Scope of Work	3.19	Sealing and Marking of Bids
3.3	General Scope of Work	3.20	Deadline for Submission of Bids
3.4	Eligibility Criteria	3.21	Late Bids
3.5	Cost of Bidding	3.22	Modification & Withdrawal of Bids
	<b>B. Bidding Documents</b>		<b>E. Bid Opening and Evaluation</b>
3.6	Content of Bidding Documents	3.23	Opening of Bids by the Bank
3.7	Clarification of Bidding Documents	3.24	Clarification of Bids
3.8	Amendment of Bidding Documents	3.25	Preliminary Examination
	<b>C. Preparation of Bid</b>	3.26	Technical Evaluation
3.9	Language of Bid	3.27	Opening of Price Bids/Reverse Auction
3.10	Format and Signing of the Bid	3.28	Contacting the Bank
3.11	Documents Comprising the Bid		<b>F. Award of Contract</b>
3.12	Bid Submission	3.29	Post qualification
3.13	Bid Prices	3.30	Bank's Right to Accept Any Bid and to Reject Any or All Bids
3.14	Bid Currencies	3.31	Award Criteria
3.15	Documents Establishing the Bidder's Eligibility and Qualifications	3.32	Notification of Award
3.16	Documents Establishing Eligibility of Products & Conformity to Bid Documents	3.33	Signing of Contract
3.17	Bid Security Declaration	3.34	Contract Start date and Duration

### **3.1 Introduction**

Bank of India (hereinafter referred as “**Bank**”), having registered office in Mumbai, is one of the largest public sector banks in India with a Branch network of more than 5000 branches in India and 45 branches/offices in 21 countries overseas. Bank is presently having three RRBs viz. **Vidharbha Konkan Gramin Bank (VKGB)**, **Aryavart Bank (AB)**, **Madhya Pradesh Gramin Bank (MPGB)**.

### **3.2 Broad Scope of Work**

The Bank intends to procure Video Conferencing (VC) system along with Annual Maintenance Contract & Facility Management Services and VC endpoints from the selected bidder and for this purpose invites sealed quotes for the same as per the scope and specifications as indicated in this RFP. The AMC will begin after expiry of warranty of equipment. The warranty of the equipment will start from the date of its installation and acceptance of the same by the Bank only. The bank shall procure facility management services as and when required as per requirements.

Bank of India intends to procure a solution to derive maximum advantage of Video Conferencing (VC) system by holding meetings in a secure way, which may be One-to-Many Or Many-to-Many or broadcasting sessions either through (a) MPLS Network or (b) via Internet through firewall and/or Proxy Server or (c) Direct Internet or (d) concurrently with these connectivity options or (e) broadcasting or (f) UC clients (Mobile and desktop based) over bank's network and over internet.

The purpose of these meetings could be as under:

- i. Hold discussions amongst different locations using Video Conferencing.
- ii. Make presentations/share screen or applications to different locations having VC facility.
- iii. Hold Meetings with outside parties having VC facility, via Internet or PSTN or ISDN from Head Office and other Offices of Bank of India.
- iv. Address by Top Officials, which could be streamed live across various locations via the Internet as well as the MPLS network.
- v. Allow Executives and senior level officials to interact with each other via one-to-many, many-to-many or through broadcasting/multicasting mode or through live streaming,
- vi. To conduct online Training via the internet as well MPLS Networks.
- vii. Purpose of meeting includes collaborations via other platforms like zoom, WebEx, Microsoft teams and similar other platforms also. The proposed solution should be able to integrate with any such medium seamlessly without any lag.

### 3.2.1 Functional Specifications

The scope of work (minimum requirements) for the video conferencing Collaboration system is mentioned below-

Sr. No.	Scope of Work (Minimum Requirements)
1	The Bidder should provide an end-to-end conferencing solution covering all the locations across India or abroad, including but not limited to supply of the required Video Conferencing Equipment's with best quality accessories, Software, peripherals like Screen, Speaker System etc. as required and installation, performance testing, commissioning, warranty, annual maintenance and management etc.
2	The bidder should provide the architecture (High Level Design & Low Level Design) for implementing the VC solution (Central Setup Design for DC and DR and along with its integration with existing system and endpoints) on bank's existing network and Internet facing communications. It would be responsibility of the Bidder to coordinate with the Network & Security Service Provider to ensure the VC solution is properly tested, secure and made to work.
3	The Conferencing Solution should support both Video, Audio and hybrid conferencing capability.
4	Anyone should be able to join call from a web browser/PC/mobile device/a video system or collaboration endpoints of any make/model.
5	The software supplied should be the latest version of the OEM and should be updated/upgraded as per latest security features. Beta versions of any software shall not be accepted. The bidder shall provide all kind of upgrades/updates/patches/bug fixes without any additional cost to the Bank.
6	The bidder should prepare SOP/ user guides along with detailed architecture diagram and technical documents on the proposed Video conferencing solution offered to the Bank
7	The bidder should ensure supply of complete VC solution along with all accessories and components, its maintenance, management and provide on-site Support for the entire contract period. There should be 24*7*365 days direct access to OEM TAC for raising support tickets
8	The bidder should provide the architecture for implementing the VC solution on Existing Bank's Network as well as for Internet.
9	The solution should allow users inside the Bank's network as well as outside the network to join conferences seamlessly without downloading any client.
10	The solution should also have functionality for point to point and point to multi-point video calling capability.

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11	The solution should provide video codecs / similar infrastructure that helps compression of data to conserve bandwidth. Latest Audio and Video compression must be provided.
12	The bidder should provide the recording system for recording of video and audio calls. The solution should also have the provision to record Video Conferencing meetings.
13	The Solution should be capable of connecting 220 or more concurrent End Points in a single or multiple conferences at 720p or higher at day1.
14	The solution should have a capability to handle conferencing of all the participants simultaneously at least 25 windows at any point of time on the screen.
15	The solution should have mobile app with proper authentication to connect mobile users to a video conference or meeting.
16	The solution should facilitate adhoc conferencing and scheduling of conferences for multiple users across different groups. The scheduling of the VC should be either through the calendar scheduling from email or through browser or VC application.
17	Also, the system should be capable to dial out the participant to take them into a call in a hassle free manner
18	The solution should provide adequate security from unauthorized participation of unsolicited members.
19	The solution should allow the bank to use its existing VC endpoints which are still under OEM support and which support standard SIP/H.323 or equivalent or higher/latest version protocol to be used to join video conferences on the proposed VC infrastructure.
20	The bidder should monitor, maintain and manage VC hardware, software at all the locations during the contract period and ensure the SLAs as defined in the RFP. During the contract period, the bidder shall apply patches, updates and version upgrades as and when released by OEM promptly or as required in the system from time to time without any extra cost to the bank.
21	The bidder should repair / replace the equipment in case of any problem arises out of it during the Warranty and Maintenance Support period.
22	The bidder shall ensure that proposed solutions should inbuilt necessary security checks and validation processes as per industry practices for ensuring smooth access to the systems. The bidder should also ensure all security checks, validations and measures during relocating of equipments which will be an integral part of the services.
23	The bidder should facilitate OEM Certification and ensure complete training to designated Bank officials for getting well versed with the system which will cover installation, implementation, administration, usage, troubleshooting etc.



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24	The bidder should have back-to-back arrangement with OEM for entire contract duration for Warranty and Maintenance Support.
25	The bidder should ensure that the supplied Equipment's will not be declared End of support/ life during the contract period and end of sale as on date of bid submission. In the event if the proposed equipment declares end of support or end of sale during the contract period, the bidder should replace the equipment with equivalent or higher equipment model as per latest industry standards at no additional cost to the Bank.
26	The bidder should provide all necessary hardware and software required to make this solution work as per the specifications. The functional specifications given are minimum. Bidders can quote equivalent or higher technical specifications as per Bank's requirements. The bill of materials (including all items) of complete solution should be submitted along with the bid.
27	The equipment should also be compatible to work with any OEM equipment as well as the existing video system and End Points for Point-to-Point or Multi Point conference as per ITU-T standards. Bidder should provide all components to enable successful implementation and functioning of VC Solution and should ensure that all components should be from the same OEM unless specifically specified. If from other OEM, it should be tightly integrated with proposed solution. For each OEM, the bidder should submit the Manufacturer Authorization Form (MAF) duly signed by the OEM on their letter head.
28	The Bidder should develop a project implementation plan indicating milestones and deliverables to Bank for ensuring the delivery of solution with in stipulated timelines as mentioned in the RFP. The project implementation will be monitored regularly which must be inline as per milestones mentioned in the project implementation plan.
29	The bidder shall submit the necessary requirements of space, power and air conditioning parameters required at Bank's site for installation of entire system at Primary and Secondary Location. Any delay due to lack of coordination shall be accountable to the bidder only.
30	The Central Appliances/ Hardware proposed by the bidder should have dual / redundant hot swappable power supply for each server/ components at DC. The Appliances/ Hardware proposed by the bidder should be rack mountable at DC.
31	Bank should provide the network bandwidth for the in-scope solution. However, bidder should mention the bandwidth requirement for in- scope solution. It is expected that the proposed solution to consume minimal bandwidth, so that it should not impact Bank's day to day business operations. The solution must have in built the bandwidth optimization capability.

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32	The bidder should be responsible for performing all the adequate cabling activity (including laying of the cables) related to Server, appliances, Storage (SAN), LAN, Inter-rack cabling, SFP modules, Patch Panels etc. of the back for successful commissioning of hardware, software.
33	The bidder should provide the detailed technical architecture comprising of hardware (including configuration) with operating systems and other application software in their technical bid.
34	The Equipment, Components, and Solution supplied should be in compliance to all the regulatory and statutory guidelines of Government of India and Bidder should make necessary modification in the supplied solution/components in order to ensure that the supplied components, equipment and software is in compliance with regulatory and statutory guidelines of Government of India for the entire contract period at without any additional cost to the bank.
35	<p>The bidder should propose the components, hardware and solution ensure the compliance of the below mentioned points as per the specification provided in the RFP:</p> <ol style="list-style-type: none"> <li>1. The bidder should provide the Video Conference infrastructure at primary and secondary site containing Multipoint Control Unit along with Firewall Traversal etc.</li> <li>2. Browser based video conferencing solution (as per the Specifications provided), Call control solution integration and other required components should be successfully implemented in the Video Conferencing Solution. All required licenses and software must be included.</li> <li>3. The solution provided should have the capability to record at least 25 concurrent calls.</li> <li>4. The Solution should have the capability to store the recordings for 1000 hours of HD video conferences.</li> <li>5. All the components provided should be from the same OEM.</li> </ol>
36	The bidder should right size the hardware, software and its related services/support in order to meet the requirement as mentioned in the RFP. The proposed solution must be scalable. In case of shortfall, bidder should provide the additional hardware, software and its related services/support at without any additional cost to PSB in order to meet the requirement of the RFP for the entire contract period. Hence the bidder should quote the complete solution with all its components and modules even though it is not specified in the RFP but required for running the solution. The cost of such equipments /modules should be included in the given line items of price schedule only.
37	The bidder should ensure the high availability, adequate redundancy and compliance to SLA and uptime, Scope and Terms & Conditions as defined in the RFP for the entire contract period. The bidder shall submit the uptime report of the

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	primary and secondary setup on daily basis and ensure proactive monitoring with automatic alerting system if any error observed in the system.
38	The bidder should ensure that the OEM support service for VC equipments in the proposed solution is available for the entire contract period. In case of any support/software/equipment issue, bidder should not only inform the bank before hand over but also shall provide the replacement solution/equipment of same/advanced model at no cost to the bank.
39	The bidder should provide the hardware, Software and other solutions with 3 years' warranty. The warranty will commence from the date of acceptance/signoff after installation of the equipment at Bank's Location. Annual Technical Support & Annual Maintenance Services shall be provided during warranty as well as maintenance period. The back to back contract for ATS with OEM shall be done by the bidder for entire contract duration. A copy of the same should be submitted to the Bank for obtaining direct support from OEM if required. Any ATS Support should be in the name of Bank only.
40	<p>The bidder should impart training to the identified officials of Bank of India anywhere across the country on the following areas:</p> <ul style="list-style-type: none"> <li>i. Deployed Solution Architecture and flow</li> <li>ii. Configuring VC solution (HW/SW).</li> <li>iii. Functionalities &amp; configuring of Recording &amp; streaming server</li> <li>iv. Any other IT level feature which deemed necessary to use the proposed VC solution</li> <li>v. Basic user level troubleshooting</li> <li>vi. User Manuals and guides</li> <li>vii. Standard Operating Procedures</li> </ul> <p>The bidder should ensure that training is imparted in a professional manner through qualified personnel's and Course materials would have to be provided for the same.</p>
41	The bidder to provide regular updates/upgrades/patches released by the OEM during the entire contract period and shall document and provide the documents to the bank detailing all the changes in the solution and/or hardware. If required, bidder should provide the training to the bank Officials of all the changes made in the solution at no additional cost during the contract period.
42	The bidder should be responsible for generation and submission of necessary documents required during various phases of project viz. planning, installation, commissioning, rollout, acceptance testing, project diagrams and other reports

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	etc. All such documents shall be considered only after the same is approved by the bank
43	Technical and Functional Specification also forms the part of the Scope of Work. The Bidder must comply to the technical and Functional Specifications.
44	The end to end solution including MCU, Call control and management software, video endpoint, soft client for PC, Mac, Android and iOS should support both IPv4 and IPv6 from day one.
45	The solution should allow users inside the Bank of India network as well as outside the Bank of India network to join conferences. The bidder should implement VC solution in Bank of India's network. Subsequently, Bank of India may go for VC with Internet users. The solution should provide access setup support over Internet Media (Broad Band setup through VPN) to authorized participants.
46	The solution should provide one window for each participant in a single screen during the conference. For example, if there are 20 participants at a time, all 20 windows should be viewed on the screen and the windows should be manageable for convenience.
47	Only licensed copies of software should be supplied and ported on the system. All the software supplied should be of latest version and later upgradation should be done to the latest version. There should not be any additional cost to Bank for installation and upgradation of software in any component of HD Video conferencing solution.
48	During the contract, Bank may procure desktop based VC hardware, Smart VC boards, and IP phones with display (capable of connecting with new VC solution). These devices should have the capabilities of integration with the proposed centralized VC solution (MCU).
49	The hardware should be of scalable, enterprise class, best of breed, tested and latest stable release of OEM.
50	The Utilization of the proposed hardware including all the sub-components should not exceed 60% utilization. In case the utilization exceeds 60%, the additional hardware has to be provided by the Bidder at no additional cost to Bank of India. Bidder should provide monthly report to Bank of India regarding the Utilization of hardware.
51	The VC solution should be scalable and free from any restriction of including other OEM VC solutions/equipment/MCUs/endpoints thus catering to such future needs of Bank of India.
52	Each room should have Voice and Face Tracking to zoom onto the person/s who is/are talking so that a 'telepresence' experience is provided to all the participants

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	at HO. The system should be capable of manually disabling this feature, if required for the conference.
53	The bidder should own the responsibility of maintaining the entire system uptime as per the defined SLAs.
54	It is mandatory that the proposed solution provide multiple levels of access for users, managers, administrators etc., depending on their roles.
55	Undertaking for Back-lining has to be submitted by the bidder on the OEMs Letterhead post issuance of PO by Bank of India before the bidder raise the first invoice to Bank of India, however the bidder should submit the confirmation of back-lining on its letterhead duly signed and stamped that bidder will back-line with the OEM for the entire contract period.
57	The bidder should provide the broadcasting web server and broadcasting setup for any broadcasting on internet channels like dedicated URLs, YouTube, Facebook, instagram, twitter and other channels.
58	The solution should be integrated with bank's SIEM (Security Information and Event management) servers, PUM (Privilege User management) servers. Logs/Statistics of bandwidth utilization and recovery backup tool to view recording of VC events should be provided to bank as per bank's discretion.
59	Soft clients for desktop/laptop should be available for Windows, MAC and other types of Operating systems.
60	Mobile based applications should be available for all Android, Windows and iOS mobile operating systems.
61	The solution should have the functionality to connect mobile users to a video conference.
62	Deployment of clients on laptop/desktop for users to enable integration with the entire solution along with a detailed user manual for setup and use should be provided.
63	If the problem is related to network configuration, the successful bidder should co-ordinate with the Network System Integrator of the Bank to resolve the same. Further if the problem could not be resolved by the FMS team, the successful bidder should arrange senior resource from their end or from OEM <b>onsite</b> to resolve the issue.
64	Knowledge transfer related to VC operations to be provided to Bank officials on time to time (at least once in quarter) for entire contract duration.
65	Successful bidder should submit the Know Your Employee (KYE) documents of the engineers employed for management of proposed VC solution.
66	Back to Back OEM support should be available for the maintenance, support, replacement, upgradation, patches fixes, vulnerabilities assessment based on periodic bulletins issued by the OEM. The OEM Help desk must be available 24x7



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	for components of core HDVC solution in the IST (Indian time zone) and should be accessible by the Bank via Web, Phone and email. If needed the OEM engineer has to visit the Bank site to resolve the issue.
67	Installation of the components of the VC solution should be neat and clean and cabling should be done in managed and structured manner.
68	Successful bidder has to supply and install all the necessary licenses, software and operating systems to meet the intent / specifications of the RFP. The cost of such licenses should be included in VC system cost as mentioned in Bill of Material (BOM) and within the line items as mentioned in the price schedule. Bank will not pay any additional cost/charges for the same.
69	Proposed solution's hardware and software should be upgradable to meet the future requirement without any degradation in the quality of video conferences.
70	The bidder should also provide the collaboration solution accessible via Internet. The solution should be having two or Multi factor authentication and must be integrated with the in-house Video Conferencing system.
71	The video conferencing system must have the ability to pair mobile devices such as Tablets and Smartphones based on iOS or Android or other platforms so that these devices can be used for: 1) View the Presentation that is being shown in the VC call. 2) Add and disconnect call, move the call from mobile device to/ from video unit The system must have the ability to pair with laptop for sending content without any wires to the video unit. In case the above feature is not available natively, then additional components can be provided to achieve this functionality

If Bank of India shifts any of the sites to a new location, the successful bidder shall provide respective services from the new location including decommissioning of the requirement equipment from the current location and commission the items at new location. In addition, if Bank of India opens a new office at any location, the successful bidder shall provide respective services including commissioning of the equipment to the new location as per the commercials.

### **3.2.2 Functional Specifications for Collaboration solution**

- i. Bidder should ensure that the collaboration solution should be compliant with all adequate security standards and developed in line with industry best practices at a minimum and addressing SANS (SysAdmin, Audit, Network, and Security) top 25 programming errors and OWASP top 10 (Open Web Application Security Project) vulnerabilities.

- ii. Bidder should ensure that User Acceptance Testing (UAT) test plans are prepared and, upon successful completion of testing, approved by an appropriate level of bank's management. This includes the following:
  - Functional or source code changes
  - Emergency changes
- iii. Bidder should also ensure that System Integration Testing (SIT) test plans are prepared and, upon successful completion of testing, approved by an appropriate level of management for functional changes to source code. This includes the following:
  - Functional or source code changes
  - Emergency changes
- iv. Bidder should ensure that BOI production data is not used for development or testing purposes.
- v. Bidder should ensure that a source code review is performed prior to implementation of changes to the production environment.
- vi. Bidder should ensure that the development and testing environments are segregated from the production environment.
- vii. Bidder should ensure that all software must be updated/upgraded before reaching EOL (End of Life) or EOS (End of Support) without any extra cost to the bank.
- viii. Bidder should ensure that collaboration solution should be segregated for bank and no other entity should be sharing the resources allotted to Bank. The hosted environment should be minimum SOC-3 compliant.
- ix. The recordings of meetings are stored on the servers/cloud of the collaboration solution setup. It should be deleted from the backup drive as well once user moves recordings from primary drive to local archive.
- x. Biometric/ Fingerprint scan as part of MFA should be a part of collaboration solution.
- xi. VAPT audit on application is conducted regularly and customer data is secured during VAPT testing.
- xii. BOI administrator can manage security configurations for collaboration system tool.



- xiii. User and administrator access control and activity logs are managed and maintained for specific/defined timeframe in the collaboration solution.
- xiv. Data at rest/data in transit must be encrypted for secure transmission. Data purging certificate should be available with OEM to assure preserving and secure disposal of data.
- xv. Solution provider should confirm that it is possible to restrict meeting forwarding feature for unwanted domains.
- xvi. Source Code review should be mandatorily performed prior to implementation of changes to the production environment.
- xvii. There should not be sharing of Bank's data to any other service provider. The NDA should be ensured and submitted.
- xviii. The solution provider must review the security controls for any development or production support activity on quarterly basis.
- xix. The service provider should submit the Solution Architecture along with Network Architecture.
- xx. The solution must have all security features including DDOS Protection, Traffic Filtering, DNS Security and Volumetric attack protection.
- xxi. The Solution should be capable to block sharing of data outside the Bank's domain and support containerization of user data on mobile application.
- xxii. The solution must have periodic dynamic security testing, vulnerability assessment, penetration testing and compliance/mitigation reports should be shared with the Bank.
- xxiii. Video conferencing features should be aligned with bank requirements:
  - HD Video
  - HD Voice
  - Active Speaker View
  - Full screen and Gallery view
  - Simultaneous screen share
  - Virtual Background

- xxiv. Web conferencing features should be aligned with bank's requirements:
- Desktop and Application sharing
  - Personal room and meeting ID
  - Instant or scheduled meetings
  - Chrome & Outlook plug – ins
  - Scheduling / Chrome extensions
  - M4 or M4A local recording
  - Private and group chat
  - Host controls
  - Raise hand
- xxv. Group Collaboration Features should also be aligned with Bank's requirements:
- Breakout Rooms
  - Mac, Windows, Linux, iOS and Android
  - Group messaging and presence
  - Screen share any iPad/iPhone app
  - Co – annotation on shared screen
  - Keyboard/ mouse control
  - White boarding
- xxvi. The following Features should also be leveraged to bank:
- User management
  - Admin feature controls
  - Reporting
  - Custom personal meeting ID
  - Assign scheduler
  - Minimum 1GB of MP4 or M4A cloud recording per user

### **3.2.3 Design & architecture**

- i. Bank expects the successful bidder to submit a detailed plan for designing and implementation of the project which should include the full scope of the project. On acceptance of such plan by the Bank, the successful bidder is required to carry out the implementation including supply, installation, commissioning, testing of equipment, maintenance etc.

- ii. The successful bidder has to prepare test-plan, implementation plan, integration plans and rollback strategies.
- iii. The successful bidder shall prepare the designs, architecture and implement the solution in line with best practices in the industry, regulatory guidelines as modified from time to time or any other law of the land which may be applicable.
- iv. Bank shall not allow to open any non-standard/vulnerable ports on the firewall for implementation of the solution.
- v. The successful bidder shall prepare HLD and LLD in consultation OEM and Bank for rollout. The design should be Successful bidder and OEM certified.
- vi. Successful bidder needs to prepare a detailed execution plan. The complete documented plan must be submitted to Bank with supported designs and drawings (if any) within 2 weeks of issuance of purchase order. The actual execution will start only after approval of plan.
- vii. The plan shall include deployment schedule; installation of the equipment shall be done as a planned activity on a date & time of approved deployment schedule.
- viii. Design and document a Project implementation plan with significant milestones marked on it.

#### **3.2.4 Project Management-**

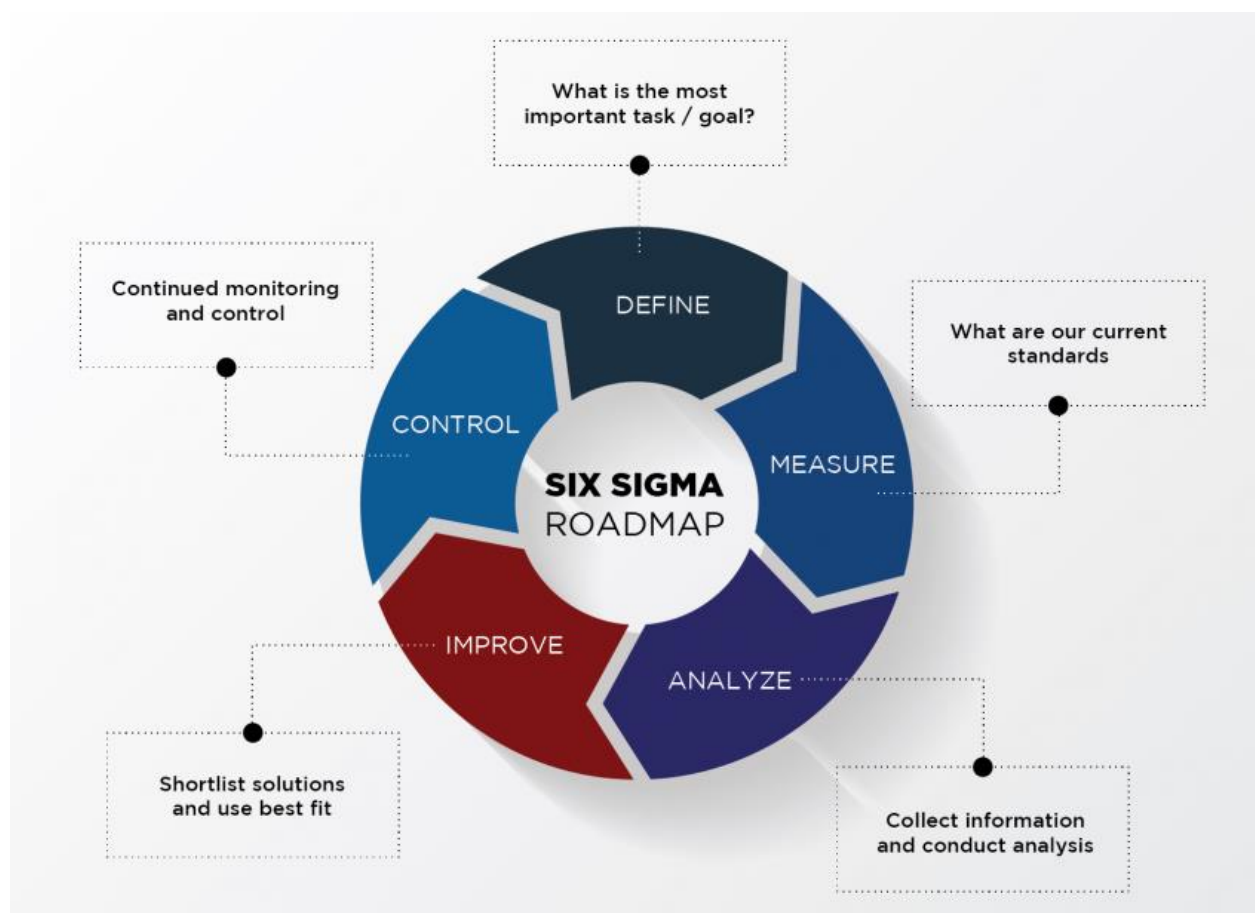
- i. **Project Reporting:** Bidder should submit a weekly report on the development of the project along with reasons of delay, if any. Periodical meetings will be held between the Bidder and Bank of India to review the progress and the Bidder will be required to attend all such meetings and submit the minutes of the meeting with Bank of India detailing all the points of discussion within 2 days of the meeting.
- ii. **Preventive Maintenance:** Bidder shall carry out preventive maintenance at least once in quarter in consultation with the Bank of India team during the warranty period as well as in the subsequent Support period. Preventive Maintenance will include replacement of worn-out parts, checking diagnostic etc. In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration or higher), so that the work of the Bank of India is not affected.

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All standard (default) items / components and optional items / components, if any, should be separately and clearly mentioned. Detailed cost breakup should be furnished in the Price Schedule as per the format prescribed.

Technical specifications of the equipment offered (against the requirements specified) as well as the Technical Details (in the prescribed format) should be furnished along with the Bid, for all the standard and optional items if any offered. Otherwise the offer would be treated as Non-responsive.

**iii. Project Management Approach:**



### **3.2.5 Proof of Concept:**

- i. Bank of India may ask the bidder to perform Proof of Concept (POC) of the quoted models of endpoints within 7 days from the date of intimation from Bank of India during the technical evaluation.
- ii. All and any cost associated with POC (including provision of Servers, technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and Bank of India will not bear any cost.
- iii. Bank of India reserve its right to extend/ shorten the period of POC if needed.
- iv. The POC would be done to check whether the quoted model meets the requirements of Bank of India. POC has to be conducted in the Bank of India Designated Premise in front of the Bank of India Officials and bidder should keep the POC Infrastructure in Bank of India Premises till the POC activity gets completed for all the bidders.
- v. If the Quoted Product/model is found to be not meeting the Bank of India Requirements, till the satisfaction of Bank of India Officials, then, the bidder should provide the higher model and perform the POC of the higher model quoted in the Bank of India Premise at no additional cost to Bank of India. No Additional Charges will be paid by Bank of India for the higher model.
- vi. If the bidder model is not found satisfactory by Bank of India Officials, Bank of India may technically disqualify the bidder.
- vii. Any bidder who is not complying with the above POC will be technically disqualified.
- viii. Bidders who have failed in the POC will automatically stand disqualified technically.

### **3.3 General Requirements, AMC and Facility Management Support**

- I. Bank is not liable or bound to procure VC system or its endpoints at once. Bank may undertake phase wise procurement of VC endpoints.
- II. Bank may procure any VC endpoint with required quantity (not limited to specific number) and may discontinue any end point at any stage, at its sole discretion.

- III. The VC systems, front end as well as backend are to be provided for a period of five (5) years with 3-year warranty and 2 year AMC, from the date of acceptance by the Bank against the PO issued.
- IV. The proposed VC system should be technologically backward compatible i.e. the selected bidder has to integrate the devices with existing setup (endpoints). The VC system shall include all components and subcomponents (if applicable) and the bidder at no extra cost to the Bank should supply other components. The bidder should have back to back compatibility with our existing OEM (M/s Polycom) in this regard. The selected bidder shall undertake AMC of OEM devices as long as they are NOT declared end of support by the respective OEM.
- V. The bidder shall ensure that any new version/update/service pack/upgrade of the proposed VC solution when released by the OEM, the same to be communicated by OEM/ bidder within seven (7) days of such release, during the contract period, without any additional cost to the bank during the contract period.
- VI. The bidder shall follow all respective technical/statutory guidelines, validations, SCD should be implemented, checked & verified, and related reports including SOP, SCD, Software Integrity Certificate and VAPT Clearance must be submitted, duly certified by OEM to the Bank for sign off the successful installation.
- VII. The bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc. during the contract period and Integrity certificate should be submitted to the bank as per the related format.
- VIII. The bidder must have an arrangement with the OEM such that the bidder/ Bank' SI/ Bank should be able to log a call with the OEM directly for remote/ on-line support.
- IX. The bidder should have a 24x7x365 days support contact center in order to log the calls. The contact center numbers should be provided to the Bank along with the escalation matrix mentioning the contact person's name, number and designation in the company.
- X. During the period of the contract, all upgrades or requirements software, licensing, implementation of upgrades/patches/ version changes, etc. due to whatsoever reason including but not limited to EOL or EOS, would be done by the bidder without any additional cost to the bank.
- XI. The bidder shall prepare the SOPs (Standard Operating Procedures) with periodical review as per industry practices and regulatory guidelines. The drafted SOPs shall be submitted to the Bank for its review and approval.

- XII. The bidders shall also provide the following documents as part of the deliverables of the project.
- a. Original manuals of all proposed hardware/software/applications
  - b. Standard Operating Procedures
  - c. Installation & Technical Configuration Documents
  - d. Network & Security Design Documents (Will be approved by the Bank)
  - e. Troubleshooting Manual
  - f. Executive summary report for the project to the management
  - g. Functional and operational requirements
  - h. Project design/plan
  - i. Product description
  - j. Guidance for best practices, implementation guidelines
  - k. User acceptance test plan, if any
  - l. Training materials
  - m. Once a year health check-up report by OEM.
- XIII. The bidder shall implement all the functionalities proposed in the technical specifications & demonstrate the same to the Bank team for complete sign off the solution.
- XIV. The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/database administrative documents, debugging/ diagnostics documents, test procedures etc.
- XV. If there are any upgrades to the source systems, then it will be bidder's responsibility to ensure that appropriate integration and on-call/ on-line support in deployment is provided without affecting the normal course of business.
- XVI. All endpoints purchased through rate contract should have warranty of 5 years.
- XVII. Successful bidder shall follow all the guidelines as per new labour code 2020 during procurement of skilled/technical resource. Necessary documentation (payroll/ payslip) should be submitted to bank/authorities of labour department, if asked during the contract duration.

**NOTE:** The bidder may obtain the related details after depositing the bid cost and submission of the necessary documentary proof related to conformity with eligibility criteria as per Clause 3.4 and production of Original stamped Non-Disclosure Agreement (on stamp paper) and Pre-Integrity Pact (on stamp paper) with the Bank.



### **3.3.1 ANNUAL MAINTENANCE CONTRACT**

- I. The contract will be on comprehensive onsite basis, inclusive of repairs and replacement of spare parts including all plastic parts etc. without any extra cost to the Bank.
- II. The bidder should carry out periodic preventive maintenance activities on all the equipment under AMC. This includes periodic cleaning and replacement of parts that are subject to wear and tear, without any cost to the bank including plastic parts.
- III. The bidder would be responsible to manage/maintain an Asset Inventory based on the Equipment Unique Serial No, including the hardware movement information from one location to another. The bidder will be required to check and monitor the progress of next delivery and installation.
- IV. The bidder would be required to maintain location wise inventory list and submit to our office, on quarterly basis, duly updated with details of new installation, if any and incorporating the hardware movement during the period under reference.
- V. The bidder would also be required to install Bank's licensed version of antivirus and other authorized software wherever required.
- VI. Replacement of parts will be at the bidder's cost with original spares of the brand/make/model or reputed makes with best quality spares. A working VC system or peripheral will have to be provided by the bidder to facilitate temporary replacement. The all spare parts should be readily available onsite or at the nearest warehouse to ensure timely resolution to meet the SLA as per RFP Terms.
- VII. While shifting any VC hardware out of the Bank's premises for repairs, the bidder will have to arrange for suitable replacement of the respective hardware.
- VIII. The bidder shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part.
- IX. It shall be the responsibility of the bidder to make all the computers and peripherals related to VC setup work satisfactorily throughout the contract period and to hand over the systems in working condition to the Bank after expiry of the contract. In case any damage is found, the firm is liable to rectify it even after the expiry of the AMC.

- X. The bidder should be an authorized service provider for reputed manufacturers and must have requisite expertise in providing maintenance of computers (related to AV-VC system) and peripherals of various brands/make.
- XI. Bank may change some of the existing video conferencing devices during the AMC contract period. In such cases, AMC will be paid to the bidder on pro-rata basis after deduction of any LD or penalty due to deficiency in the services. The facility management support (count of resources) will also be ordered by the Bank as per the requirements. The count may increase or decrease from the mentioned count in the RFP.
- XII. The bidder, in their own interest, has to deploy its engineers well in advance, before the expiry of the current contract with the existing vendor, in order to understand the job from the existing vendor. This would help in your execution of work when the actual contract commences.
- XIII. The VC Systems/machines shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.
- XIV. The contract will be effective for a period of 5 years. The bidder will have to enter into necessary contract with the bank. The contract may be renewed for further period/s of specific duration/s as may be mutually agreed upon by the parties hereto.
- XV. The commercials under FMS will be applicable only from the date of transition sign-off i.e. takeover and handling of end-to-end operations by the selected Service Integrator/ bidder for above mentioned scope.
- XVI. The AMC should be minimum 12% of respective line item cost as per price schedule.

### **3.3.2 FACILITY MANAGEMENT SERVICES**

1. Total number of 7 service engineers are to be stationed at Bank's Head Office for the purpose of Facility Management of VC systems. Timings for all working days is from 8.00 AM to 8.00 PM or as per Bank's requirement. The FMS team has to come on holidays/ Sundays and will have to work for extended working hours as per bank's requirement. The bidder may factor the additional resources if required for fulfillment of SLA and scope as mentioned in the RFP. The bidder should factor

such requirements within the line items and count as mentioned in the price schedule only.

2. In case of equipment that are not under AMC, but are under warranty/ services of some other vendor, the bidder would be required to perform the initial scrutiny/diagnostics only and try to resolve the call / complaint by following up with the respective vendor/s by adhering to laid down call resolution procedure without violating the standard warranty clause/ Service Level Agreement of the other vendor/s.
3. In case the call / complaint is not resolved, the bidder will have to log a complaint with the supplier / service provider and monitor the call till its resolution. The bidder will be required to provide the Bank with Help desk / call resolution statistics on daily basis. The details provided should include:
  - Calls logged on daily basis with time & allotted call/complaint number /equipment make / model / Sr. Nos.
  - Nature of complaint.
  - Statistic on the response time / resolution time.
  - Monitoring / follow-up with the supplied service provider in case of equipment under warranty.
  - Location address of complaint
4. The engineers may also have to work on holidays and after office hours, if necessary.
5. The engineers should be equipped with mobile phones at bidder's cost for quick communication. If any engineer is given leave by the company, a suitable replacement will have to be provided.
6. The bidder will ensure the availability of professionally experienced team to provide the required on-site operation and maintenance on 24 x 7 basis as mentioned in the RFP. If bank requires any additional support other than above, same should be provided by bidder without any additional cost.
7. The bidder has to perform day-to-day administration and maintenance of the entire VC infrastructure as per proposed solution.
8. The count of resources and teams are provisional and illustrative and may be increased /decreased as per requirements of the bank time to time. The bank may

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place Purchase Order for any quantity as per its discretion based on required quantity.

9. The bidder may provide additional man power also if required to maintain the SLA and uptime and comply with T&C of the RFP without any additional cost to the Bank. These resources if provided shall abide with all related terms and conditions and interviewed by bank team before on boarding.
10. All resources shall be interviewed by the bank team before deployment on site. If not found suitable as per Banks' requirement, Bank will not permit the deployment of such resource(s).
11. The bidder shall ensure fit and proper (skill set, qualifications) certificate from Bank team. The bidder shall ensure police verification and all kind of background checks of the resources to avoid any roguish activity.
12. The bidder will ensure the availability of following level of experienced manpower for entire period of contract. BOI will assess the experience of the proposed manpower before deployment of onsite engineer. The relevant supporting documents (Experience certificate) should be produced at the time of assessment.
13. The bidder should report immediately if any existing manpower goes on leave or is replaced. New manpower on specific role should be approved by the bank. Also the Bank reserves the right to call for replacement of manpower if the deployed manpower is not up to the satisfaction of the Bank by giving 30 days" notice period to successful bidder and can ask for replacement.
14. As a part of problem management, L2/L3 will assign calls to all the L1 / field technicians. Once field related problem is resolved the open call should be closed. If any support is required from OEM side, he has to co-ordinate with all OEM / service provider.
15. It is the responsibility of the bidder to check the inbuilt redundancies within the network devices on regular basis. In case any hardware fault is identified during routine check-up, faulty item needs to be replaced within 3 working days to bring back the original redundancies.
16. The bidder deputed team should have direct access to the OEM Technical Assistance Centre (TAC) on 24x7 basis

17. The bidder has to check the power condition, UPS backup, UPS load and all the components across the VC Infrastructure equipments at DC & DR.
18. Event management for the tickets, following up with internal teams, customers and vendors.
19. Responsible in meeting resolution SLA.
20. Follow up with customers to ensure issue has been resolved.
21. Follow standard help desk procedures
22. Routing calls / cases to respective teams - Skill based routing
23. Providing technical assistance for questions and problems
24. Remotely accessing hardware or software for clients to make changes and fix problems
25. Escalating issues to L2, L3 and other NOC support engineer.
26. In case of replacement of resource, the bidder shall ensure the availability of equally competent resource well with in time. Specifically, the bidder shall provide replacement and overlapping of resource post approval from the Bank, as per below timelines:
  - a. For L1 Resources - 7 days Overlapping and Handover time
  - b. For L2 Resources - 14 days Overlapping and Handover time
  - c. For L3 Resources - 1 month Overlapping and Handover time
27. The Successful bidder should inform the Bank in writing preferably in advance about the change of engineer under unavoidable circumstances.
28. The successful bidder should conduct proper security and background checks of the FMS resources before deploying on the site.
29. Tenure of the FMS resources will start from the date of signing of acceptance and fit and proper document with the bank.
30. The Payment towards FMS resources will be made at quarterly intervals after successful completion of services, on the expiry of each quarter of the year after

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deducting penalties, if any. The bill should be submitted at the end of each quarter along with satisfactory performance as per scope and uptime report of the entire setup. The FMS resources shall sign on muster roll and issued with access cards and punch/sign the same on daily basis which will be submitted in soft and hard copy of the records along with quarterly payment claimed by the bidder for catering of services as per scope.

31. The FMS resources have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the Bank that data has been compromised/disclosed/misused/misappropriated then Bank would take suitable action as deemed fit and selected successful bidder would be required to compensate the Bank to the fullest extent of loss incurred by the Bank. Successful bidder is expected to adhere Bank's request for removal of any personnel, if Bank notice any negligence/gross misconduct/violation of trade secret/disclosure of Bank's data to third party and any decision of the Bank in this regard would be final and binding upon the selected successful bidder.

**Skills:**

- Person should have adequate knowledge of networking devices.
- Sound analytical and troubleshooting skills
- Good Team Management and co- ordination skills

Engineers deployed at the site/s, should be equipped with all the necessary hardware/software tools that may be required for trouble shooting.

**The Onsite Resource Qualifications:**

Sr. No.	Level of resource	No of resources	Required educational qualifications
1	L1	3	Should be Diploma/Graduate in IT / Computer Science/ Electrical/Electronic, preferably, BE/B. Tech/MCA with minimum 3 years of relevant and 5 years of total experience in the field of handling video conferencing solution.

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			Should be certified with OEM certification for the solutions part of this RFP.
2	L2	2	Should be Diploma/Graduate in IT/Computer/ Electrical/ electronic, preferably, BE/B. Tech/MCA with minimum 5 years of relevant and 7 years of total experience in the field of handling video conferencing solution.  Should be certified with OEM certification for the solutions part of this RFP.
3	L3	2	Should be Diploma/Graduate in IT/Computer/ Electrical/ electronic), preferably, BE/B. Tech/MCA with minimum 7 years of relevant and 10 years of total experience in the field of handling video conferencing solution.  Should be certified with OEM certification for the solutions part of this RFP.

\* Preference will be given to resources having specific certification in handling VC operations along with minimum 5 years' experience.

**Project Manager:**

One project manager should be assigned by the selected bidder as a part of support who will be responsible for followings:

- Act as a Single Point of Contact (SPOC) for the entire project.
- Responsibility for the entire execution & management of the project after receipt of purchase order and overall monitoring of project.
- Coordination for Delivery/Installation of New hardware in stipulated time frame.
- Call flow management, Quality Service Delivery.
- Overall monitoring and management of managed VC solution and related services.
- SLA management and reporting.
- Submission of periodical Reviews and reports required by Bank.
- Crisis management and Emergency response procedures.
- Preparation and submission of detailed Project documentation to Bank (Purchase Order wise) and progress of initiatives taken by Bank.

The Successful bidder shall submit to Bank, the name and contact details, including address, telephone number, mobile number, email address of the nominated Project Manager. It is mandatory for the concerned Project Manager to have structured meeting



with Network team at Corporate Office once a week, during the implementation period from the date of receipt of the first Purchase Order by the successful bidder. Weekly meetings should be held till the project is entirely rolled out.

**Single point of contact:**

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP. The selected Bidder shall provide support services which include installation of servers by providing onsite support on next business day, response and resolution at Mumbai during contract period after the acceptance of the hardware and software. In case of any failure of Hard Disk or any other components during the warranty period then the Bidder shall replace such components immediately.

**3.3.3 Compliance with Bank's/RBI Information Security Guidelines**

1. The proposed HDVC solution should provide adequate security in terms of authentication for joining the video conference.
2. Successful bidder shall ensure that during various phases of implementation, the performance, security, etc. is not compromised.
3. The successful bidder shall have to comply with Bank's Corporate Information Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Successful bidder. Some of the key areas are as under:
  - i. Responsibilities for data and application privacy and confidentiality.
  - ii. Responsibilities on system and software access control and administration.
  - iii. Custodial responsibilities for data, software, hardware and other assets of Bank being managed by or assigned to the Successful bidder.
  - iv. Physical Security of the facilities.
  - v. Incident response and reporting procedures
  - vi. Password Policy.
  - vii. Access management Policy.
  - viii. Acceptable usage Policy (Authentication and Identity Management, Authorization and access control).
  - ix. Data Encryption / Protection requirements of Bank.
  - x. Cyber Information Security Policy
  - xi. Auditing.

- xii. In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured.
- xiii. Responsibilities in carrying out background verify.

### **3.4 Eligibility Criteria**

**3.4.1** The bidders who fulfill the following criteria are eligible to respond to the RFP. The bidder has to submit the supporting documents pertaining to the eligibility criteria along with the Technical Bid. The bids who do not fulfill any of the following eligibility criteria are liable to be rejected.

- i. The bidder should be a registered company in India as per Companies Act 1956 / 2013 and must be in existence for the last 5 years on the date of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with the copies of Memorandum and Articles of Association have to be submitted along with the technical bid.

**Note** – In case of MSEs only, the count of years may be relaxed subject to meeting the quality and technical specifications.

- ii. The bidder must have minimum annual turnover of Rs.100 Crores (not inclusive of the turnover of associate companies) for each of the last three (3) financial years, i.e. FY 2018-19, FY 2019-20 and FY 2020-21. The bidder should also be in net profit or Positive Net worth after tax during these three financial years (Certified / Audited Balance Sheets and P&L statements for the last 3 financial years should be submitted in support of the turnover and profitability). In case of MSE, the relaxation can be given if the bidder is technically eligible.

**Note** – In case of MSEs only, the turnover may be relaxed subject to meeting the quality and technical specifications.

- iii. The bidder should be the Gold Partner/Premium Partner for the last 1 year on the date of RFP, with an authority to sell, upgrade, supply, service and maintain the proposed products during the entire period of contract with the Bank.

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The Bidder needs to submit Manufacturer Authorization Form (MAF), having reference to this RFP, from respective OEMs stating that bidder is authorized partner and is authorized to participate in this RFP.

The bidder must submit a letter from the OEM confirming the “Back-to-Back” agreement / arrangement for next 5 years to Bank of India, if the contract is awarded to the bidder.

- iv. The bidder should not have been blacklisted by Public Sector/Private Sector Bank in India in the past or present. A self-declaration letter by the bidder, on the Company’s letterhead should be submitted along with technical bid.
- v. All/ Proposed OEM Product(s) as solutions should have been procured and implemented in Public / Private Sector Bank / BFSI Sector/ Govt. Enterprise in India in the last 3 years and presently under support. Bidder should submit the supporting document on the same.
- vi. In the response to the RFP, both bidders i.e. OEM (in individual capacity) and OEM with SI cannot bid simultaneously i.e. either OEM (Original Equipment Manufacturer) in individual capacity or OEM with SI i.e. Their authorized distributor/partner in India can bid in the RFP.  
In case, both OEM (in individual capacity) and OEM with SI submitted the bids, the bid submitted by OEM (in individual capacity) will be considered.
- vii. The bidder has to submit Integrity Pact (IP) duly signed by authorized signatory as per the format “Format 6.18” mentioned in the RFP, on stamped paper at the time of bid submission. The bid shall be liable for rejection in case of non-submission of IP. (Format 6.18)
- viii. The bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.
- ix. The Auditor/ Firm/ Company/LLP or its group company / subsidiary company / holding company /affiliate /associate company / partner should have never been black listed and/ or banned

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and /or barred and /or disqualified and or prohibited by SEBI and /or RBI and /or NCLT and/ or NCLAT and / or any court of law and / or quasi-judicial authority / and or any other statutory and/ or regulatory authority, in undertaking any work directly or indirectly which is required to perform as stated in this RFP and/ or issuance of any certificate of audit directly or indirectly with respect to the work stated herein the RFP.

- x. The proposed solution is in adherence to the statutory guidelines and its subsequent amendments (in present and in future)
- xi. The bidder should have branch / service centres / franchises at Mumbai, Bengaluru and other places in India. List of branch / service centre / franchises with full details of Name, Address / Telephone Numbers should be attached.
- xii. The bidder must have deployed and must be maintaining video conferencing solution with central/backend infrastructure for 3 customers in India with 50HD port, of which 2 customers must be public/ private/ BFSI/ Government/ PSU.

Bank reserves the right to verify references provided by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding up on the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.

**(Above details are MANDATORY and must be included in the technical bid. Without the above details, the Bid is liable to be rejected. POCs done will not be treated as experience of the Bidder.)**

**3.4.2** A summary of deployment/ implementation establishing the Bidder's experience and OEM/product capability must be enclosed with the Technical Bid, giving the following details:

- Name of the Client.
- Number of branches.
- Nature of the Project.
- Scope of the Project.

- Project Deliverables.
- Hardware and Software environments of the Project.
- Architecture of the solution implemented, including network architecture.
- Date of award of Contract.
- Date of commencement of the Project.
- Date of successful commissioning of the Project (Pilot / Live).
- Whether the Project has been vetted / audited by any independent Agency/ Institutional Consultants of Repute, and if so, outcome thereof.
- Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Enclose copies of purchase orders).

### **3.4.3 Make in India Clause**

#### **3.4.3.1 Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 29, 2019. Revision issued letter No. P-45021/2/2017(BE-II) dated June 04, 2020.

(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

(b) The local supplier at the time of submission of bid shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies).

#### **Restriction on procurement due to national security**

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Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 1. In case of a partnership firm, the beneficial owner is the natural person(s) • who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**3.4.3.2 CERTIFICATE OF LOCAL CONTENT**

Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letterhead with Registration Number with seal.(Format 6.33)



### **3.5 Cost of Bidding**

- 3.5.1 All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 3.5.2 The Bank will in no case be responsible or liable for any of such costs, regardless of the conduct or outcome of the Bidding process.

## **B. The Bidding Documents**

### **3.6 Content of Bidding Documents**

- 3.6.1 The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:
- (a) PART 1 - Disclaimer
  - (b) PART 2 - Invitation to Bid (ITB)
  - (c) PART 3 - Instruction for The bidders (IFB)
  - (d) PART 4 - Terms and Conditions of Contract (TCC)
  - (e) PART 5 - Technical Specifications (TS)
  - (f) PART 6 - Bid Forms, Price Schedules and other formats (BF)
  - (g) PART 7 - Other Terms and Conditions (OTC)
- 3.6.2 The bidder shall ensure to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of the Bid.

### **3.7 Clarification of Bidding Documents**

- 3.7.1 The bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Invitation to Bid on or before 11.10.2021 up to 16:00 hours as per requisite format for submission of pre-bid queries.
- 3.7.2 A pre-bid meeting is scheduled on 12.10.2021 at 15:00 hours. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the

same will be put up on the Bank's Website.

### **3.8 Amendment of Bidding Documents**

- 3.8.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective bidder, may modify the Bidding Document, by amendment.
- 3.8.2 Notification of amendments will be published on the Bank's Website and will be binding on all the bidders.
- 3.8.3 In order to allow prospective bidders reasonable time in which to consider the amendment in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

## **C. PREPARATION OF BID**

### **3.9 Language of Bid**

The Bid prepared by the bidder, as well as all correspondence, documents relating to the Bid exchanged by the bidder and the Bank, supporting documents, and printed literature shall be written in English.

### **3.10 Format and Signing of the Bid**

- 3.10.1 Each bid shall be in three parts:-

Part I- Pre-qualifying Bid

Part II- Technical Proposal.

Part II- Price Proposal.

The three parts should be in three separate covers, each super-scribed with the name of the Project as well as “**Pre-qualifying Bid**”, “**Technical Proposal**” and “**Price Proposal**” as the case may be.

- 3.10.2 The Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.10.3 Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person signing the Bids. The Bank reserves the right to reject bids not confirming the above.

### **3.11 Documents Comprising the Bid**

3.11.1 Documents comprising the Pre-qualifying Bid envelope should contain the following:

- a. Bid Cost and Bid Security declaration as mentioned in the RFP or Valid Certification for waiver of Tender fees for Micro and Small Enterprises
- b. Conformity to Eligibility Criteria as per Format (all related letters, references undertaking must be attached in original to avoid disqualification of the bid)
- c. Non-disclosure Agreement on stamp paper as per Format 6.2
- d. Pre-Integrity Pact on stamp paper as per Format 6.18

3.11.2 Documents comprising the Technical Bid envelope should contain the following:

- e. Organizational Profile as per Format 6.10.
- f. Conformity to Eligibility Criteria in accordance with clause 3.4 as per format 6.16.
- g. Technical Bid Form as per Format 6.1.1 and duly signed by the Bidder.
- h. Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document.
- i. Bid Security declaration as per format 6.4.
- j. Manufacturer's / Producers' authorization form as per Format 6.8 wherever applicable.
- k. Service Support Details form as per Format 6.11.
- l. The SIs undertaking for support services as per Format 6.14 that adequate specialized expertise are available to ensure the fault free operation of the proposed

solution and maintenance during the support period.

m. A Complete Bill of Material with quantity, module name, version etc. as per Format 6.13. Please note that no price should be mentioned in this Format.

n. A full description of the Technical Solution and its compliance, which must comply the specifications of the solution as described in PART 5 - Technical Specifications and scope in the form of literature, drawing and data.

o. Details of Projects Handled / Referral Letters as per Format 6.17.

p. All other formats/letters/undertakings as required in the bid documents

q. Additionally, a masked price bid should be kept with the Technical bid along with Bill of Materials as per Format 6.13, listing the components as listed in the Masked Price Schedule without indicating the price in another separate closed / sealed cover. Please note that no price should be mentioned in this format.

r. While submitting the Bid, forms like those of Bid Security Declaration, MAF as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature on the proposed solution and annual accounts.

### 3.11.3 Documents comprising Price Bid Envelope should include:

a) A Full Price Schedule of the Solution indicating all the components of the solution and services (Format 6.3) and Format 6.13 **with the prices**, in one separate closed sealed cover.

b) The Bid as per Format 6.1.2 as furnished in the Bidding Documents duly signed by the Bidder and completed.

c) Price bids containing any deviations or similar clauses will be summarily rejected.

## 3.12 Bid Submission

The bidder shall complete both the Envelopes of the Bid Forms furnished in the Bidding Document separately. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

### **3.13 Bid Prices**

3.13.1 The prices indicated in the Price Schedule shall be entered in the following manner:

- a) The total price quoted must be **inclusive** of cost of providing software, licenses, services for installation, testing and commissioning of the solution and support, all applicable taxes, duties, levies, charges, etc. plus cost of incidental services such as transportation, insurance, training etc., but exclusive of GST/Sales/Service tax and /or VAT payable in the respective State.
- b) Total contract duration shall be of 5 years.
- c) Prices quoted as above shall be valid for entire contract duration from last date for submission of the tender. **The Vendor cannot quote for the project in part.**

3.13.2 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and shall not be subject to variation in any circumstances or on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.13.3 However, during the contract period, if the market price of services has been on the lower side, the Bank will request the vendor to revise the rates with mutual consent.

### **3.14 Bid Currencies**

Bids are to be quoted in **Indian Rupees (INR)** only.

### **3.15 Documents establishing the bidder's Eligibility and Qualifications**

3.15.1 The bidder shall furnish, as part of its Bid, documents establishing the bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.15.2 The documentary evidence of the bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Bank's satisfaction:

- a) that, in the case of a the bidder offering to supply products and/or systems under the Contract which the bidder did not produce, the bidder has been duly authorized as per authorization Format 6.8 given in the Bid, by the products' producer to supply the products and/or systems in India;

- b) that the bidder has the technical and production capability necessary to perform the Contract as per Format 6.10 (Organization Profile);
- c) that adequate, specialized related software expertise is already available, to ensure that the support services are responsive, and the bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance till the end of support period of 5 years.

### **3.16 Documents Establishing Eligibility of Products and Conformity to Bid Documents**

The bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the bidding documents of all products and / or system and/or services, which the bidder proposes to supply under the Contract.

### **3.17 Bid Security Declaration**

The bidder is required to submit Bid Security Declaration as per Format 6.4 for participation in the RFP.

### **3.18 Period of Validity of Bids**

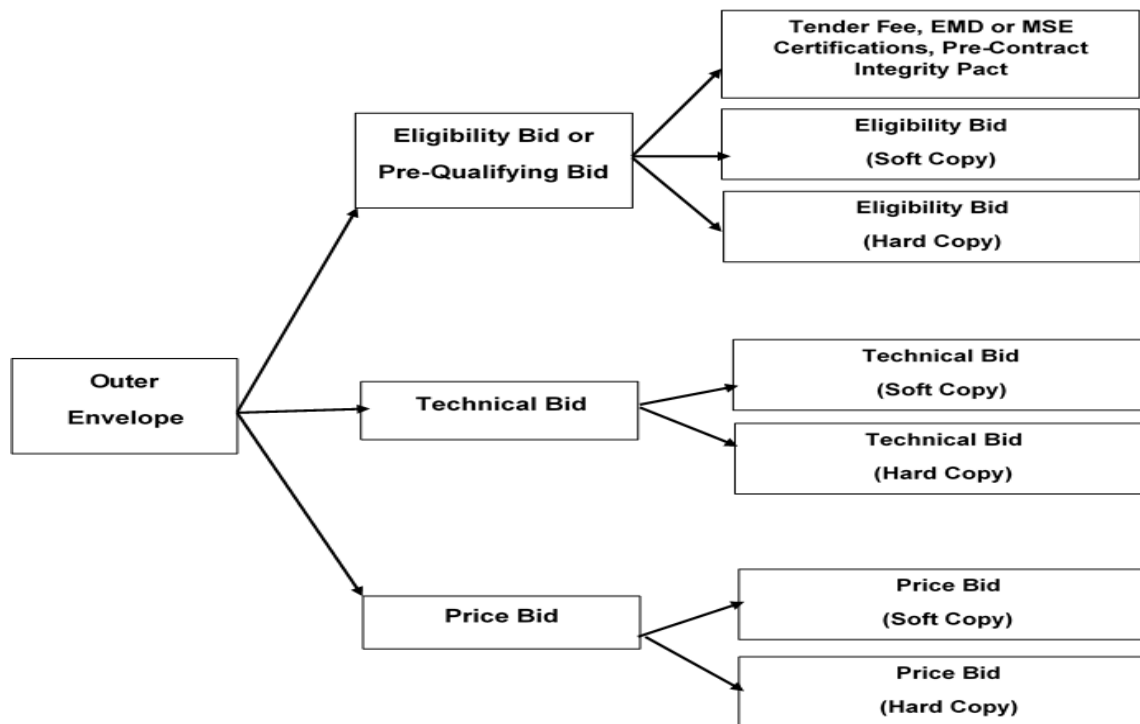
- 3.18.1 Bids shall remain valid for a minimum period of one year, from the date of opening of the Bid. A Bid valid for a shorter period shall be rejected by the Bank as non-responsive.
- 3.18.2 In exceptional circumstances, the Bank may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto, shall be made in writing. The Bid security declaration provided shall also be suitably extended. The bidder may refuse the request without forfeiting its Bid security declaration.

## **D. Submission of Bids**

### **3.19 Sealing and Marking of Bids**

- 3.19.1 The bidder shall seal the envelopes containing “**Eligibility Bid**”, “**Technical Bid**” and “**Price Bid**” separately and the three envelopes shall be enclosed and sealed in an outer envelope. The Bidder should additionally submit soft copies of the Technical Specification in the form of CD.

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3.19.2 The inner and outer envelopes shall:

- a) be addressed to the Bank at the address given; and
- b) Bear the Project Name "**Request for Proposal for Supply, Installation & Commissioning of the Video Conferencing Equipment with Annual Maintenance Contract (AMC) and Facility Management Services (FMS) and Rate Contract for period of 5 years. RFP Ref -----**" and a statement: "**DO NOT OPEN BEFORE (mention respective bid opening dates)**".
- c) All envelopes should indicate on the cover the name and address of the bidder.

3.19.3 The Price Schedule Commercial Bid (Hard Copy) should contain all relevant price information and should not contradict the Technical Bid in any manner.

3.19.4 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid. Bidder needs to submit technical



bill of materials properly mentioning Make/model, part no, version and quantity along with Technical bid.

- 3.19.5 One Separate envelope containing Tender Fee, bid security declaration and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope. The MSE (Micro and Small Enterprises) Bidder should keep valid MSE (Micro and Small Enterprises) Certificates for relaxation in Bid security declaration as per Government Guidelines.
- 3.19.6 If any inner cover/envelop of a bid is found to contain Eligibility, Technical & Commercial Bids together then that bid will be rejected.
- 3.19.7 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 3.19.8 The bidder should guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 3.19.9 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 3.19.10 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

### **3.20 Deadline for Submission of Bids**

- 3.20.1 Bids must be received by the Bank at the address specified, no later than the date and time specified in the Invitation to Bid.
- 3.20.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and the bidders, previously subject to the deadline, will thereafter be subject to the deadline as extended.

### **3.21 Late Bids**

Any bid received by the Bank after the deadline for submission of Bids, will be rejected and returned unopened to the bidder.

### **3.22 Modification and Withdrawal of Bids**

- 3.22.1 The bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 3.22.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
- 3.22.3 No Bid may be modified after the deadline for submission of Bids.
- 3.22.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the bidder's suspension from participation in any future tenders of the Bank for 1 year from the date of submission of Bid

## **E. Bid Opening and Evaluation**

### **3.23 Opening of Bids by the Bank**

- 3.23.1 The bidders' names, bid modifications or withdrawals and the presence or absence of requisite Bid Security declaration and such other details as the Bank, at its discretion, may be considered appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.
- 3.23.2 Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

### **3.24 Clarification of Bids**

During evaluation of the Bids, the Bank, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

#### **Normalization of bids:**

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- ☐ Incremental bid submission in part of the requested clarification by the Bank.
- ☐ Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

### **3.25 Preliminary Examination**

- 3.25.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 3.25.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- 3.25.3 The Bank will first examine whether the Bid and the bidder is eligible in terms of Clause 3.4.
- 3.25.4 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document, without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security declaration, Applicable Law, Performance Security, Qualification Criteria, Insurance, AMC/ATS and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

- 3.25.5 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.
- 3.25.6 Only those the bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised / updated Technical & Technical Specification (if any) arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidders' representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.

### **3.26 Technical Evaluation**

- 3.26.1 Only those the bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation, would be taken up by the Bank for further detailed evaluation. Those Bids, which do not qualify the eligibility criteria and all terms during preliminary examination, will not be taken up for further evaluation.
- 3.26.2 The Bank may use the services of external consultants for technical evaluation.
- 3.26.3 The Bank reserves the right to evaluate the bids on technical and functional parameters, including visit to inspect live site/s of the bidder and witness demos of the system and verify functionalities, response times, etc. in which all the travelling/lodging, etc. expenses will be borne by the bidder.
- 3.26.4 Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank's opinion it is found to be minor deviation or acceptable deviation.
- 3.26.5 The Bill of Materials (with Masked Price Schedule) submitted along with the Technical Bid will be first evaluated and if the Bank, during the evaluation, deems it fit, may request the bidder to revise the bill of materials submitted originally in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise the price bid submitted, it will be considered non-responsive and accordingly rejected.

3.26.6 During evaluation of the Bids, the Bank, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

### **3.27 Opening of Price Bids / Reverse Auction**

3.27.1 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 the bidder, 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, contract, or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

3.27.2 Only those the bidders whose bids are found to be technically responsive will be informed of the date / time / venue of opening of price bids / reverse auction. The Technical Bids will be evaluated as per eligibility criteria. Thereafter the Bank reserves the right of selection of vendor by opening of Commercial Bids or rates quoted by the vendors in reverse auction (who are found eligible after evaluation of Technical Bids).

3.27.3 After opening of price bids and declaring the prices, the Bank will evaluate and compare the Price Bids. Alternatively, the Bank may shortlist the vendors, who were found eligible after evaluation of Technical Bids, for participating in the reverse auction after opening the price bids.

3.27.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful The bidder does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

3.27.5 The Bank's evaluation of a Price Bid will take into account, in addition to the Bid price quoted, one or more of the following factors:

- a) Deviations in payment schedule & Delivery Schedule from that specified;

- b) Deviation in prices quoted;
- c) Other specific criteria indicated in the Bid and/or in the Technical Specifications & Price schedule.

3.27.6 For factors retained in the Bid, one or more of the following quantification methods will be applied:

**(a) Payment schedule.**

The TCC Clause 4.19 stipulates the payment schedule offered by the Bank.

**(b) Delivery Schedule:**

**1. Delivery Schedule for Video Conferencing Solution:**

The delivery all products and/or systems and/or services covered under this bid to be completed within **12 weeks** of issuance of Purchase Order wherein the installation & sign-off to be completed within **16 weeks** from the issuance of Purchase Order,

No credit will be given for early deliveries and installation.

For delayed deliveries and installation, liquidated damages will be applicable as mentioned in the related clause of the RFP.

**2. Delivery Schedule for Facility Management Services:**

The Bidder shall deploy all the facility management services/resources from the starting date of contract. The Bidder shall ensure complete availability in line to requirement mentioned in the scope of Facility Management Support. As FMS is an integral part for ensuring smooth support/services for running of Solution, the availability of FMS as per defined skills, educational qualifications and experience shall be mandatory within stipulated timelines. The bidder shall maintain roster of the resources and publish attendance (with in and out time) sheet with bank. The Roll out team / Implementation team shall be different from regular resources. No credit will be given to early deliveries. For delayed deliveries, liquidated damages shall be applicable as mentioned in the related clause of the RFP.



**(c) Quotation of Prices for all Items:**

The bidder should quote for complete consignment of items proposed / listed in this Bid. In case, prices are not quoted by any the bidder for any specific item / product / service for the purpose of evaluation, the highest of the prices quoted by other the bidders, participating in the bidding process, will be reckoned as the notional price for that product / service, for that the bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other the bidders (whose Price Bids are also opened) for that product / service will be reckoned. This shall be binding on all the bidders. However, the Bank reserves the right to reject all such incomplete bids.

**3.28 Contacting the Bank**

3.28.1 No bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid, to the time the Contract is awarded.

3.28.2 Any effort by a bidder to influence the Bank in its decisions on Bid evaluation, bid comparison or contract award, may result in the rejection of the bidder's Bid.

**F. Award of Contract**

**3.29 Post-qualification**

3.29.1 All the bids, after their evaluation on the parameters mentioned above, would be arranged in ascending order and the L1 bidder would be identified as one successful bidder.

3.29.2 If L1 Vendor fails to execute the order, the Bank will be free to award the contract to L2 Vendor on the same terms at which the contract was awarded to L1 vendor. In case L2 fails to accept the order on same terms within seven days, the bank may award the contract to L3 on same terms and so on.

**3.30 Bank's Right to Accept Any Bid and to Reject Any or All Bids**

3.30.1 The Bank reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders, or any obligation to inform the affected the bidder or the bidders of the grounds for the Bank's action.

3.30.2 After identification of L1 bidder, the Bank will follow the internal procedure for



necessary approvals and thereafter proceed with notification of award to L1.

### **3.31 Award Criteria**

The Bank will award the Contract to the successful bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the highest evaluated Bid.

### **3.32 Notification of Award**

3.32.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful bidder in writing or by fax, that its Bid has been accepted.

3.32.2 The notification of award will constitute the formation of the Contract.

3.32.3 Upon the successful bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful the bidder.

### **3.33 Signing of Contract**

At the time when the Bank notifies the successful bidder that its Bid has been accepted, the Bank will send the bidder the Contract Form as per Format 6.5, incorporating all agreements between the parties. The Bank reserves the right to incorporate additional clauses as per legal and regulatory requirements of the Bank.

### **3.34 Contract Start Date and Duration**

The Contract Term / Project period shall be 5 years from the starting of the contract i.e. date of delivery of Video Conferencing setup and end point devices and sign off from Bank. The setup should have augmentation capacity to cater the future requirements.

**Note:** Notwithstanding anything said above, the Bank reserves the right to reject / award the contract to any vendor or cancel the entire process without assigning reasons thereto.

**PART 4: TERMS AND CONDITIONS OF CONTRACT (TCC)**

**TABLE OF CLAUSES**

<b>Clause No.</b>	<b>Topic</b>	<b>Clause No.</b>	<b>Topic</b>
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4.2	Use of Contract Documents and Information	4.23	Termination for Convenience
4.3	Patent Rights/Intellectual Property Rights	4.24	Resolution of Disputes
4.4	Performance Security/Performance Bank Guarantee	4.25	Governing Language
4.5	Inspection & Quality Control Tests	4.26	Applicable Law
4.6	System & Other Software	4.27	Addresses for Notices
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4.11	Training	4.32	Site Preparation and Installation
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4.15	Contract Amendments	4.36	Repeat Orders
4.16	Assignments	4.37	Limitation of Liability
4.17	Delay in Supplier's Performance	4.38	Indemnity
4.18	SLA, Uptime & Liquidation Damages	4.39	Confidentiality
4.19	Payment Schedule	4.40	Independent External Monitors (IEM)
4.20	Termination for Default	4.41	Prohibition against Assignment, Outsourcing or Sub contract

4.21	Force Majeure	4.42	Inspection of Audit
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#### **4.1. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- 4.1.1. "Solution" means Information Request for Proposal for Supply, Installation & Commissioning of the Video Conferencing Equipment with Annual Maintenance Contract (AMC) and Facility Management Services (FMS) and Rate Contract for period of 5 years. Ref: BOI:HO:IT:VC:0691 dated: 07.10.2021 indicated in Part 5 of this document.
- 4.1.2 "Supplier" is the successful bidder, who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.
- 4.1.3 "The Contract" means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto, and all documents incorporated by reference therein;
- 4.1.4 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 4.1.5 "The Product" means the Central Video Conferencing setup, Annual Maintenance Contract & Facility Management Services & Rate Contract of Video Conferencing System which the Supplier is required to supply to the Bank under the Contract;
- 4.1.6 "The Services" means those services ancillary to the supply of the Products, such as, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Supplier covered under the Contract;
- 4.1.7 "TCC" means the Terms and Conditions of Contract contained in this section;
- 4.1.8 "The Project Site" means the locations where the Video Conferencing solution is to be installed and commissioned, as per Bank's requirements.

In case of a difference of opinion on the part of the bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the bidder.

## **4.2 Use of Contract Documents and Information**

- 4.2.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.2.2 The Supplier shall not make use of any document or information enumerated in this Bidding Document except for purposes of performing the Contract without the Bank's prior written consent.
- 4.2.3 Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and shall be returned (all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.
- 4.2.4 The bidder shall sign a Non-Disclosure Agreement as per Format 6.2.

## **4.3 Patent Rights/Intellectual Property Rights**

- 4.3.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay. The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

## **4.4 Performance Security / Performance Bank Guarantee**

- 4.4.1 The Selected bidder shall furnish an unconditional and irrevocable Bank Guarantee of 3% of the total value of contract, in favour of the Bank, from a scheduled Commercial Bank / Nationalized bank of India, other than Bank of India, towards **performance of the contract** in accordance with the specification and conditions of the bid document and agreed upon on final bid evaluation. The bidder shall submit

the above guarantee within 21 days from the Purchase Order date. The Contract Performance guarantee shall be kept valid up to the end of the contract period i.e. for five (05) years from the start date of the contract, with **continuous period, without any break period**. The guarantee shall contain a claim period of six months from the last date of validity.

- 4.4.2 The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the Service Integrator's failure to complete its obligations under the Contract.
- 4.4.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public Sector Bank in India (Other than Bank of India), acceptable to the Bank in the format 6.6 provided in the Bid. Bank has full right to add further details in the above mentioned performance security format for protecting the bank's interest.
- 4.4.4 The Performance Security will be discharged by the Bank and returned to the Service Integrator within 180 days after the claim period, following the date of completion of the Service Integrator's performance and other obligations under the Contract.
- 4.4.5 In the event of any contract amendment, the Service Integrator shall furnish the amendment to the Performance security within 21 days after receipt of such amendment, rendering the same valid for the duration of the Contract. In the event of any correction of defects or replacement of defective systems during the maintenance period, the performance guarantee for a proportionate value shall be extended for affected duration.
- 4.4.6 The Bank reserves the right to recover any dues payable by the selected the bidder from any amount outstanding to the credit of the selected the bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

#### **4.5 Inspection and Quality Control Tests**

- 4.5.1 The Bank reserves the right to carry out pre-shipment inspection by a team of Bank Officials, of any of the existing live installations of the Supplier, referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder's office.
- 4.5.2 The Bank has the right to inspect, test and, where necessary, reject the Products after the Products' arrival at the destination, shall in no way be limited or waived by reason of the Products having previously been inspected, tested, and passed by the

Bank or its representative, prior to the Products' shipment from the place of origin.

- 4.5.3 Nothing stated hereinabove shall in any way release the Supplier from any obligations under this Contract.

### **Inspection & acceptance procedure**

1. Physical Inspection and preliminary testing of the solution shall be done at Bank, in the presence of representatives of the bidder and will comprise of the following:

- i. All equipment/appliances required for the managed VC solution have to be newly procured for this project. No re-used equipment/appliances shall be accepted.
- ii. Physical verification of equipment as per the supply contract.
- iii. Physical inspection of the equipment for any physical damage.
- iv. "Power on self-test" to ascertain that no product/s is dead on arrival.
- v. Physical verification of Licenses, Software media, technical documentation as per purchase order.
- vi. Registering the Hardware & Software License with OEM for validation and desired technical support.

2. The Goods supplied by the Successful bidder should meet the technical specifications envisaged in this tender document.

3. Acceptance tests should explicitly demonstrate the various aspects mentioned in the technical specifications and the scope of work.

4. The solution will be considered to have been commissioned when all services as described in this tender document are able to run smoothly over the network. Mere installation of appliances/equipment with out-of-the box features will not be considered as commissioning of the proposed solution.

### **4.5.4 Manuals**

- 4.5.4.1 Before the products/system is/are taken over by the Bank, the Supplier shall supply technical/systems manuals for all software supplied and for all interfaces etc. Operation and maintenance manuals for all systems and applications systems, covering at least the operations needed to start, run the system during operational day, close, restore, archive, recover from

failures, and transfer to fallback system/site including business continuity plan to be provided by the vendor. User manuals for the service branch, Branches, for all modules are to be provided for by the vendor. The manuals shall be in English.

- 4.5.4.2 Unless and otherwise agreed, the products and equipment shall not be considered to be completed for the purpose of taking over, until such manuals have been supplied to the Bank.
- 4.5.4.3 The Supplier shall provide one set of Design Manual, System Manual, User Manual and Security Manual for the Application Software. The Supplier shall also provide one Soft copy of each of the Manuals. Soft and Hard copy User manuals shall be provided, commensurate with the number of installations of Products in the Bank.
- 4.5.4.4 Documentation should be comprehensive & include:
  - Product Literature
  - Operating manuals
  - General Specifications
  - Operator Reference manuals for each operator task
  - Messages manuals
  - Documentation on troubleshooting

#### **4.6 System & Other Software**

For the System & Other Software, the following will apply:

The Supplier shall provide complete and legal documentation of subsystems, licensed system hardware and software, licensed utility software and other licensed software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

#### **4.7 Acceptance Tests and Certificates**

- 4.7.1 The Acceptance criteria for the VC equipment for Bank environment is subject to Installation reports and acceptance by the Bank/ Branch officials for installed hardware/software after its successful commissioning and with satisfactory access of all the applications required.



- 4.7.2 The installation reports should be in format duly vetted and checked by the bank officials as per requirements. Installation reports shall be duly signed by Bank/ Branch officials and the bidder's engineer for installed endpoints with satisfactory access of all the applications required.
- 4.7.3 The Acceptance Test Procedures (ATP) to demonstrate the feature, quality, and capabilities of all equipment supplied and installed by the bidder as per bank requirements, such as Hardware, Software (with required licenses) and Network equipment etc. The ATP shall be finalized on basis of scope defined in this RFP with the selected bidder. The bidder shall plan in advance the locations for which the pilot ATP is to be conducted with the bank designated official. The bidder shall demonstrate all the features to Bank Officials for signing the ATP. The bidder and Bank officials shall sign ATP documents after checking all applications accessibility. Pending completion of acceptance tests, the bank reserves the right to use the system and such usage shall not be deemed as acceptance of the system by the selected bidder. Unsatisfactory performance in interconnectivity or integration or migration may result in the Bank's rejection of part or all of the system.
- 4.7.4 On successful completion of the acceptance tests, receipt of deliverables, etc., and after the solution runs successfully after going live and the Bank is satisfied with the working of the solution/system, the acceptance certificate in Format 6.9, signed by the Supplier and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the system/solution proposed. The Acceptance criteria for the Licenses are given under:

The system will be considered accepted (supplied, installed and operationalized) only after operationalization of licenses in DC and DR in high level redundancy which is duly signed/certified by the Bank as per the scope mentioned herein this RFP.

Some of features required to be completed are enumerated below:

- i. The delivered software should correspond to what is stated in the purchase order without deviation, except where mutually agreed upon.
- ii. The deliverables are fully installed and integrated with the existing environment or as directed by Bank.
- iii. Certification from hardware / software OEM's for installation of solution with best practice.
- iv. The user acceptance certificate shall be drafted by the bidder and approved by the Bank. The format shall be part of the project plan document.

- 4.7.5 On successful completion of the acceptance tests, receipt of deliverables, etc., and after the solution runs successfully after going live and the Bank is satisfied with the working of the solution/system, the acceptance certificate, signed by the Supplier and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed the date of successful commissioning of the system/solution proposed.

If, any components and/or software fails to pass the acceptance test, the bidder shall be given maximum 30 days to rectify the defects and pass the acceptance test; failing which Bank reserves the right to get the respective component (Hardware/Software) replaced (replacement to be completed within max 21 days) by the bidder at no additional cost to Bank. If replacement is not done by the bidder, Bank reserves the right to cancel the order and recall all the payments made by Bank or invoke performance bank guarantee. No request for extension of period for rectification of defects will be considered from the bidders. Bank reserves rights in this matter.

#### **4.8 Delivery & Documents**

- 4.8.1 Delivery of the products/software shall be made by the Supplier in accordance with the system approved/ordered. The details of documents to be furnished by the Supplier are specified hereunder:

- i. 3 copies of Supplier's invoice showing contract number, products description, quantity, unit price and total amount;
- ii. Delivery note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable, clean Airway Bill;

The above documents shall be received by the Bank before arrival of products (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

#### **4.8.2 Delivery, installation and commissioning:**

1. Successful bidder shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank.

2. Delivery, installation and commissioning of the Products shall be made by successful bidder in accordance with the system approved / ordered and within the time schedule given in the Scope of work of this document.

3. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in this RFP.

4. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalized as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Successful Bidder has to resolve any problem faced during installation and operationalization.

#### **4.9 Incidental Services**

4.9.1 The incidental services to be provided are as under:

- (a) Furnishing manuals for each appropriate unit of the supplied Products, as mentioned under Clauses 4.8 and 4.33 of TCC;
- (b) Maintenance and software updates of the supplied Products, technical support thereof for a period as specified in the Clause 7.12, from date of go live.

#### **4.10 Annual Maintenance Contract/Support**

4.10.1 The Supplier warrants that the products supplied under the Contract are of the most recent version and that they incorporate all recent improvements in design and / or features. The Supplier further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Supplier that may develop under normal use of the supplied products in the conditions prevailing in India. Professionally qualified personnel, who have expertise in system software supplied by the vendor, will provide these services.

4.10.2 The Supplier shall comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall make such changes, modifications

and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

- 4.10.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this Annual Maintenance Contract.
- 4.10.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective products or part thereof without cost to the Bank.
- 4.10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the 4 hours' time duration from the incident, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which the Bank may have against the supplier under the Contract. The Bank shall also impose penalty as mentioned in clause for such defects in the solution as per Clause 4.18.
- 4.10.6 Please refer to Clause 3 for related scope and Clause 4.18 for details of uptime required by the Bank.
- 4.10.7 AMC for System hardware and Software / off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
- 4.10.8 The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 2 (two) hours.
- 4.10.9 The Supplier shall ensure that faults and failures intimated by the Bank as above are set right within 2 hours of being informed of the same.
- 4.10.10 The Bidder shall ensure re-deployment of Solution at central or remote sites or at endpoints as part of maintenance only. No additional charges shall be payable for re-designing / re-deployment of solution at any or all endpoints including DC and DR sites of the Bank. All activities pertaining to continuity of the solution shall be ensured by the Bidder as part of AMC without any extra cost to the Bank.

#### **4.11 Training**

- 4.11.1 For each deliverables installed, the Supplier should train the designated Bank's technical team in all aspects like resource management of delivered products to

enable them to effectively operate and perform administration of the total system.

The bidder shall conduct the training without any additional cost. The Supplier is also required to conduct mandatory training for customizations / database management with complete certification for the administrators/personnel specified by the Bank without any additional cost.

- 4.11.2 The above training has to be conducted within 3 months of signoff and has to be provided every year to the Bank team.

#### **4.12 Payment**

- 4.12.1 Payment shall be made in Indian Rupees, as per Clause 4.19 for delivering, installing and commissioning of Video Conferencing devices.
- 4.12.2 The maintenance cost shall be paid as per the frequency in arrears, subject to satisfactory services rendered, till that date.
- 4.12.3 Payment against Bank Guarantees (if applicable):
- i. For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a nationalized / public sector bank in India (other than Bank of India), acceptable to the Bank as per Format 6.7.
  - ii. Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation / commissioning of the products/system at their final destination.

#### **4.13 Prices**

- 4.13.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- 4.13.2 The bidder will pass on to the Bank the benefit of discounts, if any, announced in respect of the cost of the items for which orders have been placed during the time of contract period.

#### **4.14 Change Orders**

4.14.1 The Bank may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Technical and functional specifications.
- (b) Services to be provided by the Supplier.

4.14.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.

4.14.3 The Bank reserves the right to alter the number of VC Solutions specified in the tender in the event of changes in plans of the Bank. Any decision of BANK in this regard shall be final, conclusive and binding on the vendor. The Bank reserves the right to place order for **any number of devices (other than MCU)** at cost discovered through RFP during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the VC Solution as mentioned above. Bank reserves the right to alter the quantities at any time without prior notice to the selected vendor(s).

#### **4.15 Contract Amendments**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

#### **4.16 Assignment**

- i. The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.
- ii. Any type of formation of consortium, sub-contracting and joint assignments will not be allowed. Any bid submitted in such way will be disqualified.
- iii. If the bank undergoes an amalgamation, take over, consolidation, reconstruction, merger, 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 and obligations of the bidder under this RFP. However, if the bidder undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc. such act shall not affect the rights and interest of the bank and bidder shall continue to



support bank till the end of contract period as per SLA signed between bank and Bidder.

#### **4.17 Delays in the Supplier's Performance**

- 4.17.1 Delivery of the Products and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Bank.
- 4.17.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s)(if permitted) should encounter conditions impeding timely delivery of the Products and performance of Services, the Supplier shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Suppliers' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 4.17.3 Except as provided in the above clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

#### **4.18 SLA, Uptime & Liquidation Damages**

##### **4.18.1 Uptime, SLA and Penalty -General Terms**

The bidder should provide Premium Support for deliverables provided.

The successful bidder is bound and to comply the Service Levels described below:-

- i. The successful bidder shall have to enter into "Service Levels Agreement" having all terms and conditions of this RFP to maintain uptime and provide the service support and onsite support during the entire contract period.
- ii. Both bidder and OEM will be total responsible for the maintenance, configuration and fault free operations of supplied infrastructure i.e. hardware, software and its maintenance during the warranty and post warranty (AMC/ATS period) period.



- iii. Any technical glitch/ issue in installed infrastructure of the solution (i.e. hardware and software, OS/DB etc)) should be attended on priority and should be covered under warranty/AMC.
- iv. The bidder has to maintain guaranteed minimum uptime of 99.95% for all systems/ solutions supplied under this RFP to avoid any business disruption due to breakdown of system or degraded performance impacting business or unavailability of data. The calculation of uptime will be on monthly basis.
- v. The issue/ break down message may be communicated by Bank team by way over phone / email/ call logging.
- vi. Definition of terms used in this section is as follows:
  - a. **“Downtime”** shall mean the time period for which the specified services / components with specified technical and service standards are not available to Bank and excludes the scheduled outages planned in advance and the bandwidth link failures within SLA limits agreed with network service providers.
  - b. **“Incident”** refers to any event / abnormalities in the functioning of the equipment / specified services that may lead to deterioration, disruption in normal operations of Banks services.
  - c. **“Resolution Time”** shall mean the time taken in resolving (diagnosing, trouble shooting and fixing) an incident after it has been reported to the selected bidder through verbal/email/phone/SMS/other electronic form. The resolution time shall vary based on the category of the incident reported at the service desk.
  - d. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
  - e. **"System downtime"** subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank

and/or its customers log a call with the Bidder of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to the Bank users and Bank customers would also account as “System downtime”

- vii. For penalty calculation, the total time elapsed between the intimation of break down message from Bank side to the vendor and receipt of rectification message from bidder to Bank side will be considered.
- viii. During warranty period, the penalty will be deducted in quarterly FMS payment. In case, Bank is unable to adjust penalty in FMS payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.
- ix. Post warranty period, the penalty will be deducted in quarterly FMS/AMC/ATS payment. In case, Bank is unable to adjust penalty in FMS/AMC/ATS payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.
- x. If the support services is not provided on 24\*7 basis and/or satisfactory services are not provided, Bank with its discretion may reject the proposal / terminate the contract, without assigning any reason.
- xi. For calculation of uptime (penalty), planned/ scheduled down time will be exempted. Bank will pay the Bidder after deducting the calculated penalty from the payable amount.
- xii. The bidder should mandatorily conduct quarterly preventive and breakdown maintenance activities to ensure (without any impact on day to day operations) to maintain uptime of 99.95% uptime on monthly basis covering 24\*7\*365 days.
- xiii. If any critical component of the entire configuration setup is out of service , then the Bidder & OEM shall either immediately replace the defective unit (with new one) or replace it at its own cost or provide a standby , on immediate basis, not

more than 2 hours , the Bidder should maintain proper inventory of standby components for early resolution of issues.

- xiv. If the Bidder, having been notified, fails to remedy the defect(s) within the 2 hours' time duration from the incident, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights, which the Bank may have against the supplier under the Contract.
- xv. The Bidder should comply with the security and audit standards of the Bank and various regulatory guidelines. For this, the Bidder should apply new patches related to OS/ firmware & BIOS updates etc. without any additional cost to the bank, during the contract period.
- xvi. For all issues related to installed infrastructure/ Software, RCA (Root Cause Analysis) to be provided by the respective OEM within 3 working days. The delay in submission will lead to penalty @ Rs. 500/day.
- xvii. Replacement/ Repair of faulty part of provided Solution, Appliance and all other components- All defective parts/ faulty shall be replaced as part of maintenance at no additional cost by the Bidder. Replacement parts shall be new part from the same manufacturer(s) (OEM). Whether a defective item or component is to be replaced or repaired shall be at the sole discretion of the bank.  
  
In the case of a part, the defective part removed from the system will become the property of the selected Bidder.
- xviii. Response Time: Maximum Response Time for Remedial Maintenance under the CONTRACT is measured in elapsed coverage hours from the time a service request is received to the time THE VENDOR's customer engineer arrives at Bank Site.
- xix. Apart from maintaining uptime of 99.95%, for any breakdown / malfunctioning of hardware and its any of the components or accessories or any system software issue etc., the resolution time is mentioned below:-

$$\text{Uptime \%} = \frac{((\text{Number of hours in month} - \text{Number of hours impacted in month}) * 100)}{\text{Total Number of hours in month}}$$

#### **4.18.2 Liquidation Damages/ Penalty for delay**

On Delay in delivery & installation of Video Conferencing Solution under scope of this RFP:

If the **Supplier** fails to deliver any or all of the products and/or systems and/or services solutions within the time period(s) specified in the **Delivery Schedule** i.e. within **12 weeks from the date of Purchase Order** and ; **installation & sign-off within 16 weeks from the date of issuance of Purchase Order**, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to **0.5 percent per week** or part thereof of Contract Price subject to maximum deduction of **10% of the total contract** value or unperformed services for each week or part thereof of delay, until actual delivery, installation or performance as per related clauses mentioned in RFP. Once the maximum deduction is reached, the Bank may consider termination of the Contract at its discretion.

The delivery of product should include the complete product CD and all necessary documentation.

#### **On delay in Deployment of FMS**

The Bidder shall deploy the required resources as per scope under FMS at Bank centralized locations within 6 weeks from the date of Purchase order. If the Supplier fails to deploy the resources within the time period specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct a sum equivalent to 0.5% per week of the total FMS cost for each week or part thereof of delay, until actual delivery subject to maximum deduction of 10% of the total price of the Facility Management Support.

#### **Penalty for downtime:**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



Level of Uptime Per Quarter	Penalty Charges
99.95% and above	No Penalty
99.00% and above but below 99.95 %	1 % of total cost of quarterly payout
98.00% and above but below 99.00 %	2 % of total cost of quarterly pay-out
97% and above but below 98.00 %	5 % of total cost of quarterly pay-out
below 97%	10% of total cost of quarterly payout

In the event of the equipment not being repaired or a workable solution not provided during contract period, a penalty, in addition to the above, per day or part thereof for the delay, will be charged at the rate mentioned below, subject to maximum amount of ten (10) per cent of the total consideration. The successful bidder may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

- ☐ For End-Point dependency: Rs.250/- per day
- ☐ For Central Unit dependency: Rs. 2500/- per day

If the selected bidder fails to guarantee the required uptime, the Bank may extend the whole Warranty/AMC period by two days for every 0.01% or part thereof decrease in guaranteed monthly uptime for each VC device installed. One day is equal to 24 hours.

However, if uptime is less than 99.95%, the Bank shall levy penalty and extension of period as above and shall have full right to terminate the contract. The right of termination shall be in addition to the above extension period or penalty. The above extension and penalty shall be applied for each VC device location separately and the total extension period or penalty shall be calculated cumulatively.

### **Penalty for non-compliance to information security guidelines**

SCD should be implemented, checked & verified, and related reports including SCD, VAPT Clearance must be submitted, duly certified by OEM to the Bank within two days of receiving patch compliance guidelines. Any delay beyond two days will attract penalty of Rs 500 per day thereafter.

### Penalty for Non-availability of FMS

<b>Manpower Management</b>	
Bidder to provide experienced and certified manpower at Bank premises as per RFP. Any gap will attract penalty.	<ul style="list-style-type: none"> <li>• Penalty of Rs. 1000 per day for absence per day or part thereof for each L3 resources in addition to deduction of relevant day's resource's unit cost.</li> <li>• Penalty of Rs. 750 per day for absence per day or part thereof for each L2 resources in addition to deduction of relevant day's resource's unit cost.</li> <li>• Penalty of Rs. 500 per day for absence per day or part thereof for each L1 resources in addition to deduction of relevant day's resource's unit cost.</li> </ul>
Bidder have to replace the manpower if specially asked by the Bank with in a period of one month. A delay beyond next Month billing cycle will attract the penalty.	<ul style="list-style-type: none"> <li>• Penalty of Rs. 300 per day for delay in joining of new resource as replacement for L1/L2 resource.</li> <li>• Penalty of Rs. 500 per day for delay in joining of new resource as replacement for L3 resource.</li> </ul>

### Amendment(s) in the contract / service level agreement

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

#### **4.19 Payment Schedule**

Payment shall be made in Indian Rupees, as given below for delivering, installing, commissioning and monitoring of the Solutions / deliverables as mentioned in the price schedule after submission of uptime and SLA Reports of services, deliverables and solutions of applicable quarter in the format as required or sign-off by the Bank.

##### **A. Payment of Video conferencing solution:**

i. **On Delivery:** Fifty percent (50%) of the Total amount of delivered Video conferencing solution setup with all accessories subject to all supporting documents of evidence of delivery (Proof of delivery) of video conferencing and duly accepted invoice after deducting applicable LD if any.

ii. **On Installation / commissioning and acceptance:** Forty percent (40%) of the amount of commissioned Video conferencing setup on installation and commissioning of the total Solution, and Bank's acceptance of the same as mentioned in Clause 4.7. The delivered Video conferencing setup (in full) which are delayed for installation due to reasons attributed to the bank, bank may consider the payment of installation of these delivered Video conferencing setup (in full) on case to case basis after submission of evidence by the bidder. As stated herein above, for reasons of delays in installation and not attributable to the Bank the liquidated damages shall be levied as per clause 4.18 mentioned in the RFP.

iii. **Balance Payment:** Balance 10% of total amount of ordered and commissioned Video conferencing setup will be paid after the expiry of warranty or submission of bank guarantee of equal amount for advance payment as per format 6.7.

##### **B. Payment of AMC**

The AMC charges of applicable Video conferencing setup shall be paid by the bank quarterly in arrear within forty five (45) days from the date submission of invoice with correct supporting documents and after deducting the applicable penalty. The payment will be subjected to satisfactory services rendered and preventive maintenance carried out as per schedule. The invoice should be clear and with all supporting documents else the payment processing shall be delayed and bank will not be responsible for any delay in non-payment beyond stipulated time to the bidder due to non-availability of supporting documents. The total support period shall be five years from the date of start of contract.

Bank at it's discretion can terminate the AMC contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving three months or 90



days' notice and applicable amount, on pro-rata basis, for the service rendered shall be payable.

**C. Payment terms of FMS**

- i. The Facility Management charges shall be paid by the bank in equal quarterly installments within Forty Five (45) days from the date submission of invoice after completion of respective quarter. The payment will be subject to satisfactory services rendered from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule. Year for this purpose will be calculated from the date of successful installation & acceptance of the hardware. FMS payment to be done at actual attendance basis.
- ii. The start date of FMS will be calculated from the date of deployment of resources at the central site as per project and sign off of Transition of entire setup. The FMS of respective teams shall be started from the date of sign-off of transition/ takeover as per count of resources inline to requirement as per RFP. For the period delayed, the bidder shall ensure business continuity and extend full support through equally skilled resources / implementation team deputed onsite.
- iii. Bank at it's discretion can terminate the FMS contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving three months or 90 days' notice and applicable amount, on pro-rata basis, for the service rendered shall be payable.

All payment invoices should be supported with documents having delivery dates (with bank official signature and stamp) and Installation dates (with bank official signature and stamp). Bidder should ensure the submission of invoices with mentioned documents, in absence of same delay in processing the invoices will be the responsibility of bidder.

The selected bidder shall submit invoice and other documents necessary as per the terms duly authenticating on each document, site-wise, along with the request letter for payment of delivery, installation, AMC charges. The payment shall be directly credited to the designated account provided by the successful bidder through electronically after deducting applicable TDS if any. The payment after deducting applicable TDS will be released by the Bank. The payments will be released only on acceptance of the order and all deliverables by the selected bidder of this RFP and also on submission of contract performance guarantee as per Format 6.6. The bidder shall be responsible for extending the validity date and claim period of all the bank guarantees as and when it is due on account of incompleteness of work under guarantees. The bank shall invoke the guarantee before expiry of validity if the work is not completed and the guarantee is not extended, accordingly.

The annual maintenance cost shall be paid on annual basis, subject to satisfactory services rendered, till that date.

#### **4.20 Termination for Default**

4.20.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) if the **Supplier** fails to deliver any or all of the Products and Services, within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

**OR**

(b) if the **Supplier** fails, to perform any other obligation(s) under the Contract.

4.20.2 In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **4.21 Force Majeure**

4.21.1 Notwithstanding the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.21.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its 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.

4.21.4 If a Force Majeure situation arises, the Supplier shall ensure minimum half of resources strength for ensuring continuity of critical setup. The bidder shall arrange all kind of arrangements, conveyance, accommodation and logistics to their resources for ensuring availability onsite for supporting the operations and continuity of business operations with no extra cost to the Bank. Failing which, the penalty for non-availability of resources shall be applicable in case of force majeure too.

#### **4.22 Termination for Insolvency**

The Bank may, at any time, terminate the Contract by giving 30 days written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

#### **4.23 Termination for Convenience**

The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience by giving 90 days' notice. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

#### **4.24 Resolution of Disputes**

4.24.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.24.2 If the Bank and the Supplier have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.24.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore,

the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.

- (b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and,
- (d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

#### **4.25 Governing Language**

The governing language shall be English.

#### **4.26 Applicable Laws**

The Contract shall be interpreted in accordance with the laws of the Union of India and the bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

##### **4.26.1 Corrupt and fraudulent practices**

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

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

AND

**“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and

includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank, of the benefits of free and open competition.

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

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

#### **4.26.2 Non-transferrable offer**

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

#### **4.27 Addresses for Notices**

4.27.1 The following shall be the address of the Bank and Supplier.

Bank's address for notice purposes:

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

Supplier's address for notice purposes (to be filled in by the Supplier)

.....  
.....

.....

4.27.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

#### **4.28 Taxes and Duties**

4.28.1 The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning excluding GST.

4.28.2 Income / Corporate Taxes in India

The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

4.28.3 Tax deduction at Source

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

4.28.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **4.29 Supplier's Integrity**

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

#### **4.30 Supplier's obligations**

- The Supplier is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- The Supplier will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.
- Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

#### **4.31 Patent Rights/Intellectual Property Rights**

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

#### **4.32 Site Preparation and Installation**

The Bank is solely responsible for the construction of the hardware site in compliance with the technical and environmental specifications. The Bank will designate the installation site before the scheduled installation date, to allow the



Supplier to perform a site inspection to verify the appropriateness of the sites before the installation / commissioning of the software.

#### **4.33 Commissioning of Solution**

The Supplier is responsible for all activities including unpacking and installation of Products. The Supplier will test all system operations and accomplish all adjustments necessary for successful and continuous operation of the solution at all installation sites.

#### **4.34 Technical Documentation**

The Technical Documentation involving detailed instruction for operation and maintenance of the hardware (if any) and software is to be delivered. The language of the documentation should be English.

#### **4.35 Right to Use Defective Product**

If after delivery, acceptance and installation and within the guarantee and AMC period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

#### **4.36 Repeat Orders**

- 4.36.1 Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within the entire duration of contract period the date of acceptance of purchase order by the bidder.
- 4.36.2 The bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.

#### **4.37 Limitation of Liability**

- 4.37.1 For breach of any obligation mentioned in this agreement, subject to clause 4.37.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Project Cost.

- 4.37.2 Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/ Bank's related information to the extent of loss so caused.
- 4.37.3 The limitations set forth herein shall not apply with respect to:
- i. claims that are the subject of indemnification pursuant to IPR infringement,
  - ii. damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
  - iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - iv. when a dispute is settled by the Court of Law in India,
  - v. loss occasioned by non-compliance of Statutory or Regulatory Guidelines.
- 4.37.4 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 4.38) even if it has been advised of their possible existence.

#### **4.38 Indemnity**

- 4.38.1 The Bidder has to Indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) and also relating to and/or resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank by a third party as a result of:
- (a) An act or omission the Company, its employees, its agents, sub-contractors in the performance of the obligations of the Company under this Agreement and/or
  - (b) Claims against the Bank and/or any legal proceedings made by employees or other persons who are deployed by the Company and/or by any statutory/regulatory/ Govt. authority and/or

(c) Breach of any of the material term of this Agreement and/or its Annexures or breach of any representation or warranty of the Company under this Agreement **related to the scope of the RFP and/or contract**, and/or

(d) Violation of the Confidentiality obligations by the Company and/or its officials/employees or any other person employed by them in connection with the Contract, and/or

(e) Any breach of IPR violations by the Company on material if any supplied by Company.

4.38.2 Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

4.38.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.

4.38.4 The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

#### **4.39 Confidentiality**

4.39.1 The Company acknowledges that in the course of performing their obligations under this Agreement, the Company shall be exposed to or acquire Confidential Information of the Bank or its customers/clients. The Company understands and acknowledges that it will be given access to such Confidential Information solely as a consequence of and pursuant to this Agreement.

4.39.2 The Company will, at all times, maintain confidentiality of the Confidential Information and of this Agreement, Information of Bank including of the Bank's Customer, any

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business , technical, financial information / data or any other information disclosed or accessible to the Company for this project whether at the time of disclosure, designated in writing as confidential or not.

- 4.39.3 The Company agrees to keep in confidence and not disclose to any third party and all Confidential Information available to the Company and whether such information is given in writing or oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. The Company agrees that it shall not use, nor reproduce for use in any way, any Confidential Information of the Bank except to the extent required to fulfil its obligations under the Agreement. The Company agrees to protect the Confidential Information of the Bank with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- 4.39.4 The Company shall also ensure that its officials/employees and if Company is permitted by the Bank in writing to assign, delegate or hire another person to assist it in the performance of its obligations under this Agreement, such person also shall maintain the confidentiality of the Confidential Information in the same manner as the Company is bound to maintain the confidentiality.
- 4.39.5 The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.
- 4.39.6 The bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.
- 4.39.7 The bidder acknowledges that Bank's business data and other proprietary information or materials, whether developed by Bank or being used by Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Bank; and The bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the bidder to protect its own proprietary information. The bidder recognizes that the goodwill of the Bank depends, among other things, upon the bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by the bidder could cause damage to the Bank. By reason of The bidder's duties and obligations hereunder, the bidder may come into possession of such proprietary information, even though the bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information

and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. The bidder shall use such information only for the purpose of performing the Services.

- 4.39.8 The bidder shall, upon termination of this Contract for any reason, or upon demand by the Bank, whichever is earliest, return any and all information provided to the bidder by The Bank, including any copies or reproductions, both hardcopy and electronic.
- 4.39.9 The bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code.”
- 4.39.10 The bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation of any such embedded malware / malicious code. The bidder shall further supply a certificate to the Bank in the form Appended herewith.
- 4.39.11 The bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.
- 4.39.12 The Bidder shall abide by the Corporate Information Security Policy/ other applicable IT Policies of the Bank (as amended from time to time), which will be shared by the Bank with the Successful Bidder on need to know basis. The Successful Bidder shall ensure that the equipment/application/software supplied under the RFP shall be compliant with the CISP at all times.
- 4.39.13 The bidder shall submit the background verification and provide the training on information Bank security awareness for their employees, in the case of deputing them to work in Bank premises.
- 4.39.14 The bidder shall provide the DC/DR support for the application / servers hosted on behalf of the Bank and the same to be in line with respect to the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) of Bank’s Business Continuity Policy (BCP).

#### **4.40 Independent External Monitors (IEM)**

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Bank of India has empanelled Independent External Monitors (IEMs) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC).

The details are as under –

1	2
Shri P.K Dash, IAS (Retired) Bhopal Mobile No. 9425011441 Email : pkdash81@gmail.com	Shri Salil Kumar Jha, Ex-MD HAL C 300, SKS Flats, Sheikh Sarai Phase -1, New Delhi – 110017 Mobile No. 9838106717 Email : skjha_lck@rediffmail.com

### **Integrity Pact**

Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) (in Format Pre-Contract Integrity Pact Format 6.18) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of Integrity Pact is attached as per Format 6.18, for strict compliance and mandatorily to be submitted with the bid document by the bidder. The integrity Pact shall be executed on applicable stamp paper and charges of the same shall be incurred by the bidders.

### **Adoption of integrity pact**

Bank of India has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not



accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure 6.18 for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by Bank of India, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

**All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with IT Department undertaken procurement at the address mentioned along with RFP document.**

#### **4.41 Prohibition against Assignment, Outsourcing or Sub contract**



- 4.41.1** Subcontracting is prohibited as per scope of this contract.
- 4.41.2** Neither Party shall directly or indirectly transfer or assign its rights or obligations hereunder or interests herein, either in whole or in part, without the prior written consent of the other Party.
- 4.41.3** Notwithstanding anything contained herein the BIDDER shall not assign, outsource, or sub-contract to any third party, in whole or in part, its duties, human resources and obligations under the Contract, except with the BANK's prior written consent and if so permitted on such terms and conditions as may be stipulated the BANK. The BANK shall be within its absolute right at its sole discretion to refuse / deny approval & give consent and the same shall not be challenged by the BIDDER.
- 4.41.4** BIDDER shall ensure that outsourcing or Subcontracts, if permitted by the BANK, shall comply with the provisions of this Agreement. It is clearly understood that the BIDDER shall be solely and primarily responsible to fulfil its obligations and adhere to the time limits agreed upon and stated in this Agreement irrespective of whether any sub-Contracting is permitted by the BANK. It is clarified that the BANK shall not be liable or answerable to the Sub-Contractors under any circumstances. The BANK and/or the RBI shall be authorized to make inquiries and audit the Sub-Contractors compliance with its obligations and the BIDDER agrees to provide the BANK with such information and access for audit of the Sub-Contractors, as requested for by the BANK and/or RBI. At all times, the BANK and/or the RBI shall have the right to inspect the premises, Books and records of the BANK/Sub-Contractors directly or through its representatives. All BANK's/ Sub-Contractor's records with respect to any matters covered by this Agreement and/or as may be required by RBI and/or the BANK shall be made available to the BANK or its designees as often as the BANK deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The BIDDER shall accordingly incorporate the necessary clauses to that effect in the agreement with the Sub Contractor. The BIDDER is aware that any failure to permit inspection may result in RBI imposing fine/penalty and all such amounts shall be paid by the BIDDER.
- 4.41.5** Notwithstanding anything stated herein above, the BIDDER may sub contract certain jobs/activities under this Contract for which the BANK may not have any objection, and such type of sub contract may be informed to the BANK by the BIDDER.

#### **4.42 Inspection and audit**

- 4.42.1** It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ RFP for Procurement of Services software) and services etc. provided to the Bank and the vendor shall submit such certification by such Auditors to the Bank. The vendor and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- 4.42.2** Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- 4.42.3** Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g. financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

## **PART 5: TECHNICAL SPECIFICATIONS (TS)**

The Central Video Conferencing setup should be covered under warranty of 3 years with 2 year AMC.

**Table-1: Technical Specifications for Central Setup (Hardware and Software)**

<b>Feature Set</b>	<b>General Specification</b>	<b>Compliance/Availability (Yes/No)</b>
Solution Design	The solution must include Gatekeeper, Device Management Server, MCU and Firewall Traversal Server. Each of these servers should be a physically separate server to avoid single point of failure. This should be possible by either reutilizing the existing deployed solution or providing the alternate new solution.	
Hardware	The MCU must be a dedicated hardware-based solution from the same OEM as the endpoint and must support H.323 and SIP or equivalent or higher/latest version protocol.	
	The MCU must to a Non-Windows system.	
Capacity	The solution must support minimum 130 HD ports at 720p resolution.	
	It must be possible to see at least 25 sites simultaneously on the screen. The end points must have the capability to change their local video layout from remote control/touch panel. The MCU must support 25 layouts or more.	
	The MCU solution must support at least 50 simultaneous conferences. These conference licenses must not be tagged in any manner – to an end point, a soft client or a named user employee. They must be freely floating for any user to utilize.	
	MCU must support embedded site naming, active speaker with border highlight.	
	The MCU should support on-screen display of Conference Indicators to show total number of Audio and Video participants in active conference(s).	

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Resolution support	The MCU must support resolutions up to 1080p60.	
Other Components	The solution must have native support for H.323 & SIP or equivalent or higher/latest version protocol with the ability of 200 devices registration for H.323 gatekeeper and SIP registrar from day one and should be scalable to 400 device registration in future on the same server through software licenses. This must be a dedicated, physically separate server to avoid a single point of failure.	
	The solution must include a management, scheduling and provisioning component(s) with capacity of at least 200 devices from day one and should be scalable to 400 devices in future on the same server through software licenses. The solution should include 100 desktop/Mobile clients as part of solution. The management system should support provisioning, bandwidth & device management/software upgrade and scheduling of video endpoints of the management server. This must be a dedicated, physically separate server to avoid a single point of failure.	
	It must be possible to have an Integrated presence-awareness feature that allows users to verify contact availability and status, and seamless enterprise directory integration which simplifies management and ensures contact list accuracy.	
	The solution must include a firewall traversal component for SIP & H.323 or equivalent or higher/latest version protocol video endpoints. It must support at least 50 concurrent calls from day one and all VC end points at bank network should be able to call over Internet via Firewall Traversal. Single server application that combines remote and B2B calling scenarios with SIP and H.323 capabilities for a seamless video collaboration experience within and beyond the firewall. This must be a dedicated,	

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	physically separate server to avoid a single point of failure.	
	The solution must include the ability to allow calls from smart phones, tablets and PCs/laptops.	
Protocols	The solution must support H.264 AVC, H.264 High Profile/H.265/H.266 or equivalent or higher/latest version protocol	
	The MCU should support content sharing using standard based H.239 and BFCP over H.323 & SIP or equivalent or higher/latest version protocol to up to HD1080 30fps resolution.	
	All components of the solution must support H.323 and SIP or equivalent or higher/latest version protocol from day one.	
	It should support G.711, G.729A, G.722, G.722.1, AAC-LD or better	
	It should support minimum 20kHz bandwidth with crystal clear audio and stereo sound.	
	The MCU must support Lecture Mode, Presentation Mode & Far End Camera Control.	
	Automatic Gain Control and Automatic Noise Suppression	
	The solution must support both dial-in and dial-out of calls.	
Security	The solution must support encryption on H.323 and SIP or equivalent or higher/latest version protocol.	
	The quoted solution must support encryption for H.323 and SIP or equivalent or higher/latest version protocol calls with AES-128 and AES-256 or higher.	
Interoperability	The solution must be interoperable with standards-based end points, even if they are from a different OEM for all the video ports. Any hardware required to interop should be supplied from day one.	

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	The device management server proposed as a part of solution must be able to seamlessly integrate with existing VC Endpoints (Polycom Group Series and HDX Series), so that all the device related configurations and software upgrade/downgrade functionality can be managed centrally using the same server.	
	The quoted solution must include Cloud Video Interop Licenses to join into a scheduled Microsoft Teams call from the MCU. The Cloud Video Interop License and MCU solution must be from be same OEM for seamless solution and integration benefits.	
OEM	The complete solution should be from the same OEM.	
Installation	Installation, configuration and implementation of the Video Conferencing infrastructure components to be done by the OEM directly. The OEM engineer carrying out the configuration and implementation should carry an identity card to establish that he/she is an employee of the OEM.	

**Table-2: - Technical Specifications for Central Setup (Video and Audio Standards)**

Feature Set	General Specification	Compliance (Y/N)
General	The MCU should be running on an appliance. The hardware, software and virtualization software should be supplied by the bidder and supported by a single OEM.	
	All necessary hardware to support the required capacity needs to be supplied from day one. Each of the server supplied for the MCU must have a redundant power supply from day1. Architecture of MCU should be completely in high availability like call bridge, web rtc etc.	
	The MCU must also support Full HD mode and it must provide a capacity of connecting at least 110 sites @1080p30 fps day one	



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	The MCU should also be configured to support 220 sites at HD 720p30fps day one	
	The MCU must be able to host at least 50 simultaneous conferences each having different capacities restricted by the maximum port capacity of the MCU	
	MCU should be capable of supporting participants using various means i.e. via video enabled phones, room based video endpoints, soft clients on mobile/tablet or via the browser using WebRTC compatible browsers in a single conference. The meeting quality has to be consistent and of high quality. The end points can be present on the WAN network or on the internet. In case additional components are required for this functionality, all additional components required to have this functionality has to be included in the solution	
	The MCU should have the capability to host meetings with internal and external participants in a secure way such that it should co-exist with the enterprise security policies	
	The solution should support H323 and SIP protocols.	
	The MCU must support the concept of virtual meeting rooms to users who Hosts meeting frequently. Such meeting rooms should support dialing in from standard based video end points, internal and external users and browser based clients. The system should allow one Virtual meeting room per employee, however it should not consume resources when not in use.	
	The MCU should be able to maintain the dynamic resource allocation capacity for 1080p, 720p and SD participants simultaneously without having to reboot or change any configuration.	
	The MCU should support 220 ports or more at HD 720p (transmit and receive) up to 4Mbps on IP in continuous presence mode with 30fps, 500 audio ports, 220 WebRTC connections and H.264	



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	resolution and AES encryption(256 bit or higher) on the same MCU.	
	The MCU should have Chat Functionality for WebRTC Users during Meeting	
	The MCU should display a security icon on the endpoint if the conference is secure.	
	The administrator should be able to specify maximum resolution for main video and content.	
	Video conferencing endpoints deployed at other organization must be able to take part in video conferencing. The endpoints can be of various makes such as Polycom, Cisco, Life Size etc. using open standards.	
	Interoperability with all organization must be possible using standards based dialing methodology using the Internet.	
	The MCU should be able to integrate with Call Control system using SIP.	
<b>Video Standards</b>	Should support H.263/H.263+/H.263++, H.264 video algorithms	
<b>Video Resolution</b>	Should support video resolution from SD to Full HD to join into a conference	
	The proposed MCU should be able to combine HD and SD in the same conference without degrading the HD resolution from and to the HD endpoints. The MCU shall interoperate with multiple vendors' endpoints. The supported mediums should be IPv4 and IPv6.	
<b>Audio Standards</b>	Along with the support for basic algorithms like G.711 and G.722.1 the MCU should also support wideband Audio protocols like MPEG 4 AAC - LC and MPEG 4 AAC - LD	
<b>Transcoding &amp; Rate Matching</b>	The MCU should support transcoding of different Audio/video Protocols.	
	MCU should be able to combine HD and SD in the same conference without degrading the HD resolution from and to the HD endpoints.	

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<b>Dual Video</b>	The MCU should have H.239/BFCP protocol for sending and receiving dual video streams (Presenter + Presentation).	
<b>Video Layouts</b>	At least 25 sites to be seen simultaneously on the screen in traditional Continuous Presence mode.	
	The MCU must also support advanced continuous presence such that the site that is "on-air" to be seen on a larger window and the other sites are seen in smaller quadrants.	
<b>Security Features</b>	The MCU must be a secure Non-PC Hardware with a strong operating system. The Hardware and software must be from the same OEM.	
	The MCU should support 128 Bit strong AES encryption for calls and H.235 for authentication	
	The MCU must support encryption for calls on SIP.	
<b>Network /USB Interface</b>	At least 1 LAN /Ethernet-10/100/1000 Mbps full duplex and dedicated serial/USB connection for maintenance/upgrade.	
	End to End Solution, Including MCU, Call Control, Firewall Traversal, Desktop/Mobile Clients and WebRTC Solution should be IPv4 and IPv6 complied day one	
<b>Conference Layout</b>	MCU Solution should support minimum of 8 layouts	
	The MCU should have Customised Layout option. Administrators can create their own customised layout as per requirement with upto max 25 sites on screen.	
<b>Firewall Traversal</b>	Should support firewall traversal solution for Business to Business (B2B) Video Calling.	

**Table 3: - Technical Specifications for Central Setup (Network Requirement)**

<b>Feature Set</b>	<b>General Specification</b>	<b>Compliance (Y/N)</b>
<b>General</b>	The System should be rack mountable appliance/Virtualized platform with OEM recommended hardware with minimum 1U size and should support redundant power supplies day one.	

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	The call control system must support IPv4 and IPv6 from day one.	
<b>Device Registration</b>	The video conferencing endpoints must be able to register with the call control system.	
	The call control server must have the ability to register at least 200 devices from day 1 with a scalability of 250 devices on the same system.	
	The solution must have H323 registration over TCP/UDP should support H323 ID.	
	The SIP registration over TCP/UDP should support SIP URI.	
	The call control system should support all video endpoint types required.	
<b>H.323-SIP interworking</b>	The Call control device should be able to connect calls between H323 only and SIP only devices.	
<b>Capacity</b>	Should allow at least 200 simultaneous calls @ 2 Mbps in a call routed mode from day 1.	
	The hardware must have the ability to support 200 calls simultaneously. The capability to expand to support 300 calls simultaneously should be by adding additional software appliance only.	
<b>SIP Proxy</b>	The SIP Registrar should have the flexibility to proxy registration requests to an external SIP server if need be.	
<b>SIP trunk</b>	The SIP Server must enable creation of a trunk/neighbor with IP PBX to achieve unified communications	
	1) Thus calls from IP phone should be able to reach the HD VC endpoints using the SIP URI number.	
	2) Call from the HD VC endpoint must be able to reach the IP phones.	
	3) Call from the IP phone should be able to reach the correct conference number on the MCU.	
	4) Call from the MCU should be able to reach the desired IP Phone.	

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	The SIP Registrar must support SIP URI's in the following formats:	
	number@domain name (e.g. 65679@companyname.com)	
	alphanumeric@domain name (e.g. xyz@companyname.in)	
<b>Call Control</b>	Should provide flexibility such as creation of dialing pattern, Setting Search policies, Transform dial patterns or modifying the dial plan.	
	The video devices and IPT setup should have a single contact directory along with single dial plan	
<b>Security</b>	Security and authentication for registration of HD VC Endpoints. This should support at least authentication using login ID and password	
	Should support management with HTTPS, SSH, and SCP	
	Should support the capability to disable root access over SSH	
<b>Bandwidth Management</b>	Should allow creation of Zones/Virtual groups for a cluster of endpoints.	
	Should allow restricting the bandwidth at the server level so that calls cannot exceed the defined bandwidth.	
	Should be able to create an upper limit for the total bandwidth between two zones e.g. no. of call X bandwidth per call should not exceed the set limit.	
	Ability to set restriction on who can call who	
<b>Authentication and Registration</b>	Registration to the server should be restricted by creation of either an allow list or deny list.	
	Ability to allow registration to the server only upon authentication of the device.	
	Creation of local authentication database and pulling of authentication credentials from an LDAP or AD server.	

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<b>Network Automation</b>	Considering the latest trends in Computer Networking, the bank would like to have programmatic access to the device using a REST/SOAP/XML API. Considering network automation needs, this capability must be incorporated	
<b>Firewall Traversal</b>	Should support firewall traversal solution for Business to Business (B2B) Video Calling.	
<b>Capacity</b>	Should support at least 20 calls @ 2 Mbps from day one and must have the scalability to upgrade to 50 calls @ 2 Mbps in the future.	
<b>Protocol Support</b>	Should support all the H323 and SIP functionalities such as: H.239, BFCP, AES encryption, FECC, H.235	
<b>Security</b>	Must support H.460 multiplexed media for H323 calls so as to reduce ports used by the calls to traverse the firewall	

**Table 4: -Technical specifications of Small Room Based Endpoint Upto 7 Feet**

**The proposed system must support PAL/equivalent with PTZ camera. The codec must be based on ITU standards & hardware based. No software based solution will be accepted. All components of the VC system like Codec, Camera and Microphones should be from the same manufacturer.**

<b>Sr. No.</b>	<b>Description</b>	<b>Specification Parameter</b>	<b>Compliance (Y/N)</b>
1	Package	Full HD 1080p60 PTZ camera, codec, Microphone Array, cables & remote control/touch panel	
2	Video Standards and Resolutions	It should support H.323 & SIP or equivalent or higher/latest version protocol standards for communications.	
		It should support interoperability and bandwidth saving using video compression H.264 AVC, H.264 SVC, H.264 High Profile/H.265/H.266 or equivalent or higher/latest version protocol.	
		It should support 1080p 60 fps, 1080p 30 fps, 720p 60 fps, 720p 30fps & 4CIF.	
3	Content Standards and Resolutions	It should support content sharing using standard based H.239 & BFCP & must also support audio from PC during content sharing.	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



		It should transmit both people and content both simultaneously to the far end location at 1080p 30fps	
4	Audio Standards and Features	It should support G.711, G.728, G.729A, G.722, G.722.1, AAC-LD or better	
		It should support 20kHz or better bandwidth with crystal clear audio and stereo sound.	
		Automatic Gain Control and Automatic Noise Suppression	
		Keyboard noise reduction and instant adaptation echo cancellation	
5	Video and Audio Inputs	1 x HDMI/HDCI input for connecting main FHD camera	
		1 x HDMI/DVI input to share FHD content from PC/Laptop/Document camera.	
		1 x VGA input or equivalent for content sharing through PC/Laptop	
		1 x Microphone Input or more with support for minimum 3 mics. The bidder needs to quote <b>2 microphone</b> with 360 degree coverage from day one with mute/unmute button on the microphone.	
		1 x 3.5mm stereo line-in or equivalent	
6	Video and Audio Outputs	2 x HDMI output for connecting primary & secondary full high definition display.	
		1 x 3.5 mm stereo line-out or equivalent	
7	Other Interfaces	1 x 10/100/1000 LAN port	
		2 x USB for software upgrade and connecting external devices	
		1 x RS-232 mini-DIN 8-pin or equivalent	
8	Camera	It should be scalable of enhancing video conferencing experience with advanced voice & face-recognition technology such that it automatically scans the room and seamlessly commands the main camera to appropriately frame the users/speaker during a call without any manual intervention.	
		The camera should support minimum 10x optical zoom, PAN +/-90°, Tilt +/-20° & minimum 10 camera presets.	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



		Video Conference Camera and Codec should be controlled using same remote control/touch panel	
9	Network Features	H.323 and SIP bandwidth up to 6 Mbps	
		IPv4 and IPv6 support from day one	
		Auto Gatekeeper Discovery, IP Precedence & QoS with support for H.323 based lost packet recovery.	
10	Multisite Feature	It should support inbuilt multiparty feature with support for 1+4 sites at 720p through additional license.	
11	Security	Media Encryption (H.323, SIP): AES-256	
		Authenticated access to admin menus, web interface and telnet API	
		Local account password policy configuration	
12	Other Standards/features	H224/H.281, H.323 Annex Q, H.225, H.245, H.241, H.239, H.243, H.460	

**Table 5 : -Technical specifications of Small Room Based Endpoint Upto 12 feet**

**The proposed system must support PAL/equivalent with PTZ camera. The codec must be based on ITU standards & hardware based. No software based solution will be accepted. All components of the VC system like Codec, Camera and Microphones should be from the same manufacturer.**

Sr. No.	Description	Specification Parameter	Compliance (Y/N)
1	Package	Full HD 1080p60 PTZ camera, codec, Microphone Array, cables & remote control/touch panel	
2	Video Standards and Resolutions	It should support H.323 & SIP standards for communications.	
		It should support interoperability and bandwidth saving using video compression H.264 AVC, H.264 SVC, H.264 High Profile/H.265/H.266 or equivalent or higher/latest version protocol	
		It should support 1080p 60 fps, 1080p 30 fps, 720p 60 fps, 720p 30fps & 4CIF.	
3	Content Standards and Resolutions	It should support content sharing using standard based H.239 & BFCP & must also support audio from PC during content sharing.	



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



		It should transmit both people and content both simultaneously to the far end location at 1080p 30fps	
4	Audio Standards and Features	It should support G.711, G.728, G.729A, G.722, G.722.1, AAC-LD or better	
		It should support 20kHz or better bandwidth with crystal clear audio and stereo sound.	
		Automatic Gain Control and Automatic Noise Suppression	
		Keyboard noise reduction and instant adaptation echo cancellation	
5	Video and Audio Inputs	1 x HDMI/HDCI input for connecting main FHD camera	
		1 x HDMI/DVI input to share FHD content from PC/Laptop/Document camera.	
		1 x VGA input or equivalent for content sharing through PC/Laptop	
		1 x Microphone Input or more with support for minimum 4 mics. The bidder needs to quote <b>3 microphone</b> with 360 degree coverage from day one with mute/unmute button on the microphone.	
		1 x 3.5mm stereo line-in or equivalent	
6	Video and Audio Outputs	2 x HDMI output for connecting primary & secondary full high definition display.	
		1 x 3.5 mm stereo line-out or equivalent	
7	Other Interfaces	1 x 10/100/1000 LAN port	
		2 x USB for software upgrade and connecting external devices	
		1 x RS-232 mini-DIN 8-pin or equivalent	
8	Camera	The camera system must be dual camera system with both 10X Optical Zoom and advanced voice & face-recognition technology such that it automatically zooms in to provide close-up view of the person who is speaking without manual intervention up to a range of 30 feet or more.	
		The camera should support minimum 10x optical zoom, PAN +/-90°, Tilt +/-20° & minimum 10 camera presets.	

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		Video Conference Camera and Codec should be controlled using same remote control/touch panel	
9	Network Features	H.323 and SIP bandwidth up to 6 Mbps	
		IPv4 and IPv6 support from day one	
		Auto Gatekeeper Discovery, IP Precedence & QoS with support for H.323 based lost packet recovery.	
10	Multisite Feature	It should support inbuilt multiparty feature with support for 1+4 sites at 720p through additional license.	
11	Security	Media Encryption (H.323, SIP): AES-256	
		Authenticated access to admin menus, web interface and telnet API	
		Local account password policy configuration	
12	Other Standards/features	H224/H.281, H.323 Annex Q, H.225, H.245, H.241, H.239, H.243, H.460	

**Table 6: -Technical specifications of Large Room Based Endpoint Upto 20 Feet**

<b>Specifications for HD (1080p @ 60fps) VC endpoint with Automatic Speaker Tracking for conference rooms (Upto max 20 Feet)</b>		<b>Compliance (Y/N)</b>
<b>Features</b>	<b>Specifications</b>	
<b>Video Standards</b>	Latest video standards H.264	
<b>Video Frame Rate</b>	Should support 60 fps with 1080p resolution.	
<b>Video Features</b>	Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and PC or document camera can be seen simultaneously.	
	Should support H.239 and BFCP protocols	
	The system must have the ability to pair with laptop for sending content without any wires to the VC system. In case the above feature is not available natively, then additional components can be provided to achieve this.	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



<b>Video Output</b>	Should have at least 2 no. of HDMI output to connect Full High Definition display devices such as plasma and projectors for both Video and Content. (Dual Monitor Support). Resolution upto 4K60fps	
	When not in a VC call, it should be possible to view presentation from two laptops on each of the screen so that users can collaborate	
<b>Video Input</b>	Should have a digital input (HDMI/DVI) to connect PC/ Laptop directly to the Video conferencing system and display resolutions upto 4K30fps and 1080p60fps	
	Should support the ability to view and share presentations at a resolution of 1080p30	
<b>Audio standards supported</b>	G.711, G.722, G.722.1, 64 kbps MPEG-4 AAC-LD standard must be supported.	
<b>Other Desirable Audion features</b>	Noise Reduction, Automatic Gain control, Acoustic Echo Canceller, Active Lip synchronization.	
<b>Audio Inputs</b>	Must have built-in microphone so that the solution does not have any wires coming onto the table.	
	Should support 2 Microphone inputs. One Mic should be supplied day one.	
	The pickup of the microphones should be at least 10 feet from the microphone.	
	Echo Cancellation for every input must be available.	
<b>Audio Outputs</b>	Must have a built in audio amplifier and speakers for providing Hi fidelity sound with mid-range speakers. The VC unit must have at least 22W of amplifier output.	
<b>Multisite Features</b>	Should support built-in multiconference capability to connect at least 1+3 sites at 720p30fps in a continuous presence mode. This should be available by adding a license key in future*	
	Individual layouts in MultiSite CP	
	H.323/SIP/VoIP in the same conference	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



	Must have Individual transcoding and rate matching for each site so that all the sites can be connected at different bandwidths and different audio and video protocols without affecting the resolution to the other sites.	
	Support for Presentation (H.239/BFCP) from any participant at resolutions up to 1080p30	
	H.264, Encryption, Dual Stream from any site	
<b>Network Interfaces</b>	1 LAN /Ethernet--10/100/1000 Mbps full duplex	
<b>Bandwidth</b>	H323/SIP upto 6 Mbps point-to-point.	
<b>Network Capabilities</b>	Packet loss handling mechanism	
<b>H.323/ IP Features</b>	Differentiated Services( QOS):	
	IP adaptive bandwidth management (including flow control)	
	Auto Network Address Translation( NAT) support	
	Standards based- Packet Loss Recovery feature	
	Should support URI Dialling	
	Support for H.245 DTMF tones in H.323	
	Should support IPv4 and IPv6 from day one.	
<b>Management</b>	System Management using HTTPS and SSH	
<b>User Interface</b>	In order to provide a good user experience, the unit must be equipped with an intuitive Touch Screen/Panel for controlling the VC unit.	
	Must have ability to browse the directory, search a contact, Enable / disable speaker tracking, change layouts, mute/ unmute, increase-decrease volume.	
	The Touch Interface should be able to provide Room information such as display Room Temperature, humidity, air quality, ambient light etc.	
	Must have the capability to integrate with external control systems to control Blinds, Lights, air conditioning using the API's. The User interface must have the necessary icons for controlling the external devices.	
<b>Menu Control</b>	Password protected system menu	
	ITU-T standards based Encryption of the video call	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



<b>Encryption of video call</b>	Call should be encrypted end-to-end on IP	
	Should support Standards-based AES Encryption via Automatic key generation and exchange. The same should be available in a call with Video with presentation (dual video).	
	Ability to manually turn encryption ON/ OFF should be there.	
	Automatic key generation and exchange	
<b>Camera</b>	4K UltraHD camera	
	5x Zoom	
	Should support atleast 80 degrees horizontal field of view	
	Should have the capability to automatically detect active speakers in the conference room. The camera should also have face detection mechanism to enable automatic framing of participants.	
	The camera should automatically detect who in the room is speaking and select the best camera framing for that person. And when no one is speaking it should automatically select the best group framing.	
	The system should be capable of providing metrics such as participant count that could be used for resource utilization, return on investment reports.	
	Should have the ability to turn OFF speaker tracking if need be.	
	Must be able to capture a person at a distance of 20 feet in full frame	
	The camera and codec should be from the same OEM.	
<b>Directory services</b>	Should support Local and Global directories	
	Should support LDAP and H.350 protocols for directory transfer.	
<b>USB Passthrough</b>	It should be possible to connect the Codec (directly or via external device) to a PC/Laptop and Make use of Camera, Mic and Display to work with any Soft Client applications such as Webex, Zoom, MS Teams, Vidyo, etc.	

**Table 7: -Technical specifications of Large Room Based Endpoint Upto 30 Feet**

<b><i>Specifications for HD (1080p @ 60fps) VC endpoint with Automatic Speaker Tracking for conference rooms (Upto max 30 Feet)</i></b>		<b>Compliance (Y/N)</b>
The VC system should be standard based with separate camera system and HD audio video Interfaces		
<b>Features</b>	<b>Specifications</b>	
<b>Video Standards</b>	Latest video standards H.264, H.265, H.266 or equivalent or higher/latest version protocol	
<b>Video Frame Rate</b>	Should support 60 fps with 1080p resolution.	
<b>Video Features</b>	Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and PC or document camera can be seen simultaneously.	
	Should support H.239 and BFCP protocols	
	The system must have the ability to pair with laptop for sending content without any wires to the VC system.	
	In case the above feature is not available natively, then additional components can be provided to achieve this.	
<b>Video Input</b>	Should have at least 1 x HDMI inputs to connect Full HD cameras.	
	Must have 2 additional HDMI inputs to connect two laptops/PC/Camera for presentations supporting upto 4K30fps Resolution including 1080p60fps.	
	Should support the ability to view and share presentations at a resolution of 1080p30	
	The system must have the ability to pair with laptop for sending content without any wires to the VC system	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



<b>Video Output</b>	Should have at least 2 no.'s of HDMI output to connect Full High Definition display devices such as plasma and projectors for both Video and Content.(Dual Monitor Support). The codec should support upto 4K60fps resolution	
	When not in a VC call, it should be possible to view presentation from two laptops on each of the screen so that users can collaborate.	
<b>Audio standards supported</b>	G.711, G.722, G.722.1, 64 kbps MPEG-4 AAC-LD standard must be supported.	
<b>Other Desirable Audio features</b>	Noise Reduction, Automatic Gain control, Acoustic Echo Canceller, Active Lip synchronization	
<b>Audio Inputs</b>	Should support 3 Microphone inputs to connect 3 microphones. Two MIC should be provided day one.	
	The pickup of the microphones should be at least 10 feet from the microphone.	
	Echo Cancellation for every input must be available.	
<b>Audio Outputs</b>	Should support audio output	
<b>Network Interfaces</b>	1 LAN /Ethernet--10/100/1000 Mbps full duplex	
<b>Bandwidth</b>	H323/SIP upto 6 Mbps point-to-point.	
<b>Network Capabilities</b>	Packet Loss Based Downspeeding	
<b>H.323/ IP Features</b>	QoS--DiffServe	
	IP adaptive bandwidth management (including flow control)	
	Auto Gatekeeper discovery	
	Auto Network Address Translation( NAT) support	
	Standards based- Packet Loss Recovery feature	
	System should support IPv4 and IPv6 from day one.	
	Should support URL Dialling	
	Support for H.245 DTMF tones in H.323	



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



<b>Menu Control</b>	Password protected system menu	
<b>Encryption of video call</b>	ITU-T standards based Encryption of the video call	
	Call should be encrypted end-to-end on IP	
	Should support Standards-based: H.235 v3 and AES Encryption via Automatic key generation and exchange. The same should be available in a call with Video with presentation (dual video)	
	Ability to manually turn encryption ON/ OFF should be there.	
	Automatic key generation and exchange	
<b>Management</b>	System Management using HTTPS and SSH	
<b>Camera</b>	4K UltraHD camera	
	5x Zoom	
	Should have at least two or more HD cameras to automatically detect active speakers in the conference room. The camera should also have face detection mechanism to enable automatic framing of participants.	
	The camera should automatically detect who in the room is speaking and select the best camera framing for that person. And when no one is speaking it should automatically select the best group framing.	
	The system should be capable of providing metrics such as participant count that could be used for resource utilization, return on investment reports.	
	Should have the ability to turn OFF speaker tracking if need be.	
	The cameras should be suitable for a large conference room upto 30 feet	
	The Camera and codec should be from the same manufacturer.	
	Should have at least 80 degrees horizontal field of view.	
<b>Directory services</b>	Should support Local and Global directories	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



	Should support LDAP and H.350 protocols for directory transfer.	
<b>Multipoint Capability</b>	Should support built-in multiconference capability to connect at least 1+3 sites at 720p30fps in a continuous presence mode. This should be available by adding a license key in future*	
	All sites must be visible in a continuous presence mode with rate matching and transcoding such that different sites may connect at different speeds and protocols and still maintain a resolution of at least 720p	
<b>User Interface</b>	In order to provide a good user experience, the unit must be equipped with an intuitive Touch Screen/Panel for controlling the VC unit.	
	Must have ability to browse the directory, search a contact, Enable / disable speaker tracking, change layouts, mute/ unmute, increase-decrease volume.	
	The user should have the ability to select between two presentation sources such as a fixed PC and a laptop from the user interface. Users should also have the ability to share presentation wirelessly.	
	The Touch Interface should be able to provide Room information such as display Room Temperature, humidity, air quality, ambient light etc.	
	Must have the capability to integrate with external control systems to control Blinds, Lights, air conditioning using the API's. The User interface must have the necessary icons for controlling the external devices	
<b>USB Pass- through</b>	It should be possible to connect the Codec (directly or via external device) to a PC/Laptop and Make use of Camera, Mic and Display to work with any Soft Client applications such as Webex, Zoom, MS Teams, Vidyio, etc	

**Table 8: -Technical specifications of Cabin Size Room**

<b>All-in-One 26" Personal Integrated Video Conferencing Unit</b>		
<b>Feature Set</b>	<b>General Specification</b>	<b>Compliance (Y/N)</b>
<b>General</b>	Should be an integrated system with at least 26 inch or higher 4K LED/LCD/TFT screen, 4K Camera, Mics and speakers for wide band audio output. The Codec should be a part of the unit.	
	It should be possible to use camera, microphone and speakers with any SW client (without using units Codec Functionalities)	
	LED/LCD/TFT screen should be a touch screen to provide a touch interface to the user.	
	Must support IPv4 and IPv6 from day one.	
	The display should work as PC/Laptop Display when not in a call, and should allow working on PC and Attending calls simultaneously.	
	Must have the following touch buttons for ease of use 1. Mute/Unmute 2. Volume Increase/Decrease	
<b>Video Standards</b>	Should support minimum H.264	
	System should support H.323 and SIP protocol.	
	System must support desktop sharing H.323 and SIP calls	
<b>Video Frame Rate</b>	System should support Video stream upto Full HD 1080p30 and Content stream upto 4K 2160p15	
<b>Video Features</b>	System must have ability to send and receive two live simultaneous video sources in a single call.	
	System must support layout control for video and presentation on a single LED/LCD screen.	
	Should Touch forwarding capabilities via USB - C	
<b>Video Input</b>	Should have HDMI input to connect PC/ Laptop directly to the Video Conferencing System and display a resolution upto 3840 x 2160p60 (4kp60).	
	Should also have USB-C Display port with resolution upto 3840 x 2160p60 (4kp60).	

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	The user must be able to toggle between the Laptop/PC mode and the Video Conferencing mode at a push of button/icon.	
<b>Video Output</b>	Must have a HD output via a HDMI output port (for future support to connect to external display)	
<b>Dual Stream</b>	System must support H.239 and BFCP for resolutions upto 1080p	
<b>Audio Inputs</b>	The unit should support  Internal microphone array for speech USB headset Bluetooth headset	
<b>Audio Outputs</b>	The unit should support Integrated High-quality speakers with directional audio Analog headphone output USB headset Bluetooth headset	
<b>Wireless Content Sharing</b>	System should support Wireless Content Sharing and allow sharing content from PC/Laptop	
<b>Firewall Traversal</b>	Should support firewall traversal solution using the H.460.18 and H.460.19 protocol	
<b>Audio Features</b>	Audio System: The system should have two stereo front speakers with inbuilt microphones, wideband speakers. G.722, G.711, AAC-LD or better	
<b>Other Features</b>	Noise Reduction/Echo Cancellation, Automatic Gain control	
<b>Bandwidth Requirements</b>	Upto 6 Mbps Point to Point	
<b>Multipoint Features</b>	The Unit should support inbuilt 1+4 HD Multisite by adding a License key in future.	
<b>Network Interfaces</b>	1 x LAN /Ethernet--10/100/1000	
	1 x LAN /Ethernet--10/100/1000 to connect a PC (i.e. built in switch)	
	Must support 802.11a/b/g/n/ac 2.4 GHz and 5 GHz	
	Must support Bluetooth 3.0 for connecting Bluetooth headsets	

Classification: **Confidential** Sub-Classification: **Service Provider Confidential**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



<b>SIP/H.323/ IP Features</b>	Must support Standard based Packet loss recovery algorithm to handle packet loss.	
	Must support QOS	
	Must' support URI Dialing	
	Must support SIP and H.323	
<b>Security Features</b>	Should have password protected system menu	
	Encryption of video call: ITU-T standards based Encryption of the video call using Advanced Encryption Standard (AES)	
	Call should be encrypted end-to-end on IP calls	
<b>Camera</b>	Should be 4K Ultra HD camera with privacy shutter	
	70 degrees horizontal Field of View	
	55 degrees vertical field of view	
	Automatic focus, brightness and white balance	
	Camera On LED indicator	
	Automatic tilt adjustment	
<b>Directory Services</b>	Should support Local and Global directories	
	Should support LDAP and H.350 protocols for directory transfer.	

## **PART 6: BID FORM, PRICE SCHEDULES AND OTHER FORMATS**

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**FORMAT 6.1.1 BID FORM (TECHNICAL BID)**

**(to be included in Technical Bid Envelope)**

Date: .....

To:

The General Manager,  
Information Technology Department,  
8<sup>th</sup> Floor, Star House 2,  
Head Office, BKC,  
Mumbai-400 051.

Sir,

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated: 07.10.2021**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Video Conferencing Solution, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

***We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.***

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any Bid you may receive.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



Dated this ..... day of ..... 2021

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.1.2 BID FORM (PRICE BID)  
(to be included in Price Bid Envelope)**

Date: .....

To:

The General Manager,  
Information Technology Department,  
8<sup>th</sup> Floor, Star House 2,  
Head Office, BKC,  
Mumbai-400 051.

Sir,

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to VC Solution, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

***We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.***

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 2021

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



\_\_\_\_\_  
(Signature)  
(In the capacity of)

\_\_\_\_\_  
(Name)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## **FORMAT 6.2 NON-DISCLOSURE AGREEMENT**

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021  
(On Stamp Paper of Rs. 100)**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable for supplying Video Conferencing for Bank of India, having its registered office at Star House, C-5, G Block, Bandra Kurla Complex, Mumbai – 400 051, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Video Conferencing shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the Video Conferencing and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

**NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information**

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written Authorization to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to Video Conferencing will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK

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

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



### **FORMAT 6.3 PRICE SCHEDULE**

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

This Technical Bill of Material (BOM) must be attached in technical bid as well as commercial bid. The format will be identical for both technical and commercial bids, except that the technical bid will not contain any price information.

#### **Section A: Price Schedule For Central Setup and Endpoints with 3 year warranty**

<b>Sr. No.</b>	<b>Item Description**</b>	<b>Make/Model</b>	<b>Room Width</b>	<b>Qty.</b>	<b>Total Cost in Rupees</b>
<b>1(a)</b>	Central Video Conferencing Setup at BKC & DC as per the Technical Specifications given in Table 1, 2 and 3 of Part 5 of this RFP	To be proposed by the SI	NA	02	
<b>1(b)</b>	Multi Conferencing Unit with all necessary software license			02	
<b>1(c)</b>	Call Control			02	
<b>1(d)</b>	Web Server			02	
<b>1(e)</b>	Recording/Streaming server			02	
<b>1(f)</b>	Any additional Hardware/Software component, please specify			-	
<b>2</b>	Video Conferencing end points as per the Technical Specifications given in Table 4 of Part 5 of this RFP	To be proposed by the SI	7-9 Feet	*40	
<b>3</b>	Video Conferencing end points as per the Technical Specifications given in Table 5 of Part 5 of this RFP	To be proposed by the SI	10-15 Feet	20	
<b>4</b>	Video Conferencing end points as per the Technical Specifications given in Table 6 and 7 of Part 5 of this RFP	To be proposed by the SI	20-30 Feet	10	
<b>Grand Total (in Rs.)</b>					<b>A</b>



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



The bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. Consolidated, all-inclusive fee for the total project as specified in the Request for Proposal should be mentioned.

**\*\*Detailed item-wise price breakup will be given by successful bidder within one week from the issuance of PO.**

**Section B: Price Schedule**  
**Annual Maintenance Contract of Central Setup and Endpoints for 2 Years**  
**Post Warranty**

The Central Video Conferencing setup should be covered under warranty of 3 years with 2 year AMC. The AMC should be minimum 12% of respective line item cost as per price schedule.

Sr. No.	Item Description	Make/Mode I	Room Size	Qty.	AMC in Rupees per year	Total AMC in Rupees for 2 years
<b>1(a)</b>	AMC of Central Video Conferencing Setup at BKC & DC as per the Technical Specifications given in Table 1, 2 and 3 of Part 5 of this RFP.	To be proposed by the SI	NA	02		
<b>1(b)</b>	Multi Conferencing Unit with all necessary software license			02		
<b>1(c)</b>	Call Control			02		
<b>1(d)</b>	Web Server			02		
<b>1(e)</b>	Recording/Streaming server			02		
<b>1(f)</b>	Any additional Hardware/Software component, please specify			As per requirements		
<b>2</b>	AMC of Video Conferencing end points as per the Technical Specifications	To be proposed by the SI	7-9 Feet	40		

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



	given in Table 4 of Part 5 of this RFP including additional accessories for supporting the architecture**					
<b>3</b>	AMC of Video Conferencing end points as per the Technical Specifications given in Table 5 of Part 5 of this RFP including additional accessories for supporting the architecture**	To be proposed by the SI	10-15 Feet	20		
<b>4</b>	AMC of Video Conferencing end points as per the Technical Specifications given in Table 6 and 7 of Part 5 of this RFP including additional accessories for supporting the architecture**	To be proposed by the SI	20-30 Feet	10		
<b>Grand Total (in Rs.)</b>						<b>B</b>

\*\* To be quoted by the bidder as per latest industry trends.

The rate quoted by the bidder in Section A and Section B of this Price Schedule will be considered as standard rate of VC endpoints during the Contract period i.e. the same rate will be valid for the entire contract duration from the date of acceptance of Purchase Order (PO).

Bank reserves the right to procure any items mentioned under the rate contract.

**Section C: Price Schedule for Facility Management Services  
(Date of Start of Facility Management Services will be as per Bank's Discretion)**

Sr. No.	Level of resource	No of resources	Total cost for each year					Total Cost for 5 years (in Rs.)
			Year 1	Year 2	Year 3	Year 4	Year 5	
<b>1</b>	<b>L1</b>	<b>3</b>						
<b>2</b>	<b>L2</b>	<b>2</b>						
<b>3</b>	<b>L3</b>	<b>2</b>						

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



<b>Grand Total (in Rs.)</b>						<b>C</b>
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#### **Section E: Components for L1 Criteria**

<b>Sr. No.</b>	<b>Price Schedule Component</b>	<b>Total Cost (in Rs.)</b>
<b>1</b>	Section A: Central Setup and Endpoints with 3 year warranty	
<b>2</b>	Section B: Annual Maintenance Contract of Central Setup and Endpoints for 2 Years Post Warranty	
<b>3</b>	Section C: Facility Management Services	
<b>Grand Total (in Rs.)</b>		<b>A+B+C</b>

#### **Facility Management services includes but not limited to the following:**

1. Overall Monitoring and management of the Hardware and Software.
2. Coordination for delivery/ installation of new hardware in stipulated time frame
3. Quality service delivery
4. Onsite team management
5. SLA Maintenance, Management & Reporting
6. Submission of periodical reports on the performance of the equipment's and its reviews
7. Crisis Management and Emergency Response Procedures.
8. The members to be deputed will be interviewed by BOI officials prior to deputation.
9. The deputed personnel should be prepared to work for extended hours in case of need.
10. The deputed personnel should abide by timings of the BOI
11. L1 Vendor, in their own interest, has to deploy their engineers at least 1 week in advance, before the expiry of the current contract with the existing vendor, in order to understand the job from the existing team. This would help in smooth execution of work when the actual contract commences.
12. The members of the on-site team should be provided with mobile phones by the vendor and the details like Name, Address (Inclusive of Residential Telephone Number (Residential), Mobile Number should be provided to Bank.
13. Name of emergency contact personnel with relationship and Telephone number should be provided to Bank.
14. Disability if any or suffering for any disease should be informed to the Bank in advance.

Classification: **Confidential** Sub-Classification: **Service Provider Confidential**

15. The on-site team shall maintain attendance register and the same should be sent monthly to Bank.
16. The on-site team shall not be changed without prior approval from Bank and adequate notice (minimum 15 days). Any resigned resource of on-site team should not be relieved before giving suitable replacement.
17. The vendor will also provide suitable on-site technical staff to supplement the efforts of the on-site support resources during emergencies / contingencies which might impact the systems and services covered under this scope.
18. Vendor shall provide backup resource in case any of the project member avails leave, however Vendor service delivery team will be entirely responsible for team deployment, SLA monitoring, task delegation, workload distribution and team size.
19. Absence of any resources must be complemented and fulfilled by deploying the equal skilled resources
20. The Vendor must ensure one month's notice with proper handover for any change of manpower pertaining to project manager profile.
21. If the engineer is found to be not qualified / suitable / his performance is not satisfactory, vendor will have to replace the engineer within 30 days of written communication from Bank regarding the same.
22. In case absence of Production support engineer and Database administrator, it is a responsibility of vendor to provide equivalent skilled resource at onsite for the above mentioned scope of work. Failure may attract penalty.
23. In the implementation of the contract, the vendor and its employees shall at all the times comply with & abide by the security policy of the bank in so far as the same may be applicable to or in respect of the works and the provisions of the contract.
24. Confidentiality of the network setup, configurations and all related details including the addressing scheme etc. shall not be disclosed by the vendor to any third parties or persons (except to vendor's own employees and that too only to those employees or representatives who need to know the same).
25. Vendor will follow and comply with the procedures and policies, applicable to the scope of work mentioned above laid down by the Bank vide IS Security Policy from time to time and also extend full cooperation to the auditors designated by Bank.
26. Vendor/ deputed personnel at BOI will inform Bank about any correspondence with external entities pertaining to any point mentioned in the scope of work above.
27. Depending on the sensitivity and criticality of the services or data provided, Bank will consider commissioning or requesting a review of vendor's internal control structure for ensuring that any confidential/restricted/internal information of the Bank is maintained securely. Vendor will assist and co-operate with the Bank auditors in a way as they are expected to assist and co-operate with their audit.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



28. Bidder has to ensure the required uptime of 99.95% on monthly basis. Minimum resources as per point mentioned above are to be provided in our Data Center by the selected bidder. If any additional resources are required to maintain the uptime of 99.95%, the bidder has to provide without any extra cost to the Bank.
29. The Facility Management charges shall be paid by the bank in equal Quarterly installments within thirty (45) days from the date submission of invoice after completion of respective quarter, subject to satisfactory services rendered from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule. Year for this purpose will be calculated from the date of successful installation & acceptance of the hardware.
30. The Bank reserves the rights to buy for the line items as mentioned above as full or any partial. The Bank also reserves the rights to increase the number of any line items mentioned while doing the actual procurement.
31. Price quoted should be exclusive of Goods & Services tax but inclusive of all other applicable taxes. Bank reserve the rights to Buy for the line items as mentioned above as full or any partial hardware and software. Bank also reserve the rights to increase the number of any line items mentioned while doing the actual procurement.
32. The rates under rate contract shall be same or lesser of rates as quoted for licenses (line item wise) which are procured in Section-A during solutions procurement.
33. In case of discrepancy between figures and words, the amount in words shall prevail.
34. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
35. Successful bidder has to submit the OEM support certificate for all Products, Hardware and Software for releasing the payment. Bank will not release the payment until the certificate from the OEM will not be provided.
36. The bidder shall mandatorily attach the detailed Specifications of all Hardware/ Software, Components as above separately in the Technical Bid (Bill of Material, Format 6.13), supported by Technical Literature/ Data sheet/ Product Catalogues/Brochures, etc. This is Mandatory for the bidder.
37. Software quoted in this bid should not be END of support during contract period.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



38. For any item, the price is not quoted or cost is indicated as zero, it will be assumed that the item is provided to the bank at no cost.

39. Any extra components/ item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only.

**Signature of Bidder**-----

**Name** -----

**Business address** -----

**Place :**

**Date :**

**Important Notes:**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



#### **FORMAT 6.4 BID SECURITY DECLARATION**

To  
The General Manager,  
Bank of India Star House-2,  
'G' Block, Head Office,  
I.T. Department;  
8th floor, Bandra Kurla Complex,  
Bandra (East), Mumbai – 400 051

Dear Sir,

**Subject: Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years**

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

We \_\_\_\_\_ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 1 year from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming successful bidder and if: a) we fail to execute Contract within the stipulated time. b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date: \_\_\_\_\_

For \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signatories  
(Name & Designation, seal of the firm)



**FORMAT 6.5 CONTRACT FORM**

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

**THIS AGREEMENT** made the .....day of....., 2021. Between ..... (*Name of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part:

**WHEREAS** the Purchaser invited Bids for certain Products and services viz., ..... (*Brief Description of Products and Services*) and has accepted a Bid by the Supplier for the supply of those Products and services in the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of Bid No.: **Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021** shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) the Bid Form and the Price Schedule submitted by the bidder;
  - b) the Bill of Material;
  - c) the Technical & Functional Specifications;
  - d) the Terms and Conditions of Contract;
  - e) the Purchaser's Notification of Award;
  - f) Schedule of Dates, Amounts etc.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Products and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of: .....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of: .....

**FORMAT 6.6 PERFORMANCE BANK GUARANTEE /SECURITY**

Bank Guarantee No. ....

Date: .....

Issued by.....

To,

Bank of India  
(As per RFP).....

.....

**WHEREAS**....., having its registered office at..... (hereinafter called the "Service Provider") has undertaken, in pursuance of your RFP Reference No. Ref: .....Dated ..... for the supply, Installation, commissioning and maintenance under for Procurement, Installation, Commissioning, Maintenance of Video conferencing setup (in full) (with 20% leverage on either side) and Annual Maintenance support of Video conferencing setup (in full) with Facility Management for Bank's Head Office (hereinafter called "the Contract").

**2. AND WHEREAS** it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized Bank for the sum of Rs..... as security for compliance with the Service Provider's performance obligations in accordance with the said Contract.

**3. AND WHEREAS** we .....having our Head Office at..... and a Branch office at..... at the request of the Service Provider issue this Guarantee in your favour guaranteeing the due performance of the Service Provider of the said Contract.

**4.** We ..... Bank hereby agree and affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a sum of Rs ... ( Rupees in words) and we undertake to pay you the said amounts without demur or objection, upon your first written demand declaring the Service Provider to be in default under the said Contract. We shall pay the said amounts without cavil or argument as aforesaid, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.

**5.** We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

6. We, \_\_\_\_\_ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Bank of India under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Bank of India certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee. This Guarantee shall be valid up to..... and unless a demand or claim under this guarantee is made on us in writing on or before the..... +6 months we shall be discharged from all liability under this guarantee thereafter.

7. We, \_\_\_\_\_ (indicate the name of bank) further agree with Bank of India that Bank of India shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by Bank of India against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, act or omission on the part of Bank of India or any indulgence by the Bank of India to the said Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. This guarantee will not be discharged due to the change in our constitution or of the Service Provider.

9. We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency.

Executed at..... on this the ..... Day of .....

Signature and Seal of Guarantors (Service Provider's Bank)

.....  
Date.....

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



.....  
Address: .....  
.....

**FORMAT 6.7 BANK GUARANTEE FOR ADVANCE PAYMENT**

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

To: \_\_\_\_\_ (Name of Purchaser)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name of Contract)

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, to provide for advance payment, \_\_\_\_\_ (name and address of Supplier) (hereinafter called "the Supplier") shall deposit with \_\_\_\_\_ (name of Purchaser) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ (amount of guarantee\* (in figures and words)).

We, the \_\_\_\_\_ (bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ (name of Purchaser) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding \_\_\_\_\_ (amount of guarantee\* in figures and words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ (name of Purchaser) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until \_\_\_\_\_ (expected date of last delivery).

Yours truly,  
Signature and seal :  
Name of bank/  
Financial institution :  
Address :  
Date :

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



- An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.8 MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

No. \_\_\_\_\_

Date:

To:

-----  
-----  
-----

Dear Sir:

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

We \_\_\_\_\_ who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at \_\_\_\_\_ (*address of factory / facility*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- (a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
  - i. notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Bank and shall be inline to RFP terms. The blueprints, design documents, operations manuals, standards, source codes and specifications of the Products shall be provided to bank at no cost, if requested for ensuring business continuity.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



(c) We duly authorize the said firm to act on our behalf in fulfilling all scope, Technical support and maintenance obligations required by the contract.

(d) We will engage our (OEM) team for deployment, implementation of the solution/ solution(s) in the stipulated timeline of RFP, we, OEM, undertake to deploy the solutions, in line with the deployment methodology as proposed during bid submission by our partner and approved by us. Thereafter, support will be provided for contract period.

Yours faithfully,

Authorized Signatory  
(Name of OEM/ Producers)  
Note:

- i. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Bid.
- ii. This MAF/ Undertaking letter has to be issued by every OEM / all OEMs of the solutions offered by the bidder under this RFP.

**FORMAT 6.9 PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER  
AFTER SUCCESSFUL COMMISSIONING OF THE SOLUTION**

No.

Date:

M/s.

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

**Sub: Certificate of commissioning of Video Conferencing Solution**

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_

b) Description of the Solution \_\_\_\_\_

c) Quantity \_\_\_\_\_

d) Date of commissioning and proving test \_\_\_\_\_

2. Details of products not yet supplied and recoveries to be made on that account:

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

3. The proving test has been done to our entire satisfaction and Staff have been trained to operate the Product.
4. The Supplier has fulfilled his contractual obligations satisfactorily\*

or

The Supplier has failed to fulfil his contractual obligations with regard to the following:

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.
6. The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation with stamp : \_\_\_\_\_

**\* Explanatory notes for filling up the certificates:**

- (a) The supplier has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The supplier has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Supplier as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Supplier, the extent of delay should always be mentioned.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



### FORMAT 6.10 ORGANISATIONAL PROFILE

**(Include in Technical Proposal Only – Not to be included in Price Proposal)**

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

CONSTITUTION Proprietary Private Ltd. Public Ltd.	:		
Established since Commercial Production of the solution on Offer started since	:		
Address of Registered Office	:		
Category	:	Software Producer / Developer (Principal) Hardware Manufacturer (Principal) System Integrator / Solution Provider (Third-party) Any Other ( <i>please specify</i> )	
		Name	Phone Nos. (With STD Codes)
Names of Proprietor/Partners/Directors	:	1.	
		2.	
		3.	
		4.	
Number of Engineers familiar with the solution being offered	:		
Number of Total Employees	:		
Solution being offered, sold so far to:			
Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail)	Modules in Use	Date of Sale	Whether Warranty/AMC still continues
1.			
2.			

**Note:** Please support the above facts with documentary evidence. Please also attach Income-Tax Clearance Certificate (latest), Referral Letters from Clients mentioned above.

Classification: **Confidential** Sub-Classification: **Service Provider Confidential**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**Signature of The bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Business address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.11 SERVICE SUPPORT DETAILS FORM**

**Ref No.**

**Date-**

To:  
The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

Dear Sir,

Please find the service support details, which shall be available to the Bank as and when required -

City / Location	Postal Address, Telephone, Fax, E-Mail and Contact Details of Support Personnel	Office Working Hours (Please mention whether the Support Agency is Owned or Franchise arrangement)	Number of Software Engineers capable of supporting the Software being offered	Owned or Franchisee

**Signature of Bidder:** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Business address :** \_\_\_\_\_

**Place:**

**Date:**



**FORMAT 6.12 FORMAT FOR BANK GUARANTEE AGAINST ANNUAL  
MAINTENANCE (If Applicable)  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)  
Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

Bank Guarantee No.: ..... Date: .....

To..... (Name of the Purchaser)

Whereas ..... (Name of the Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated..... to supply ..... (Description of Products and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system for next Seven years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs. .... (Amount of guarantee in words and figures) being 4% of the Contract Price and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. .... (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until ..... day of ..... ..

Signature and Seal of Guarantors

.....  
.....

Date: ..... ..

Note:

1. Suppliers should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



2. Stamp paper is required for the bank guarantees issued by the banks located in India.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.13 BILL OF MATERIAL**

**(To be included in Technical Bid)**

To,

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

Dear Sir:

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

A) **The Bidder should provide Bill of Material for entire Solution.**

Sr. No	Description	Make	Model	Quantity

We confirm that, the quoted Bill of Material (BOM) is in compliance of all RFP terms and conditions. If it is found that “BOM” is not in compliance of any/all of the terms and conditions, at any moment, the Bank as it discretion, may reject the bid / terminate the contract without any prior notice to the bidder.

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Place:**

**Date:**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.14 UNDERTAKING FOR SUPPORT SERVICES**

To:

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

Gentlemen,

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

-----

We undertake, that adequate specialized expertise are available to ensure that the support services are responsive and We assume total responsibility for the fault free operation of the solution proposed and maintenance during the support period.

We undertake that during support Period we will maintain an Uptime of 99.95 % on monthly basis for the entire/core solution proposed.

Dated this ..... day of ..... 2021

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.15 COMPLIANCE STATEMENT**

To,

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

Gentlemen,

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

We certify and agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Deviations if any –

Main RFP / Annexure/Format No.	Clause / Sub Clause No.	Deviation	Specific Page no. of the Response

Signature of Authorized signatory with seal

Place:

Date:

Note: There should not be any deviations in the solution proposed by the bidder. Bidder has to give his response by writing 'NIL' in the statement. It shall be deemed that there is no deviation, irrespective of the fact whether any mention in the bid document anywhere.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.16 CONFIRMITY TO ELIGIBILITY CRITERIA**

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

<b>Sr. No.</b>	<b>Eligibility Criteria for Service Integrator</b>	<b>Compliance (Y/N)</b>
1	<p>The bidder should be a registered company in India as per Companies Act 1956 / 2013 and must be in existence for the last 5 years on the date of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with the copies of Memorandum and Articles of Association have to be submitted along with the technical bid.</p> <p>Note – In case of MSEs only, the count of years may be relaxed subject to meeting the quality and technical specifications.</p>	
2	<p>The bidder must have minimum annual turnover of Rs.100 Crores (not inclusive of the turnover of associate companies) for each of the last three (3) financial years, i.e. FY 2018-19, FY 2019-20 and FY 2020-21. The bidder should also be in net profit or Positive Net worth after tax during these three financial years (Certified / Audited Balance Sheets and P&amp;L statements for the last 3 financial years should be submitted in support of the turnover and profitability). In case of MSE the relaxation can be given if the bidder is technically eligible.</p> <p>Note – In case of MSEs only, the turnover may be relaxed subject to meeting the quality and technical specifications.</p>	
3	<p>The bidder should be the Gold Partner/Premium Partner for the last 1 year on the date of RFP, with an authority to sell, upgrade, supply, service and maintain the proposed products during the entire period of contract with the Bank.</p> <p>The Bidder needs to submit Manufacturer Authorization Form (MAF), having reference to this RFP, from respective OEMs stating that bidder is authorized partner and is authorized to participate in this RFP.</p> <p>The bidder must submit a letter from the OEM confirming the “Back-to-Back” agreement / arrangement for next 5 years to Bank of India, if the contract is awarded to the bidder.</p>	
4	<p>The bidder should not have been blacklisted by Public Sector/Private Sector Bank in India in the past or present. A self-declaration letter</p>	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



	by the bidder, on the Company's letterhead should be submitted along with technical bid.	
5	All/ Proposed OEM Product(s) as solutions should have been procured and implemented in Public / Private Sector Bank / BFSI Sector/ Govt. Enterprise in India in the last 3 years and presently under support. Bidder should submit the supporting document on the same.	
6	In the response to the RFP, both bidders i.e. OEM (in individual capacity) and OEM with SI cannot bid simultaneously i.e. either OEM (Original Equipment Manufacturer) in individual capacity or OEM with SI i.e. Their authorized distributor/partner in India can bid in the RFP.  In case, both OEM (in individual capacity) and OEM with SI submitted the bids, the bid submitted by OEM (in individual capacity) will be considered.	
7	The bidder has to submit Integrity Pact (IP) duly signed by authorized signatory as per the format "Format 6.18" mentioned in the RFP, on stamped paper at the time of bid submission. The bid shall be liable for rejection in case of non-submission of IP. (Format 6.18).	
8	The bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.	
9	The Auditor/ Firm/ Company/LLP or its group company / subsidiary company / holding company /affiliate /associate company / partner should have never been black listed and/ or banned and /or barred and / or disqualified and or prohibited by SEBI and /or RBI and /or NCLT and/ or NCLAT and / or any court of law and / or quasi-judicial authority / and or any other statutory and/ or regulatory authority, in undertaking any work directly or indirectly which is required to perform as stated in this RFP and/ or issuance of any certificate of audit directly or indirectly with respect to the work stated herein the RFP.	
10	The proposed solution is in adherence to the statutory guidelines and its subsequent amendments (in present and in future).	
11	The bidder should have branch / service centres / franchises at Mumbai, Bengaluru and other places in India. List of branch / service centre / franchises with full details of Name, Address / Telephone Numbers should be attached.	
12	The bidder must have deployed and must be maintaining video conferencing solution with central/backend infrastructure for 3 customers in India with 50HD port, of which 2 customers must be public/ private/ BFSI/ Government/ PSU.	



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



13	A summary of deployment/ implementation establishing the bidder's experience and OEM/product capability must be enclosed with the Technical Bid.	
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SI No.	OEM Eligibility Criteria	Proofs to be enclosed	Compliance (Y/N)
1	The OEM for Video Conferencing shall be in the Leader Quadrant of latest report of Gartner Magic Quadrant for Meeting Solutions.	Latest Gartner Report along with OEM Undertaking that the submitted report is the latest report	
2	The OEM shall have a registered office in India	A documentary proof with complete Address details and contact person details shall be submitted along with the offer	
3	The OEM should have at least ten spares depot in India.	Undertaking from the OEM on the OEM's Letter Head with the details of depot in INDIA	
4	The OEM/Manufacturer of proposed Video Conferencing Equipment should be ISO9001 or ISO14001 or ISO27001 Certified.	Copy of certifications.	
5	The OEM should have a toll free number and should provide direct <b>24 x 7</b> Telephonic TAC Support to the Bank.	The OEM should give an undertaking on their letterhead	
6	The OEM should have been present in India for at least last 10 years.	A documentary proof shall be submitted along with the proposal.	
7	The OEM should have their own warehouse in India for giving Next Business day replacement to the the bank directly incase of any hardware failure	A documentary proof shall be submitted along with the Proposal.	
8	The OEM should be Profitable for the last 3 consecutive years from the date of Bidding	Balance Sheet copies	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



<b>9</b>	The OEM should have atleast 4 customer reference in last 5 years in India in PSU/ Government/ nationalized banks , where minimum 20 HD Video Endpoints has been deployed .	PO Copies/ customer reference letters shall be provided	
<b>10</b>	The OEM should have atleast 2 customer reference in last 3 years in India in PSU/ Government/ nationalized banks , where minimum 1 Nos. 20 port HD MCU has been deployed .	PO Copies/ customer reference letters shall be provided	
<b>11</b>	The MCU, Video endpoints, Management, scheduling, Gatekeeper , desktop client , recording and firewall traversla should be from one OEM. The MCU, Gatekeeper, Recording, Firewal traversal should be OEM appliance platforms		

**FORMAT 6.17 BUSINESS RULES AND TERMS & CONDITIONS  
OF REVERSE AUCTION**

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

Reverse Auction event will be carried out among the Technically Qualified bidders, for providing opportunity to the bidders, to quote the price dynamically, for the procurement for which RFP is floated.

**A) Definitions:**

- 1) “Bank” means Bank of India.
- 2) “Service Provider” means the third party agency / company who has been selected by the Bank for conducting Reverse Auction.
- 3) “L1” means the bidder who has quoted lowest price in the Reverse Auction process.
- 4) “L2” means the bidder who has quoted second lowest price in the Reverse Auction process.

**B) Eligibility of The bidders to participate in Reverse Auction:**

- 1) The bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reversion Auction and submit the undertakings as per Annexure-A , can only participate in Reverse Auction related to the procurement for which RFP is floated. The bidders not submitting the above undertaking or submitting with deviations / amendments thereto, will be disqualified from further evaluation / participation in the process of relevant procurement.
- 2) The bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

**C) Training:**

- 1) Bank will engage the services of Service Provider to provide necessary training to representatives of all eligible bidders for participation in Reverse Auction. All rules & procedure related to Reverse Auction will be explained during the training.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



- 2) Date, Time, Venue etc. of training will be advised at appropriate time.
- 3) Eligible bidder / his authorized nominee has to attend the training as per the schedule and at the specified venue at his / bidder's own cost.
- 4) No request from the bidders for change in training schedule and/or venue will be entertained.
- 5) However, Bank reserves the right to postpone / change / cancel the training schedule, for whatsoever reasons, without assigning any reasons therefor, even after its communication to eligible The bidders.
- 6) Any bidder not participating in the training process will do so at his own risk.

**D) Reverse Auction Schedule:**

- 1) The date and time of start of Reverse Auction and its duration of time will be informed to the eligible bidders well in advance, at least a week before the Reverse Auction date.
- 2) Bank reserves the right to postpone / change / cancel the Reverse Auction event, even after its communication to the bidders, without assigning any reasons therefor.

**E) Bidding Currency:**

Bidding will be conducted in Indian Rupees (INR).

**F) Start Price:**

Bank will determine the Start Price for Reverse Auction –

- 1) On its own and / or;
- 2) Evaluating the price band information called for separately from each eligible bidder at appropriate time and / or;
- 3) Based on the price bids received and if opened, Bank may determine the start price on the basis of the lower quote received.

**G) Decremental Bid Value:**

- 1) The bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher.
- 2) The bidder is required to quote his bid price only at a decremented value.
- 3) The bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 .... level of next available lower level.

**H) Conduct of Reverse Auction event:**

- 1) Reverse Auction will be conducted on a specific web portal, meant for this purpose, with the help of the Service Provider identified by the Bank.
- 2) Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible The bidders etc., and finally conduct of Reverse Auction.
- 3) The bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves.
  - a) In the event of failure of their internet connectivity (due to any reason whatsoever it may be), it is bidders responsibility / decision to send fax communication immediately to Service Provider, furnishing the bid price they want to bid online, with a request to upload the faxed bid price online, so that the service provider will upload that price online on behalf of the bidder. It shall be noted clearly that the concerned bidder, communicating this price to service provider, has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time. Such bidders have to ensure that the service provider is given reasonable time by the bidders, to upload such faxed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the bidders, Service Provider

will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.

- b) In order to ward-off such contingent situation, bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply or whatever required, so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and BANK is not responsible for such eventualities.
- 4) Bank and / or Service Provider will not have any liability to the bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
  - 5) For making the process of Reverse Auction and its result legally binding on the participating the bidders, Service Provider will enter into an agreement with each eligible bidder, before the start of Reverse Auction event. Without this, the bidder will not be eligible to participate in the event. The format of the agreement is as per the Annexure-C.
  - 6) The bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
  - 7) The bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. The bidder / his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the concerned bidder / his company.
  - 8) Reverse auction will be conducted as per English Reverse Auction with no tie, where more than one bidder cannot have identical bid price.
  - 9) Any bid once made by the bidder through registered Login ID & Password, the same cannot be cancelled. The bidder is bound to supply as per the RFP at the bid price of Reverse Auction.
  - 10) Auto Bid:

- i) The bidder can take the advantage of Auto Bid facility available in Reverse Auction system. Auto Bid feature allows the bidder to place an automated bid against other bidders in an auction by confirming to one decrement and bid without having to enter a new price each time a competing The bidder submits a new offer.
  - ii) Auto Bid facility can be used by the bidder only once. The bidder can at no point of time during the course of the Reverse Auction, revise / delete his Auto Bid price. The bidder has the facility to revise his Auto Bid value only prior to the start of the Reverse Auction event.
  - iii) Only after the lowest price quoted by other bidders is equal to or less than the minimum Auto Bid value put in the system by Auto Bid, he will get the option to manually bid.
  - iv) If more than one bidder opts for the Auto Bid facility and if the lowest price quoted by more than one in Auto Bid facility is same, then the bidder who has opted for the Auto Bid facility first will get the advantage of being the “L1”, with the second the bidder being “L2” at a price one decrement higher than the “L1” value and so on.
  - v) If one of the bidder has opted for the Auto Bid facility, the system automatically places a bid by conforming to one decrement from the bid that any of the other bidders might have quoted. In such a case, if bidder directly quotes the same price as the lowest price which bidder who has opted for the auto bid facility, then the bid submitted by the manual bidder would be accepted as the “L1” bid. But at that point of time onwards, the manual control of the Auto The bidder would be enabled for the Auto bidder.
  - vi) Service Provider will explain in detail about the Auto Bid during the training.
- 11) Reverse Auction will normally, be for a period of one hour. If a bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.



(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible bidders before the start of the Reverse Auction event.)

- 12) The bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:
  - i) Opening Price
  - ii) Leading / Lowest Bid Price in Auction (only total price)
  - iii) Last Bid Price placed by the respective bidder.
- 13) During Reverse Auction, if no bid price is received within the specified time, Bank, at its discretion, may decide to revise Start Price / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

**I) Reverse Auction Process:**

- 1) At the end of Reverse Auction Event Service Provider will provide the Bank all necessary details of the bid prices and reports of Reverse Auction.
- 2) Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful bidder.
- 3) Successful bidder has to fax the duly signed filled-in prescribed format (Annexure-B) as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original signed Annexure-B should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
- 4) Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of bidder/vender to conduct business with Bank as per prevailing procedure.
- 5) Successful bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.
- 6) Successful bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such bidder and / debar him from participating in future

- 7) In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

**J) The bidder's Obligation:**

- 1) The bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / bidders
- 2) The bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

**K) Change in Business Rules, Terms & Conditions of Reverse Auction:**

- 1) Bank reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- 2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.

Modifications made during the running of Reverse Auction event will be advised to participating bidders immediately.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**Annexure-A**

**(to be submitted on company letter head by all bidders participating in Reverse Auction)**

To,  
Bank of India

Date: -----

**Acceptance of Reverse Auction Business Rules and Terms & Conditions  
in respect of Tender / RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_  
For \_\_\_\_\_**

=====

We refer to the captioned subject and confirm that –

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Bank and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 5) I / We do understand that Service Provider may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by \_\_\_\_\_ (name of Service Provider) and agree to enter into

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.

- 8) We will fax duly signed filled-in prescribed format (Annexure-B) as provided on case-to-case basis, to Bank within 24 hours of end of Reverse Auction without fail.
- 9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.
- 10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and /debar us from participating in future tenders.
- 11) We nominate our official Shri \_\_\_\_\_ Designation \_\_\_\_\_ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under –

E-mail:

Mobile:

-----

Signature with company seal:

Name of Authorized Representative:

Designation:

E-mail:

Mobile :

Tel. No:

Fax No.:

**Annexure-B**

**(to be submitted / faxed by Successful bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)**

To,  
Bank of India  
----

Date: -----

Sir,

**Final / Lowest Bid Price quoted in Reverse held on \_\_\_\_\_**  
**in respect of Tender / RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_**  
**For \_\_\_\_\_**  
=====

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under –

Rs. (in figures): \_\_\_\_\_

Rs. (in words): \_\_\_\_\_

We confirm that –

- 1) ☐ We enclose herewith the detailed break-up of above price as per Bill of Material  
**OR**  
☐ We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.
- 2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / / or debar him from participating in future
- 3) We are bound to supply at the above final bid price of Reverse Auction.
- 4) We note that in case of back out or not supply as per the above rates quoted by us, Bank will take appropriate action against us and / / or debar him from participating in future

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



Signature with company seal:

Name of Authorized Representative:

Designation:

Mobile :

Tel. No :

Fax No :

Email:

**Annexure- C: Process Compliance Form**

(The bidders are required to print this on their company's letter head and sign, stamp before faxing to Service Provider)

To  
(Name & Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions  
For the Reverse Auction  
-----

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the Tender No.  
\_\_\_\_\_

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that \_\_\_\_\_(Bank) and \_\_\_\_\_(Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize \_\_\_\_\_ (Service Provider) to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either \_\_\_\_\_ (Bank) or \_\_\_\_\_ (Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



- 6) I/we do understand that \_\_\_\_\_(Service Provider) may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure B as requested by \_\_\_\_\_ (Bank) / \_\_\_\_\_ (Service Provider) within the stipulated time.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

## **FORMAT 6.18 PRE-CONTRACT INTEGRITY PACT**

PRE-CONTRACT INTEGRITY PACT  
BETWEEN  
BANK OF INDIA  
AND

.....

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of .....2021, between, on one hand, the Bank of India acting through Shri , Designation of the Officer (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in officer and assigns) of the First Part and M/s. .... represented by Shri Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) award the contract and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



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

**Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through

intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

**Commitments of BIDDERS**

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

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



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

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

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

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

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

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

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

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

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

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

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

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

#### **5. Earnest Money (Security Deposit)**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_ as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument as specified in the RFP.

5.2 The Earnest Money / Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period / Defect liability period.

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

5.4 No Interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

- (iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.



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

## **7. Fail Clause**

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

## **8. Independent Monitors**

8.1 There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation and with approval of the Central Vigilance Commission.

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

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

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

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

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

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

8.7The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **10. Law and Place of Jurisdiction**

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

#### **11. Other Legal Actions**

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

#### **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



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

**13.** The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

Name of the Officer

Name of the Officer

Designation

Designation

Bank of India

Witness

Witness

1

1

2

2

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



## **FORMAT 6.19 UNDERTAKING OF INFORMATION SECURITY COMPLIANCE**

**(This letter should be on the letterhead of both bidder and OEM duly signed by an authorized signatory)**

To:

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

Sir,

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) during entire contract period. If, any case reported, to be fixed by the bidder without any additional cost to the bank on immediate basis.

Yours faithfully,

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business address:** \_\_\_\_\_

**Place:**

**Date:**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.20 KNOW YOUR EMPLOYEE (KYE) COMPLIANCE**

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

To:  
The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

Sir,

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

We (name of the company) hereby confirm that all the manpower (both on-site and off-site) deployed/to be deployed on Bank's project for ..... (Name of the RFP) have undergone our internal KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

1. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages , claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

2. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report(issued in last six months), character certificate regarding fit and satisfactory conduct, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for ..... (Name of the RFP)."

Yours faithfully,

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business address:** \_\_\_\_\_

**Place:**

**Date**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.21 UNDERTAKING OF AUTHENTICITY OF SOLUTION  
(HARDWARE AND SOFTWARE)**

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

To,

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

Dear Sir,

With reference to the subject matter, we hereby undertake that all the components/parts/assembly/software used in the Solution, Hardware, Application Server Software and Backup software for Proposed Solutions shall be original and new components / products only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / Software are being used or shall be used.

We also undertake that in respect of licensed operating system/other required software, if any, the same shall be supplied along with the authorized license certificate (e.g. Product Keys, if any on Certification of Authenticity) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

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

In case of default and we are unable to comply with above at the time of delivery or during installation, we agree to take back entire setup (i.e. Servers, Application Server Software and Backup software) for Video Conferencing Solution without demur, if already supplied and return the money if any paid to us by you in this regard.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business address:** \_\_\_\_\_

**Place:**

**Date:**



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.22 SELF-DECLARATION OF NON-BLACKLISTING**

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

Date:

To  
The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

Dear Sir:

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

We \_\_\_\_\_ who are established and reputable hereby confirm that our company (The Auditor/ Firm/ Company/LLP) or its group company / subsidiary company / holding company /affiliate /associate company / partner should have never been black listed and/ or banned and /or barred and / or disqualified and or prohibited by SEBI and /or RBI and /or NCLT and/ or NCLAT and / or any court of law and / or quasi-judicial authority / and or any other statutory and/ or regulatory authority, in undertaking any work directly or indirectly which is required to perform as stated in this RFP and/ or issuance of any certificate of audit directly or indirectly with respect to the work sated herein the RFP”.

Yours faithfully,

Authorized Signatory (Name)

(Designation)

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Bid.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.23 ESCALATION MATRIX OF ALL VERTICALS**

**(To be kept in the Technical Proposal Envelope)**

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

The escalation matrix up to top level of company is tabulated below in hierarchy-

Sr. No.	Particulars	Level-1 Escalation	Level-2 Escalation	Level-3 Escalation
1		Name: Phone No: Cell No: Email :	Name: Phone No: Cell No: Email :	Name: Phone No: Cell No: Email :

**Yours faithfully,**

**Authorized Signatory (Name)**

**(Designation)**

**Note-** Kindly mention escalation matrix of all verticals (support, sales and delivery of the company. There should be a single point of contact of senior level for verticals.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.24 UNDERTAKING OF EXPERIENCE OF INSTALLATION AND SUPPORT OF PROPOSED SOLUTIONS**

**(This letter should be on the letterhead of both bidder and OEM separately duly signed by an authorized signatory)**

To:

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

Sir,

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

We hereby undertake that we (in case of OEM) / our partner .....(Name of Bidder) are/is possessed expertise in implementation and support of proposed solution in compliance of RBI guidelines (and its amendments) and best industry standards.

Yours faithfully,

**Signature of Authorized Signatory from OEM/ bidder** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Business address:** \_\_\_\_\_

**Place:**

**Date:**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.25 UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE RFP**

(To be submitted on the bidder Company's Letter Head)

Date:

To:

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

Sir/Madam,

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP including all addendum/amendment/ corrigendum floated for Bank of India pertaining to this RFP Ref. No. **BOI:HO:IT:VC :0691 Dated:07.10.2021**

Authorized Signatory

(Name)

Designation

Seal/Stamp of the Contractor

Date:

**FORMAT 6.26 SOFTWARE/SOLUTIONS INTEGRITY CERTIFICATE**

**(To be issued by OEM on OEM Company's Letter Head)**

Date:

To:  
The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

**INTEGRITY STATEMENT**

This is to certify that our product ....., Version: ..... (Hash Value -.....), developed by and a copyright of ..... follows standard secure coding practices and has been tested and certified for the following checks:

- i. That the application has undergone the required level of unit, system, stress and volume tests and is free of any obvious bugs.
- ii. That the software is tested with anti-virus/anti-malware software and is free of any known virus/malwares at the time of sale.
- iii. That the application is free of any covert channels in the code being provided and subsequent modifications to be done on them.
- iv. We have evaluated the cryptographic implementation and have ensured that only cryptographic modules based on authoritative standards and reputable protocols are used.
- v. We confirm that Source code testing is carried out on application source code (to identify and detect security threats and weaknesses in its systems) and there are no OPEN vulnerabilities.
- vi. We confirm that Application Security testing is carried out for application (to identify and detect security threats and weaknesses in its systems) and there are no OPEN vulnerabilities.
- vii. We confirm that we are conducting secure coding training programs for our software developers/testers on periodical basis.

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis.

Authorized Signatory

Date: .....

**FORMAT 6.27 UNDERTAKING FOR SOURCE CODE AND APPLICATION SECURITY TESTING**

**(To be issued by OEM on company's Letter Head)**

Date:

To:  
The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

**Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

We hereby undertake that our product has undergone following-

- i. Source code audit (Comprehensive analysis of source code for discovering bugs and security breaches and its compliance) has been done by..... (Name of Consultant).The summary on compliance /clearance of the same is attached with technical bid.
- ii. The solution has undergone SAST/DAST/IAST for application security testing and clearance /compliance of the same has been obtained from..... (Name of the firm). The same is in compliance of RBI guidelines (and its amendments) and best industry standards.
- iii. For any version change/upgrade, the solution undergone and cleared on both of above i.e. Source Code Audit and SAST/DAST/IAST for application security testing.

We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis during contract time.



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



Authorized Signatory (OEM)

Name-

Designation-

Place:.....

Date: .....

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



## **FORMAT 6.28 PROJECT PLAN**

**(To be submitted on the Company's Letter Head)**

Date:

To:  
The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

**Your Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

We hereby attach the Comprehensive Project Plan (as per project management standards) along with this format in two parts-

- I. Project Plan/Design/Architecture
- ii. Project Implementation Plan (Solution Design, Architecture, Rollout and Installation)
- iii. Solutions Support Plan (post implementation)

We also confirm that the above project management practices will be met by us for all the changes that we make in the application/ module on a regular basis.

Authorized Signatory

Name-  
Designation-  
Place:.....  
Date: .....

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.29 CHECKLIST**

**Your Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

The bidder shall confirm whether following are submitted in their bid. The bidder shall indicate the page no. at which the details asked below are furnished, otherwise, bid is liable for rejection.

<b>S.N.</b>	<b>DETAILS</b>	<b>SUBMITTED Yes/No</b>	<b>Page No. at which details are enclosed</b>
<b>1.</b>	Technical Solutions given in Technical bid and price/rate/ cost estimate/price performance figures/cost benefit analysis etc. given in price bid only		
<b>2.</b>	Bids in two parts in English, sealed and super scribed (2 copies- one original and one photocopy)		
<b>3.</b>	Bid is filed in proper capacity files. Original and Photocopies are filed in separate files. Photocopy is complete.		
<b>4.</b>	Cost of RFP ( non-refundable), if downloaded from the Bank's Website & Bid Security declaration Submitted in Qualifying & Technical BID (Part- I)		
<b>5.</b>	Non-disclosure agreement as per format 6.2 submitted		

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



6.	Manufacturers'/producers' authorization form(as per format) submitted		
7.	Organizational profile as per Format 6.10 submitted		
8.	Service Support Details Form as per format 6.11 submitted		
9.	Undertaking for support services as per Format 6.14 submitted		
10.	Conformity to eligibility criteria per Format 6.16 submitted		
11.	Duly filled and signed compliance statement in Format-6.16		
12.	Unconditional acceptance of all clauses, terms and conditions of RFP (Format clause 6.25)		
13.	Pre-contract integrity pact as per format 6.18 (Duly Signed by Authorized Signatory and Witness)		
14.	Soft Copy of <b>Technical bid and Price</b>		
	<b>bid</b> in MSWORD /MS – Excel form		
	at submitted in CD		
15.	Bids Submitted complying all parts as per Clause-3 Section B		

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



16.	Whether the Bid is authenticated by authorized person(Name and designation)		
17.	Address of Office on which order has to be placed		
18.	Bank and Bidder's scope, deliverable and responsibilities during warranty		
19.	All the pages are numbered properly		
20.	All pages are authenticated by sign and seal (Full signature to be affixed and not initials). Erasures/Overwriting/Cutting/Corrections authenticated Certification/Undertaking is authenticated.		
21.	The Annual Reports and Audited Balance Sheets, Company details and Capabilities submitted		
22.	Ownership certificate submitted		
23.	Details of service support and response time as per this RFP		
24.	Price bid as per the clause 3 submitted		

**Request for Proposal for Supply, Installation & Commissioning of the Video Conferencing Equipment with Annual Maintenance Contract (AMC) and Facility Management Services (FMS) and Rate Contract for period of 5 years.**



<b>25.</b>	Whether replica of price Bid is enclosed in Technical Bid masking price		
<b>26.</b>	Validity of the bid for one year from the date of opening of the Bid.		
<b>27.</b>	Support offered for 3 years on 24 hours basis on 365 day. (i.e. 24 * 7*365 basis)		
<b>28.</b>	Call log in Procedure, Preventive and Break down/Corrective Maintenance, Monitoring during warranty and AMC Period		
<b>29.</b>	Software Integrity Certificate as per format 6.26		
<b>30.</b>	Project Plan as per format 6.28 inline to fulfilling the Scope of the RFP		

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.30 FORMAT FOR SUBMISSION OF PRE-BID QUERIES**

**Your Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

<b>SR. No</b>	<b>RFP Page No.</b>	<b>RFP Clause No</b>	<b>RFP Clause</b>	<b>Clarification</b>

Note-The bidder shall submit his queries in the above mentioned format strictly in excel sheet before last date of submission of pre-bid queries.



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



### FORMAT 6.31 SERVICE REFERENCES

**Your Ref: Your RFP Ref: BOI:HO:IT:VC :0691 Dated:07.10.2021**

Sr. No	Service Rendered	Reference 1		Reference 2		Reference 3	
1.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	
2.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	
3.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	
4.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	
5.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.32 SELF DECLARATION CUM UNDERTAKING**

(To be submitted on the Company's Letter Head)

Date:

To:

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

**Reg.: RFP for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**

**Ref: Your RFP Ref: Ref: BOI:HO:IT:VC:0691 Dated:07.10.2021**

We confirm that "The delivery of all the Video conferencing solution equipment(hardware/software) and services should be ensured to all National/International locations without any exception."

Authorized Signatory

Name-

Designation-

Place:.....

Date: .....

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.33 FORMAT FOR LOCAL CONTENT**

**CERTIFICATION FOR LOCAL CONTENT**

**To:**

**Date:**

The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

Dear Sir,

**Your Ref: Your RFP Ref: BOI:HO:IT:VC :0691**

**Dated:07.10.2021**

**Bidder Name:**

This is to certify that proposed <services as per scope of work> is having the local content of % as defined in the above mentioned RFP and amendment thereto.  
**2.** This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017(BE-II) dated June 04, 2020.

**Signature of Statutory  
Auditor/Cost Auditor**

Registration Number:

Seal

**Countersigned by the bidder:**

**Bidder- (Authorized Signatory)**

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.34 FORMAT OF CERTIFICATE FOR TENDERS FOR WORKS UNDER  
RULE 144 (XI) IN THE GENERAL FINANCIAL RULES (GFRS), 2017**

To:

Bank of India.

.....

.....

Dear Sir,

**Reg.: RFP for Supply, Installation, Commissioning, Maintenance and  
Management of the Video Conferencing System along with Rate Contract and  
Facility Management Services (FMS) for period of 5 years.**

**Ref: Your RFP Ref: Ref: BOI:HO:IT:VC:0691 Dated:07.10.2021**

We, M/s ----- are a private/public limited company/LLP/Firm ~~<strike off  
whichever is not applicable>~~ incorporated under the provisions of the Companies Act,  
1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our  
registered office at ----- (referred to as the "Bidder") are  
desirous of participating in the Tender Process in response to your captioned RFP and in  
this connection we hereby declare, confirm and agree as under:

a) We, the Bidder have read and understood the contents of the Office Memorandum  
& the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of  
23<sup>rd</sup> July 2020 issued by Ministry of Finance, Government of India on insertion of  
Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments &  
clarifications thereto, regarding restrictions on availing/procurement of goods and  
services, of any Bidder from a country which shares a land border with India and /  
or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments  
including in particular the words defined therein (which shall have the same  
meaning for the purpose of this Declaration cum Undertaking), we the Bidder  
hereby declare and confirm that:

\* We, the Bidder are not from such a country which shares a land border with India,  
in terms of the said amendments to GFR, 2017.

or

\*We, the Bidder are from such a country and has been registered with the  
Competent Authority i.e the Registration Committee constituted by the Department

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

*(\*Delete whichever is not applicable)*

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23<sup>rd</sup> July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

“ Definitions

*"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.*

*"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.*

*"Bidder from a country which shares a land border with India" for the purpose of this Order means:*

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*
- e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

*"Beneficial owner" for the purpose of above will be as under:*

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.*

*Explanation—*

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*

*(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;*

*(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*

**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



*(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*

*(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*

*"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."*

Executed at..... On this the ...day of .....

Authorised Signatory

M/s-----

Signature and Name  
Seal of the Bidder

*\*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.*



**Request for Proposal for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.**



**FORMAT 6.35: UNDERTAKING FOR LABOUR LAW  
(To be submitted by Bidder on company's Letter Head)**

Date:

To:  
The General Manager  
Bank of India  
Head Office  
Information Technology Department,  
8<sup>th</sup> Floor, Star House-2, C-4, G-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051

**Reg.: RFP for Supply, Installation, Commissioning, Maintenance and Management of the Video Conferencing System along with Rate Contract and Facility Management Services (FMS) for period of 5 years.  
Ref: Your RFP Ref: Ref: BOI:HO:IT:VC:0691 Dated:07.10.2021**

We, M/s \_\_\_\_\_ undertake that we comply with all the applicable clauses of Labour Laws issued by Govt of India. The required related documents will be submitted, if required during the contract period.

Authorized Signatory

Name-  
Designation-  
Place:.....  
Date: .....

**PART 7: OTHER TERMS AND CONDITIONS (OTC)**

7.1	Bid Security Declaration	Refer Format 6.4
7.2	Bid Validity Up to	One year from the last date stipulated for receipt of responses to the Bid
7.3	Period within which Performance Security or Amendment thereto is to be submitted by the Successful bidder upon notification of Award of Contract	21 days
7.4	Contract Duration	Fives (5) years
7.5	Performance Security Amount	3% of Amount of Contract value
7.6	Warranty support period for the Video Conferencing Solution	5 years from date of user acceptance
7.7	User Acceptance tests	Refer: Clause 4.7
7.8	Period within which Supplier to remedy defects /fix the issue, after having been notified of the same	2 hours
7.9	Required period of validity of the Performance Security /Bank guarantee	5 years with six months claim period post validity
7.10	Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.4	On request after ending the claim period
7.11	Period within which Products / Services under the Contract are to be installed/commissioned from the Date of signing of Contract	Delivery within 12 weeks from date of Purchase Order (PO).  Installation & sign-off to be completed within 16 weeks from the date of Purchase Order (PO)

\*\*\*\*\*