



**Request for Proposal
Selection of Service Provider for
Link Management of BSNL & MTNL Links in
branches/ offices**

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

31st December 2020
RFP Reference: BCC:IT:PROC:112:49

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	31st December 2020
2	RFP Coordinator Name, Contact details (Bank)	1. Mr. Sunny Kaith, Manager (IT) 2. Contact No. - 022-66983228 / 3237 / 1556 3. Email: rfp.it.procurement@bankofbaroda.co.in 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7 th Floor, Project Office, BKC, Mumbai - 400051
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	3:00 PM on 7 th January 2021
4	Pre-bid Meeting & Venue details	3:00 PM on 8 th January 2021 through Bank's Online Meeting Platform, Microsoft Teams. Bidder to submit two participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com one day before the scheduled teleconferencing date. Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.
5	Last Date of Submission of RFP Response (Closing Date)	3:00 PM on 22nd January 2021
6	Eligibility cum Technical Bid Opening Date	3:30 PM on 25 th January 2021 through Bank's Online Meeting Platform, Microsoft Teams. Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.
7	Commercial Bid	The commercial bids of only those bidders who qualify in eligibility will be opened. The date for opening of the commercial bid would be communicated separately to the eligible bidders.
8	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand only)
9	Mode of bid submission & online portal's URL	Mode: Online URL: https://www.tenderwizard.com/BOB
10	Support details of Online Portal facilitator	Helpdesk Contact No. +91-11-49424365 Email: eprocurebob@etenderwizard.com Mr. Krunal Mahajan Phone: +91-8800907637
11	All letters must be addressed to	Chief Technology Officer Bank of Baroda, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai-400051.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RFP means the Request For Proposal document
3. Proposal, Bid means "Response to the RFP Document"
4. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. Original Platform Developer (OPD)
8. Annual Maintenance Cost (AMC)
9. Annual Technical Support (ATS)
10. Application Programming Interface (API)
11. Bank, BOB means 'Bank of Baroda'
12. Banking, Financial services and Insurance (BFSI)
13. Central Vigilance Commission (CVC)
14. Customer Relationship Management (CRM)
15. Earnest Money Deposit (EMD)
16. One Time Cost (OTC)
17. Proposal, Bid means "Response to the RFP Document"
18. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP document
19. RFP means the Request For Proposal document
20. Service Level Agreement (SLA)
21. Single Person of Contact (SPOC)
22. Tender means RFP response documents prepared by the vendor and submitted to Bank of Baroda
23. Original Software Developer (OSD)
24. Total Cost of Ownership (TCO)
25. Bill of Material (BOM)

Please note:

- 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:
1. 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;
 2. 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;
 3. 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;
 4. 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;
5. 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.
- VI. 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.

Confidentiality:

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

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1. Introduction

1.1 Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for appointment of service provider for managing Links provided by BSNL & MTNL to various Branches/ Offices of the Bank.

1.2 Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a service provider for managing Links provided by BSNL & MTNL to various Branches/ Offices of the Bank.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and are also in a position to comply with the Project Scope & Technical Requirement as mentioned in Annexure 08. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

1.3 Project Scope

Bank of Baroda has implemented Core Banking Solution along with other applications which are centralized and working from banks DC / DR. A dedicated DC, DR, NDR Infrastructure have been implemented which caters to all branches / administrative offices in India & Overseas. DC /NDR & DR Setups are physically separated in two different cities (Mumbai and Hyderabad) in India. Bank has implemented last mile connectivity links from BSNL & MTNL (MPLS LL, CDMA, Backhaul, P2P) for its branches / offices / DC /DR/ Near DR.

This RFP is for selecting a service provider for availing Link Management Services of all BSNL & MTNL links at Bank’s domestic branches / offices and network device management (i.e. Configuration management) of Branches/offices. As part of the link Management the selected service provider on behalf of the Bank needs to liaison with BSNL & MTNL for all support towards BSNL & MTNL last mile connectivity and also

manage network devices. Service provider will act as a single point of contact (SPOC) for all BSNL & MTNL connectivity related services and will be responsible for any SLA impact. Also the service provider needs to manage the network devices like Router, Switches, Modems, interface converters and associated connections at branches/offices. The service provider needs to provide the required services as per the scope detailed in Annexure 08

1.4 Technical Proposal Attention Items

- a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- b) Bank reserves the right to request additional information necessary and pertinent to the project so as to assure the bidder's ability and qualification to perform the contract.
- c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates.
- e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products / services to Bank.
- f) In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.
- g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.

1.5 Contract period

The contract with the selected Service Provider will be valid for a period of 5 years, beginning from the date of purchase order. The services will be deemed completed only when all the contracted services by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the Service Provider. The Bank will have the right to renegotiate these prices at the end of the contract period on mutually agreed terms. Bank may review the performance of the service provider annually.

1.6 Service Levels and Uptime Guarantee

For details, please refer to Annexure 09 that provides the service levels for Link Management Services.

1.7 Delivery

The Bidder should deliver resources / services to the Bank as per the requirement of this RFP within 4 weeks from the date of placing of order by the Bank.

Bidder will have to pay late delivery charges to the Bank @ 1% of the total annual value of the delayed resources inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total annual value of the delayed resources inclusive of all taxes, duties, levies etc. If delay exceeds 5 weeks from due date of deployment of resources or late delivery charges exceeds the maximum percentage of 5%, Bank reserves the right to cancel the order. The resource cost for the delayed period of the deployment will not be payable to the vendor.

1.8 Warranty

The entire Hardware (non – MLLN modems) supplied by the vendor covering all components will remain under, onsite, comprehensive maintenance warranty for a period of one year. The service support during warranty period shall be for all hardware and accessories supplied. Vendor will have to provide a post-installation warranty as per the terms mentioned below:

- Comprehensive Warranty for 12 Months from the date of installation or 13 months from the date of the delivery whichever is earlier.
- Vendor will have to upgrade the patches when required in coordination with the banks team.

In case of significant failures (more than 2 instances) the hardware has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the Bank's day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor is required to ensure that this kind of situation never arises.

1.9 Annual Maintenance Contract (AMC)

The Vendor needs to maintain the hardware equipment under AMC after the expiry of warranty period for the period of contract at the rate quoted in "Commercial Proposal". The AMC should include repair and maintenance of all hardware parts and also replacement of modems in case of significant failures (more than 2 instances) other than on account of replacement due to abnormal site conditions of Force Majeure.

1.10 Payment Terms

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

pay the professional fees quoted by the bidder in the price bid against such activity / item.

The payment will be released as follows:

a) Delivery Installation and configuration of Hardware/Appliances

- i. 70% of the total cost on delivery of HW plus applicable GST (wherever applicable) at actuals. The required documents to be provided along with original invoice:
 - a) Original delivery Challans dully stamped and signed by the Bank Official.
 - b) Original receipt of GST wherever applicable.
- ii. 20% of total cost after one month of successful installation, Configuration and satisfactory functioning of the hardware and applicable Service Tax (if any).

SNR case - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready.

- iii. 10% will be released on completion of warranty period of 1 year plus 3 months or against bank guarantee in the format as specified in Annexure 12 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of warranty period plus 3 months

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

- Original Delivery Challan and Installation Report dully stamped and signed by the Bank Official along with the signature of the vendor representative.
- In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.

b) One time managed service charges towards New Link Commissioning / Decommissioning / Upgrading / Shifting- Payment will be released within 45 days from the submission of invoice. Payable one time against receipt of Commissioning / Decommissioning report from the Bank's Link Project team-Project Manager.

c) Annual Service Charges - Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Link Support team-Operation Manager.

- d) **On-Site Resource / Support Charges** - Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Link Support team-Operation Manager along with Attendance report.
- e) **Annual Maintenance Contract (AMC)** – Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Link Support team-Operation Manager.

All the above documents to be duly signed by the authorized service delivery head of the vendor.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be released by IT Dept., BCC, Mumbai as per above payment terms on submission of invoices along with relevant supporting documents.

The Bank will pay invoices within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 45 days from the date the dispute stands resolved.

2. Evaluation process

The competitive bids shall be submitted in two stages:

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

During evaluation of the Tenders, the Bank, at its discretion, may ask the bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

2.1 Eligibility Cum Technical Bid

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suitability.

The technical bids of only those vendors who qualify in the eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability (Annexure 08). The vendor should present and demonstrate the proposed product/ services which will be evaluated on functional and technical requirement given in the RFP. Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

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

2.2 Commercial Bid Evaluation

The commercial bids of only those vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible vendors. The commercial bids submitted by vendors will be evaluated based on discounted total cost of ownership. The key considerations of the TCO would be the total payouts for entire project through the rate contract period of 1 years, discounted at 10% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

- ▶ The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.
- ▶ The Present Value will be calculated for all links where the payment is recurring year on year. The Present Value for the link will start from the year of procurement of the link and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of procurement of the link of the link and subsequently increased by 1 for subsequent years.
- ▶ Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of the Present Value calculation for that year. Further the payment of the OTC component / service not being recurring in nature hence the



present value for that component / service will be considered in the year of purchase only and not in subsequent years

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

3. Terms and conditions

3.1 General Terms

- 3.1.1 **Information Provided:** The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
- 3.1.2 **For Respondent Only:** The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- 3.1.3 **Costs Borne by Respondents:** All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 3.1.4 **No Legal Relationship:** No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 3.1.5 **Recipient Obligation to Inform Itself:** The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 3.1.6 **Evaluation of Offers:** Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.
- 3.1.7 **The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.**
- 3.1.8 **Standards:** All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

- 3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 3.1.10 Only one submission of response to RFP by each Respondent will be permitted
- 3.1.11 The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 3.1.12 The Bank expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 3.1.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the bidder responses would not be incorporated automatically in the tender document.
- 3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.
- 3.1.15 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.2 Rules for Responding to this RFP

- 3.2.1 The timeframe provided in point "[A] Important Dates" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.
- 3.2.2 All responses received after the due date/time as mentioned in "[A] Important Dates – 5. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 3.2.3 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"

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

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response.

Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

- 3.2.4 Bidder should submit their Eligibility, Technical and Commercial bids Online i.e. through <https://bibtenders.abcprocure.com>. The bidder must register for submission of their bid as specified in this document.

Application Money as mentioned in “[A] Important Dates – Application Money” must be deposited through RTGS (Real Time Gross Settlement) / NEFT. Bidder should submit the bid security along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission

The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.

Commercial Bid – (As per details given in Annexure 11).

If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the

Recipient that may subsist in the submission or accompanying documents

- 3.2.5 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
- 3.2.6 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- 3.2.7 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- 3.2.8 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 3.2.9 The bidders required to quote for all the components/services mentioned in the Project Scope and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 3.2.10 Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the bidder is liable to be rejected. The bidder is expected to provide the best option and quote for the same.
- 3.2.11 Bidder must furnish requirements as per the formats provided in the RFP document.

- 3.2.12 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 3.2.13 In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 3.2.14 In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost.
- 3.2.15 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank's interpretation will be final.
- 3.2.16 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- 3.2.17 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 3.2.18 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc.as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions as proposed in the tender document.
- 3.2.19 Grievance Redressal: Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief Technology Officer at cto@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief Technology Officer
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

3.3 Price Bids

- 3.3.1 The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation
- 3.3.2 The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 3.3.3 In case of any variation (upward or down ward) in Government levies/ taxes/ cess/ excise/ duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax/ cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- 3.3.4 If any Tax authorities of any territory , including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess/ charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- 3.3.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- 3.3.6 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidders have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.

- 3.3.7 The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- 3.3.8 The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- 3.3.9 The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- 3.3.10 Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

3.4 Price Comparisons

- 3.4.1 The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- 3.4.2 Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- 3.4.3 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected.

- 3.4.4 The rate quoted by the bidder should necessarily include the following:
- 3.4.5 Transportation, forwarding and freight charges of all equipment to the site;
- 3.4.6 Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 3.4.7 The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- 3.4.8 The Bidder must provide and quote for the required services as desired by the Bank as mentioned in this RFP and subsequent requirement by the Bank. Any services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
- 3.4.9 End of Sales / End of support: The Bidder has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of rate contract order. In the event if any equipment supplied by the bidder reaches end of support, within the contract period from the date of supply, the bidder has to replace the equipment at no additional cost to the Bank.

3.5 Application Money

A non-refundable Application Money of as mentioned in “[A] Important Dates – 8. Application Money” through electronic mode at the time of submission of the technical bid. Proof of same is to be submitted while opening of eligibility bid failing which the bid of the concerned bidder may be rejected. This non-refundable fee is to be submitted through the electronic mode to the below mentioned account:

Account Number-29040400000417

Account Name – Bank of Baroda

Branch- BKC, Mumbai

IFSC- BARB0BANEAS

Exemption from submission of Tender Cost/ Application money: Exemption from submission of tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for Tender cost exemption.

3.6 Bid Security

Bidder has to submit a “Bid Security Declaration” on their organization’s letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted.

3.7 Performance Guarantee

3.7.1 The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 12 to the extent of 3% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.

3.7.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.

3.7.3 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

3.7.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract.

3.8 Others

3.8.1 The product/ services will be deemed accepted only after sign off from Bank’s identified Project Manager.

3.8.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

3.8.3 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.

3.8.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing

to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

- 3.8.5 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 3.8.6 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 3.8.7 The Bidder shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the deliverables and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

- 3.8.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 3.8.9 The Bank and the bidder covenants and represents to the other Party the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
 - It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 3.8.10 The execution, delivery and performance under an Agreement by such Party:
- Will not violate or contravene any provision of its documents of incorporation;
 - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
 - To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
 - The bidder shall undertake to provide appropriate human as well as other

resources required, to execute the various tasks assigned as part of the project, from time to time.

- f) It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.
- g) The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- h) The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

3.8.11 "Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage".

3.9 Other RFP Requirements

- 3.9.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all bidders about changes, if any.
- 3.9.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- 3.9.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 3.9.4 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 3.9.5 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

- 3.9.6 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.
- 3.9.7 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 3.9.8 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 3.9.9 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.
- 3.9.10 Inspections and Tests
- The Bank or its representative shall have the right to inspect and/or to test the Goods and Materials and the Works carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.
 - Should any inspected or tested Goods fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specifications or requirements free of cost to the Bank.
 - The Bidder shall have the manufacturer, before making delivery, carry out a precise and comprehensive inspection of the Goods regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the Goods are in conformity with the stipulations in the Contract. The quality certificate shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the manufacturer shall be shown in a statement to be attached to the quality certificate.

- d) If, during the warranty period, it is found that the quality or specifications of the Goods or Works are not in conformity with the Contract or if the Goods or Works are proven to be defective for any reason, including latent defects or the use of unsuitable materials, the Bank shall promptly notify the Bidder of the existence of a claim.
- e) No clause in “Inspection and Tests” clause shall in any way release the Bidder from any warranty or other obligations under this Contract.
- 3.9.11 Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.
- 3.9.12 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 3.9.13 There will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants
- 3.9.14 Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of services provided by them in the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation.
- 3.9.15 Undertaking on Information Security (Annexure 07) - The Bidder should furnish a letter of undertaking on Information Security of Authenticity for HW/solution supplied to the Bank.
- 3.9.16 The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or

authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

3.9.17 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

3.10 Corrupt and Fraudulent Practices

3.10.1 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:

- a) "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
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

3.10.2 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.

3.10.3 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.

3.10.4 Bidders responding to this RFP need to sign the Integrity Pact (IP) which will be also signed by Banks representative.

3.11 Service Level Agreement and Non-Disclosure Agreement

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the vender.

4. General Terms and Conditions

4.1 Dispute Resolution

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

If the Bank project manager/director and Bidder project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

4.2 Governing Laws

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

4.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract. Notices shall be deemed given upon receipt, except that notices send by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays)

and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

4.4 Force Majeure

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

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Bidder shall hold consultations in an endeavor to find a solution to the problem.

4.5 Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFP.

4.6 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered for the submission of the proposal. Such proposals will be disqualified.

4.7 Waiver

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

4.8 Confidentiality

The bidder acknowledges that in the course of performing the obligations under this Tender and subsequent Agreement, it shall be exposed to or acquire information of the Bank, which the bidder shall treat as confidential.

- a) All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.
- b) Bidder shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Bidder
- c) Bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d) Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.
- e) Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f) Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Empanelment Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- a) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- b) Prior to the disclosure by BOB was known to or in the possession of the Bidder at the time of disclosure ;
- c) Was disclosed or parted with the prior consent of BOB;
- d) Was acquired by Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

The confidentiality obligations shall survive the expiry or termination of the RFP / agreement between the bidder and the Bank.

4.9 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if service provider

- a) Breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- b) Failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank; Or
- c) The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory;or
- d) Supply of substandard materials/ services;or
- e) Delay in delivery / installation / commissioning of services;or
- f) If deductions of penalty exceeds more than 10% of the total contract price.

Bank may terminate this RFP or subsequent agreement on happening of following events:

- a) The vender is unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;

- b) A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;
- c) The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- d) Failure of the Bidder make good the situation within the remedy period.
- e) The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.
- f) The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- g) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
- h) Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- i) The vender becomes the subject of a court order for its winding up.

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

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

4.10 Effect of termination

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

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- a) All the undisputed fees outstanding till the date of termination;

- b) Upon the termination or expiry of this Tender and subsequent Agreement:
- c) The rights granted to Bidder shall immediately terminate.
- d) Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- e) Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

4.11 Publicity

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

4.12 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

4.13 Inspection of Records

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

4.14 Visitorial Rights

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

4.15 Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

4.16 Indemnity

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

- a) Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- b) an act or omission of the Bidder and/or its employees, agents in performance of the obligations under this RFP; and/or
- c) claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- d) Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents.
- e) breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- f) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- g) breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- h) Negligence or gross misconduct attributable to the Bidder or its employees.

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

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

- a) notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- b) Cooperates with the Bidder in the defense and settlement of the claims.

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

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

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

- a) Software, hardware, interfacing, or supplies for the solution not provided by Bidder; or
- b) any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

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

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

4.17 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:

- a) "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
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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.

4.18 Violation of Terms

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

4.19 Authorized Signatory

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

4.20 Right to Reject Bids

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

- a) It is not in conformity with the instructions mentioned in the RFP document.

- b) It is not accompanied by the requisite Application Money and Bid Security Declaration.
- c) It is not properly or duly signed.
- d) It is received through email / telex / telegram / fax
- e) It is received after expiry of the due date and time.
- f) It is incomplete including non- furnishing the required documents.
- g) It is evasive or contains incorrect information.
- h) There is canvassing of any kind.
- i) It is submitted anywhere other than the place mentioned in the RFP.
- j) There is any form of canvassing/lobbying/influence/query regarding short listing, status etc.

4.21 Limitation of Liability

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

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

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

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

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and both the parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

4.22 Provident Fund

Bidder need to ensure that their all employees are covered under PF. Bidder need to submit PF coverage letter for their employees issued by the Employees Provident Fund Organization as part of their bid response.

4.23 Property Rights

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grant exclusive, perpetual rights to use of the deliverables in favor of bank.

4.24 Information Confidentiality

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

5. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

6. Instructions to Bidders for Electronic Tendering

6.1 General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:

www.tenderwizard.com/BOB

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

6.2 Tenderwizard Help Desk

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tenderwizard Help Desk as per following:

Helpdesk Contact No.: +91-11-49424365

email: eprocurebob@etenderwizard.com

Primary Contact Number

- Mr. Krunal Mahajan : +91-8800907637

Alternate Contact Numbers

- Mr. Sandeep Gautam : +91-8800496478
- Mr. Kamal Mishra : +91-8800115821

Contact No. for other activities

- Registration Help Desk : +91-11-49424365
(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to eprocurebob@etenderwizard.com)
- e-procurement queries: +91-11-49424365
(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to eprocurebob@etenderwizard.com)

Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

6.3 Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as

per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

6.4 Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ONLINE” or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

6.5 Do's and Don'ts for Bidder

- i. Registration process for new Bidders should be completed within first week of release of tender.
- ii. The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- iii. Bidders have to prepare for submission of their bid documents online well in advance as
- iv. The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
- v. To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.
- vi. Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
- vii. Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- viii. Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ix. Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

7. Guidelines to Bidders for Electronic Tendering System

7.1 Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Vendor Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

7.2 Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per **Indian Information Technology Act, 2000**.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per **Indian Information Technology Act, 2000**. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and

apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

7.3 Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

- **Operating System Requirement:**

Windows 7 and above

- **Browser Requirement (Compulsory)**

Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

- **Toolbar / Add on / Pop up blocker**

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

7.4 Steps to participate in the e-Tenders

➤ Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on www.tenderwizard.com/BOB.

➤ Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via Demand Draft/NEFT/RTGS mode & submit the details in the e-procurement portal.

➤ Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates

and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

➤ Close for Bidding

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

➤ Online Final Confirmation

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.

➤ Short listing of Bidders for Commercial Bidding Process

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

➤ Opening of the Commercial Bids

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.

➤ Tender Schedule (Key Dates)

The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

Important Points:

The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

a. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of

internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

Annexure 01 - Table of Contents

Technical Bid to contain the following

S.no.	Section Heading	Proforma Given
1	Covering letter certifying compliance of Eligibility Criteria and Scope of Work compliance	Bidder to provide
2	Credential letters / Supporting documents	Bidder to provide
3	Eligibility criteria compliance with bidder comments	Annexure 02
4	Application Money Transaction Details/ Bid Fees Letter	Annexure 03
5	Bid Security Declaration	<i>Bidder to provide declaration as per Clause 3.6 (Bid Security)</i>
6	Undertaking from the bidder	Annexure 04
7	Conformity Letter	Annexure 06
8	Undertaking of Information Security	Annexure 07
9	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped/ digitally signed.	Bidder need to provide the compliance of all technical requirement along with the scope mentioned in Annexure 08 (signed /Digitally signed documents from authorized representative of bidder)
10	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
11	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 10
12	Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23 rd July 2020 issued by Ministry of finance department of expenditure.	Annexure 13 along with Copy of certificate of valid registration with the Competent Authority (If applicable) (Signed /Digitally signed documents from authorized representative of bidder & OSD\ OEM)
13	Integrity Pact (Bidder to submit duly Signed and Stamped/ digitally signed Integrity Pact (with esbtr Stamp Paper) along with Bid.)	Annexure 14
14	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide

S.no.	Section Heading	Proforma Given
15	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
Commercial Bid should be strictly as per Commercial bid format (Annexure - 11). Any commercial bid submitted not in conformity with Annexure – 11 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		

Authorized Signatory

Name:

Bidder's Corporate Name

Date:

Designation:

Email and Phone #

Address

Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 5 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 st April 2019 till date.		Letter of confirmation (self-certified letter)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department 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.		Undertaking as per Annexure 13 and Copy of certificate of valid registration with the Competent Authority (If applicable) (Signed /Digitally signed documents from authorized representative of bidder & OSD\ OEM)
4	Must be ISO 9001 Certified company.		Copies of certificate and relevant documents.
5	The Bidder must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners has not participated in the bid process.		Letter of confirmation (self certified letter)
6	The Bidder must provide an undertaking on his letter head that all the technical features highlighted as part of Technical Scope and SLA terms are covered in totality in the proposal submitted by the service provider		Letter of confirmation (self certified letter)

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
B	Financial		
1	The Bidder must have registered a turnover of Re. 300 Crore or above (from Indian operations only) in each year during the last three completed financial years – 2017-18, 2018-19 and 2019-20 (Not inclusive of the turnover of associate companies)		Audited Financial statements for the financial years 2017-18, 2018-19 and 2019-20. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
2	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years - 2017-18, 2018-19 and 2019-20 OR The Bidder must be a cash profit making entity (Net profit + depreciation) (from Indian operations only) continuously for the last three years, that is financial years - 2017-18, 2018-19 and 2019-20 AND must have a net worth** of Rs. 300 Crores in each of the last three financial years.		Audited Financial statements for the financial years 2017-18, 2018-19 and 2019-20 Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
C	Experience & Support Infrastructure		
1	Bidder must be managing WAN Links with a minimum 6000+* BSNL Links (MPLS / P2P / CDMA / VSAT / Broadband over VPN) in any Banks / Financial Institution / Government Organization / PSUs in India at least for a period of last 3 years out of which minimum 2000+ BSNL Links (MPLS / P2P / CDMA / VSAT / Broadband over VPN) in any one Banks / Financial Institution / Government Organization / PSUs in India at least for a period of last 3 years.*		Documentary Proof to be attached along with Purchase Order / contract copy and a self certified letter.
2	Bidder must be managing 6000+* Network Devices (i.e. Router / Switch / Modem) of CISCO/HP/JUNIFER in any Banks / Financial Institution / Government Organization / PSUs in India at least for a period of last 3 years out of which minimum		Documentary Proof to be attached along with Purchase Order / contract copy and a self certified letter.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	2000+ Network devices should be in any one Banks / Financial Institution / Government Organization / PSUs in India at least for a period of last 3 years.		
3	Should have at least -1- Support office or it's representative in each State where banks Zonal and Regional offices are located.		Letter of confirmation (self certified letter) along with detailed address of support offices.
4	Must have direct support office in Mumbai and Hyderabad.		Letter of confirmation (self-certified letter) along with detailed address of support offices.
5	Bidder must have technically qualified engineers who have expertise to support end to end network		Self certified letter certifying – technically qualified engineers
6	While a call centre is acceptable for logging support requirements, support must be provided on site by a qualified engineer as stated above.		Self-certified letter to be submitted

Note:

* 6000+ means 6000 Unique links/devices of any one customer/multiple customer. (eg. 2000+ links/devices of one customer with 3 Yrs management will not be considered for the management of 6000+ links/devices for the past 3 years)

** Networth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)

All dates if not specified to be applicable from the date of the RFP.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 03 - Bid Fees Letter

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051
Sir,

Sub: Request for Proposal – Selection of Vendor for Link Management of BSNL & MTNL Links

We having our registered office at (hereinafter called the 'BIDDER') are offering Application Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)
Mode: Online Transfer
Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)
UTR / Txn ref. No. _____
Txn Date: _____
Remitting Bank: _____
Remitting Bank IFSC Code: _____
Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417
Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction/payment advice etc is attached herewith.

The Bank may, at its discretion, reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

Dated this.....by20

Yours faithfully,

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

Annexure 04 – Undertaking from the Bidder

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal – Selection of Vendor for Link Management of BSNL & MTNL Links

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent -
 - ii. Amount and Currency in which Commission paid / payable -
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) -
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the



format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 05 - Pre Bid Queries Form

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Scope/Commercial/Legal/General/ Eligibility)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



Annexure 06 - Conformity Letter

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

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal – Selection of Vendor for Link Management of BSNL & MTNL Links

Further to our proposal dated, in response to the Request for Proposal.....(Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 07 - Undertaking of Information Security

(This letter should be on the letterhead of the bidder signed by an authorized signatory on Information security as per regulatory requirement)

To
Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal – Selection of Vendor for Link Management of BSNL & MTNL Links

We hereby undertake that the proposed hardware / software to be supplied for delivery of the **links** 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)

Dated this.....by20

Yours faithfully,

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

Annexure 08 - Project Scope & Technical Requirement

1. Background

Bank of Baroda is one of the largest public sector bank (PSU) in India with a branch network of over 8000 branches/offices/e-lobbies in India and 80+ branches/offices overseas including branches of our subsidiaries, distributed in 22 countries. The primary mode of connectivity for 8000 branches/offices/e-lobbies in India is currently on BSNL/MTNL MPLS/P2P connectivity.

Bank of Baroda has implemented Core Banking Solution along with other applications which are centralized and working from banks DC / DR. A dedicated DC, DR, NDR Infrastructure have been implemented which caters to all branches / administrative offices in India & Overseas. DC / NDR & DR Setups are physically separated in two different cities in India. Bank has implemented last mile connectivity links from BSNL & MTNL (MPLS LL, RF, VPNoBB, CDMA, Backhaul, P2P) for its branches / offices / DC / DR/ Near DR.

Bank of Baroda desires to engage a Service provider for availing link Management Services of all BSNL & MTNL links at Bank's domestic branches / offices and network device management (i.e. Configuration management) of Branches/offices. As part of the link Management the selected service provider on behalf of the Bank needs to liaison with BSNL & MTNL for all support towards BSNL & MTNL last mile connectivity and also manage network devices. Successful service provider will act as a single point of contact (SPOC) for all BSNL & MTNL connectivity related services and will be responsible for any SLA impact. Also the service provider needs to manage the network devices like Router, Switches, Modems, interface converters and associated connections at branches/offices. The service provider needs to provide the required services as per the scope detailed in this Annexure 08

2. BSNL/MTNL/RAILTEL Connectivity

Bank has implemented last mile connectivity links from BSNL/MTNL/RAILTEL for its branches / offices / DC / DR / Near DR. The summary of links is provide as part of Annexure 11 - Commercial Bid. The brief details of connectivity to be maintained by SP have been mentioned below:

- a) DC / DR / Near DR last mile connectivity (Core Links – Backhaul, P2P)
- b) Branch Last mile Connectivity (BSNL/MTNL/RAILTEL MPLS, VPN, P2P, 4G, RF, etc.)
- c) If Bank procures any Future links from BSNL/MTNL/RAILTEL during the period of contract the same would be part of SPs managed services scope.

3. Scope of the Service provider (SP)

The SP will provide Managed Services for all existing and future BSNL/MTNL/RAILTEL provided links along with network hardware devices (only configuration for connectivity to DC/DR) and front end all support to bank for all BSNL/MTNL/RAILTEL connectivity/hardware related services. The SP will act as a single point of contact to

Bank towards management of all BSNL/MTNL/RAILTEL connectivity & network hardware at all branches/offices. The broad scope of the SP will be as under

3.1 Provide End-to-end Managed services for BSNL/MTNL/RAILTEL Links

As a part of scope of the SP under this RFP, SP will provide end-to-end managed services with SLA to Bank and act as a single point of contact (SPOC) for the Bank towards all BSNL/MTNL/RAILTEL provisioned links. SP will own the SLA and provide all deliverables as per the scope.

The details of the scope (but not limited to) have been listed below:

a) The service provider shall be coordinating / liaison / deal with BSNL/MTNL/RAILTEL for the link / bandwidth availability as per service levels. The service provider has to immediately log call / book the complaint and register the docket number against the same. service provider has to continuously follow up with the BSNL/MTNL/RAILTEL for immediate restoration of required link services. Furthermore, after link is restored, the service provider shall have to give details about the nature of fault/ attributable reason to Bank for each link on hourly / daily / weekly / fortnight / monthly / Quarterly basis Reports. Therefore, it shall be the responsibility of the service provider to resolve the link issues on priority in coordination with Link Provider. It should be noted that penalty would be imposed on the service provider in case of link is not available with on the following conditions:

- 1) Without proper justification of downtime, reason, Docket number (link provider)
- 2) Link is not operational wherever available.

b) Monitor the Link failures and Overall link management with Link Provider includes:

- 1) Fault Detection
- 2) Centralized call logging
- 3) Physical Testing for link quality
- 4) Fault resolution to meet QoS defined in SLA.
- 5) Coordination with BSNL/MTNL/RAILTEL with verbal and written communications to ensure Service levels are maintained
- 6) Coordination with Bank team for closure of Bank dependency calls
- 7) Anaysis of repeated/frequent failure of link and provide the permanent solution for the same in coordination with Bank/BSNL/MTNL/RAILTEL team.

c) The SP shall also maintain database for the BANK for all managed Links and network Devices, service providers, including details of deputed persons like contact person, with complete address, telephone & mobile numbers, email, escalation matrix, Reason For Outage and Estimated Time for Resolution etc.

d) SP onsite resources at DC/DR shall be responsible for attending the incident reported in Bank's service manager tool for

BSNL/MTNL/RAILTEL link failure and Network devices failure of the branches/offices and close all the pending incident with proper reason for closure on daily basis.

- e) The SP shall, if required, escalate and log calls with different service providers/OEM's and service providers (such as BSNL/MTNL/RAILTEL) and coordinate with them to get the problems resolved.
- f) The SP shall define change management procedures and also ensure that no unwarranted changes are carried out in the entire network or its constituents. Any changes shall be incorporated with prior approval of the Bank/Bank's Managed Service provider.
- g) The SP shall do proper version management of these configurations as they are bound to change from time to time.

3.1.1 SP will be required to ensure development and implementation of processes for managed services towards management and operation of all BSNL/MTNL/RAILTEL provisioned links including (but not limited to) the following processes:

- a) Incident and Escalation management processes
- b) Daily standard operating procedures
- c) Reporting metrics and continuous improvement procedure
- d) Monitoring & Fault Management
- e) Configuration Management
- f) Asset Inventory Management
- g) Database Management

3.1.2 Provisioning of Non-MLLN modems for any new commissioning of Links.

3.1.3 Maintenance/replacement of existing/future MLLN (600+) and Non MLLN modems (8000) installed at branches / offices which have already been commissioned.

3.1.4 AMC should be provided for existing Non MLLN modems (8000) and future new link commissioning on Non MLLN modems.

3.1.5 All existing BSNL/MTNL/RAILTEL provisioned links (terminated at Bank's Branches / Offices / RO / ZO / DC / DR / Near DR etc), will be under scope of the SP. Additional links including any future procurement connectivity, if sourced from BSNL/MTNL/RAILTEL during the contract period, shall also be part of the scope of SP under this RFP. Managed service Commercials towards any additional links shall be paid to the SP as per the rates of per link managed services cost.

3.1.6 NMS (Network Management System) - Bank presently has deployed NMS tool to monitor & manage all WAN Links, including BSNL/MTNL/RAILTEL Links for all branches / RO / ZO / offices and DC / DR / Near DR of Bank. The tool will be accessible from Bank's DCi & DR. SP as part of the scope should use this tool towards monitoring of all links and do (but not limited to) the following activities:

- a) SP will be required to make use of the Bank's NMS, on-site at Bank's premises (DC / DR / NDR / ZO / RO), for monitoring purpose. SP will be required to deploy Centralized Helpdesk at Bank's DC/DR, as indicated in the minimum staffing requirement.
- b) SP will be required to configure management of links in NMS and ensure up to date configuration of all links & Network Hardware Devices (existing & future) at all locations/offices and reporting to Branches/RO/ZO.
- c) SP must make use of their own utility for compilation of various reports based on the extracted data available from the NMS and reporting to Bank hourly / daily / weekly / fortnight / monthly / Quarterly basis.

3.1.7 Fault Management - SP will be required to monitor & manage fault of BSNL/MTNL/RAILTEL links and ensure early resolution as per SLA Terms. The details of scope of SP under this area (but not limited to) are listed below.

- a) The SP will have to monitor 24x7x365(DC, DR & Near) & 8am to 8pm(Branches/offices) links and manage the existing & future BSNL/MTNL/RAILTEL links, and to provide the SLA reports on utilization, downtime, incidents etc.
- b) The SP will have to identify and trace all BSNL/MTNL/RAILTEL Links related issues for all the branches / Offices / DC / DR & Near DR and is responsible for monitoring all BSNL/MTNL/RAILTEL connectivity links DC / DR / Near DR, Branches/Offices on real-time and in case of any disruption / connectivity down, SP has to coordinate with BSNL/MTNL/RAILTEL and should ensure link / connectivity gets restored on priority.
- c) It is the responsibility of SP to liaison & follow up, with BSNL/MTNL/RAILTEL to troubleshoot the Cable / fiber cuts and any other issues till its resolution.
- d) SP will be responsible for setting up the process in the form of emails and SMS to inform in the event of alarm / incident and notify Bank of impending and actual malfunctions.
- e) SP will ensure that all Faults are logged in NMS tools with system status and actions taken with accordance to that fault.

- f) SP is required to log call in the BSNL/MTNL/RAILTEL NOC helpdesk and follow-up with them for early resolution. The BSNL/MTNL/RAILTEL MPLS NOC ticket details ID, Date & Time, Severity will be required to be captured in the Bank's NMS for review and necessary action viz. escalation to BSNL/MTNL/RAILTEL in due course. It will be complete responsible of the SP to ensure resolution of all issues related to BSNL/MTNL/RAILTEL Network.
- g) SP will ensure that Call logging and co-ordination with Network Hardware Devices Service provider for restoration of links, if need arises.SP will be responsible to escalate the faults as per the escalation matrix with BSNL/MTNL/RAILTEL for early resolution of issues.
- h) SP should be proactive in detecting the probable connectivity issue and be able to analyze the problems identified in the link, perform a root cause analysis for the problem and should troubleshoot link issues. SP shall also analyze whether the application slowness is on account of abnormality of Link performance parameters (High Latency, Reliability, Flapping etc.) and take necessary steps to resolve the slowness issue immediately.
- i) SP has to provide dashboard for analyzing the entire BSNL/MTNL/RAILTEL link connectivity. The functionalities of dashboard can change according to the requirement of Bank team and SP needs to accordingly add new features to dashboard if required by Bank.
- j) For all modes of escalations, the SP must maintain a track of reporting time, resolution time and sequence of events up to resolution time. SP will be responsible to update the progress / status to the designated officials of the Bank on regular basis, till the time of incident / issue resolution.
- k) The SP has to coordinate with respective Branches / offices for any required information e.g. network devices status, power status etc.

3.2 Commissioning of New Links and Upgradation / Shifting / Decommissioning of existing links

- 3.2.1 As a single point of contact (SPOC) to the Bank, SP will be required to provide end-to-end support / arrange support from BSNL/MTNL/RAILTEL (feasibility / application / demand note generation / work order issuance / link commissioning / link shifting & commissioning / link upgradation / link decommissioning / configuration at BSNL/MTNL/RAILTEL Network / assist support in configuring Bank Network). The SP should configure end-to-end traffic engineering (end to end means CE to CE).
- 3.2.2 SP will be required to ensure full support in successful upgradation / shifting / commissioning / decommissioning / configuration / testing of the upgraded / shifted link. SP will be required to supply, install & maintain new Non-MLLN modems where ever applicable if required. Charges towards supply of Non MLLN modem shall be paid as per agreed commercial.

3.2.3 Once the link is commissioned / upgraded / shifted and tested, SP has to provide the link acceptance report to the Bank and same needs to be update in portal. Report must have Bank (branch/offices), link (Circuit ID, WAN/LAN IP Details), hardware (router, switch, modem, network card/connector etc.) details. In case any link is decommissioned then SP has to provide the link decommissioning report to the Bank and any link post decommissioning will not form part of the Managed Services of SP. Similarly Post Commissioning the new commissioned link will be part of the list of links Managed by the SP. Similarly in case of any shifting / upgradation of link the link would continue to be part of the list of links Managed by the SP. All these activities of new link addition / upgradation / shifting /decommissioning should be properly maintained as part of the inventory by the SP.

3.2.4 Also once the link is commissioned / upgraded / shifted / decommissioned, SP has to do end to end changes on link, network hardware devices and must be updated in inventory for maintaining Real Time Data in Bank/service provider Portal.

3.3 Inventory Management, Reporting & overall Documentation

3.3.1 The SP has to take over the management and maintenance of all links and the existing network devices (router, switch, Modems, network card/connector) with DC / DR / Near DR / Branches/offices on “as is – where is” basis.

3.3.2 A detailed Inventory of all BSNL/MTNL/RAILTEL Links / circuits, modem, convertors, NTU, Muxes etc. deployed at DC / DR / Near DR / Branches / Offices by BSNL/MTNL/RAILTEL are required to be maintained by the SP. SP should ensure that inventory data are consistent, updated in Bank’s asset Manager tool with highest level of accuracy in all aspects. The inventory will include all aspects of the Links. Some of indicative parameters, but not limited to, are circuit ID, BW, medium, connectivity type – primary / secondary & their SP, current status, location, Modem Type (MLLN / Non-MLLN), Modem Model & Serial No at Branch / Office end, Modem Model & Serial No at Exchange end, Date of last replaced Modem, A-end, B-end, last mile SP, date of commissioning, billing start date, last bill paid date etc. The on-site team at DC/DR shall be responsible for inventory management of all BSNL/MTNL/RAILTEL provisioned links for branches / offices and submit weekly/monthly updated report to the Bank. It is the responsibility of the SP to put in a process for their on-site team to maintain a uniform database for ease in centralized consolidation at DC / DR level.

3.3.3 A detailed inventory of all Network Devices such as Router, Switch, Network Card etc. are required to be maintained by the SP. Overall maintenance of each and every equipment procured/installed under the Bank WAN network project, other Hardware etc and submit weekly/monthly updated report to the bank. It is the responsibility of the SP to put in a process for their on-site team to maintain a uniform real time database for ease in centralized consolidation at DC / DR level.

3.3.4 SP will be required to submit various reports as part of on-going operations. All the reports mentioned are illustrative and not exhaustive. SP must make sure that most of the reports are available to the Bank on dashboard. The details of the reports, frequency of the reports and the format of the reports will be decided by the Bank. The SP shall provide following reports (but not limited to), from time to time (as per the timeline and format decided by the Bank)

- Call Statistics (hourly, daily, weekly, fortnight, monthly)
- Daily Reporting with uptime / downtime & reason on hourly basis
- Maintain updated Escalation Report
- MTBF Analysis Report calculated monthly
- MTTR Analysis Report (Monthly)
- Problem Analysis Report (Weekly/Fortnight/Monthly)
- Link Type wise Analysis / Performance Report (downtime status) with ageing
- Zone / Region wise Link up / down, utilization, SLA Report(Monthly)
- Daily isolation report due to BSNL/MTNL/RAILTEL link failure in branches/offices
- Location wise links up / down report
- BW utilization on crossing threshold limit etc.
- Top N Link (high / low uptime) – daily/fortnight/monthly/weekly
- Last 5 call history for a location as and when required
- Utilization report on backbone links, critical locations, usage crossing threshold level on daily basis
- Zonal engineers need to share the isolation (link down) reports to respective Regions/Zones on hourly basis. The Scope of Zonal Engineer as follows.
 - Network Link monitoring and maintenance & WAN Network management under Zonal offices
 - SP will be responsible for checking and confirming the link feasibility from Bank's link SP like BSNL/MTNL/RAILTEL/others. On receiving confirmation Bank will release the work/purchase order to the SP. After release of work/purchase order it is the responsibility of the SP to commission & test the link.
 - Escalation & Follow up for the links with the service providers to resolve the issue for the branches in the Region
 - Co-ordination with service providers for Maintenance of WAN/IP Phone/VC with respect to links utilization
 - Follow up with BSNL/MTNL/RAILTEL/others for call escalation relating to the isolation of the branches running on MPLS and P2P
 - LAN Management of RO/ZO offices and assist to Branches for their LAN management with respect to links utilization

- Desktop configuration and assist if any support required from Branches/RO's/ZO's/Offices with respect to links utilization
- Review of the following area on regular basis with respect to network links utilization
 - Network/link status report
 - Enterprise management system report
 - Network H/w Device related matters
 - VC related matters
 - Anti-virus related matters
- Any desktop peripherals related matters such as browser configuration, DNS entry etc with respect to links
- Inbound & Outbound Utilization reports
- All links with CRC error Reports / reliability / flapping issue with ageing – Daily, Weekly, fortnight and monthly
- Incidence Reports / Alerts
- Root Cause Analysis (RCA) report for critical incident
- Service Desk Reports
 - Call log summary report
 - SLA achievement statistics
 - Top locations / reasons list
 - Breached Calls(i.e. uptime not maintained calls) list with reason
 - Number of calls logged with the SP & BSNL/MTNL/RAILTEL and the reason for outage reports to be submitted hourly-daily-weekly-fortnight-monthly.
- Asset Reports
 - Real time Report must be submitted.
 - Weekly/Fortnight/Monthly report on Count of modems under Warranty / AMC
 - Changes must reflect in BANK's Asset Manager/SP Portal.
- Link Reports
 - Updated complete link database (Real Time)
 - Updated billing database (monthly)
 - Updated Surrendered link database with cost (monthly)
 - Status of all the links in pipeline for new commissioning / shifting / upgradation (weekly) along with BERT meter report post commissioning for critical links based on Bank's requirement.
- Operations

- Dashboards that will show the health of all connectivity provided by BSNL/MTNL/RAILTEL (all branches / offices / DC / DR / NDR)
- Ageing report with reason & action for all down links (Primary & secondary)
- Ageing report with reason & action for all Links having reliability & flapping issues
- High link utilization report
- Daily report of calls logged to BSNL/MTNL/RAILTEL , if any with ageing
- This must also trigger the detailed alert SMS and emails to operation level employees regarding the link issues. For core & critical links the alert should be sent to in-charge DC/DR.
- Response time reports
- Down time reports.
- Uptime reports must be submitted monthly and triggered as requested by Bank.
- Status of commissioning / shifting / upgradation of links, if any, on monthly basis.
- Call Escalation Matrix
- Feasibility report of links if any
- Monthly report on All down incidents for SLA computation
- SLA computation report – Monthly
- Call logging in Bank/service provider Portal for fault logging and resolution.
- Operation management - Daily, weekly, fortnight and monthly summary report regarding status of the health of all BSNL/MTNL/RAILTEL link which includes Branches / offices / DC/DR/Near DR by on-site team.
- Executive management - Daily, weekly fortnight and monthly report regarding the status of the connectivity Branches / offices / DC/DR/Near DR

3.3.5 SP to ensure all process is adhered to by all their on-site team. The SP will have to prioritize activities related to quality degradations or faults and is expected to reduce the effort required for incident management. The SP should be able to analyze service problem root causes and should be able to build a system to tackle service outages. The SP should recognize areas with frequent problems for improved optimization.

3.4 Provide End-to-end Network Hardware Service

Device Management Services

i. Monitoring of:

- Network Hardware Devices at all locations/offices and reporting to Branches/ROs/ZOs/DC/DR/others

- Follow up with respective SP & Branches/RO/ZOs & Other location/offices for connectivity & Network Hardware Devices related issues.

ii. **Fault Management**

- Call logging and co-ordination with Network Hardware Devices SP and Branches/Offices for first level fault resolution and restoration of links & network hardware devices.
- Call logging in Bank/service provider Portal for fault logging and resolution.

iii. **Configuration Management**

- Configuration of router, L2 switches for administration and L3 Switches (If any) for VLAN creation / hardening / routing /load sharing etc.
- Maintaining / Updating the WAN/LAN diagram.
- Maintaining complete details of network hardware along with interfaces, IP address, Bandwidth, Updated IOS version etc.
- Supporting in Redesigning of network architecture as and when required by the Bank.
- IP standard must be followed for configuration/maintenance of LAN/WAN/Network Devices.

iv. **Reporting**

- Maintenance of daily /Weekly /fortnight and monthly uptime/downtime system generated report should be submitted.
- Co-ordination with BSNL/MTNL/RAILTEL & other link service providers/service providers for replacement/maintenance of defective Networking Hardware/Software (like Routers, Switches, Network Cards, Modems, Converters etc.) and escalation, if necessary.
- The SP shall maintain an updated inventory/asset list of complete IT network infrastructure and an updated set of configuration documents for LAN/WAN network diagrams with relevant details. Also share the report with Bank as and when required.
- Network Hardening of all the network equipment's installed at branch & offices in coordination with the Core network team. The Core network team is responsible for the Core Infrastructure. The scope of this project includes the network infrastructure support to the branches/offices /HO LAN devices and coordinate NW support service provider for issue resolution.
- SP should keep track of warranty and AMC details of these routers and switches and should notify Bank regarding Warranty expiry and AMC renewal.

Facility Management Services

Facility Management services at BANK's WAN Operation Center by deploying the professionals to support 24x7x365 days basis with shift duty hours for managing all Links & Network Devices (routers/Switches/modems/WAN Links etc.) as deployed in Bank WAN Network.

Installation, Integration, Implementation and Maintenance of WAN Links at Banks Branches mentioned in the RFP as per Banks' requirement.

The SP shall be coordinating / liaison / deal with all Current/future SP including for the network hardware devices availability as per service levels. The SP has to immediately log call / book the complaint and register the docket number against the same. SP has to continuously follow up with the service provider for immediate restoration of required link services. Furthermore, after link is restored, the SP shall have to give details about the nature of fault/ attributable reason to Bank for each link on hourly / daily / weekly / fortnight / monthly / Quarterly basis Reports. Therefore, it shall be the responsibility of the SP to resolve the hardware issues on priority in coordination with hardware service provider. It should be noted that penalty would be imposed on the SP in case of link is not available with on the following conditions:

- 1) Without proper justification of downtime, reason, Docket number (hardware provider)
- 2) Link is not operational wherever available.
- 3) The SP shall coordinate with all the other service provider for upkeep of equipment deployed in the BANK WAN network to meet the SLA and shall liaison with various SP/OEMS for related works, equipment & Services.
- 4) The SP shall also maintain database for the BANK for all network Devices, service providers, including details of deputed persons like contact person, with complete address, telephone & mobile numbers, email, escalation matrix, Reason For Outage and Estimated Time for Resolution etc.
- 5) The SP shall, if required, escalate and log calls with different SP/OEM's and service providers (such as BSNL/MTNL/RAILTEL) and coordinate with them to get the problems resolved.
- 6) The SP shall define change management procedures and also ensure that no unwarranted changes are carried out in the entire network or its constituents. Any changes shall be incorporated with prior approval of the Bank/Service provider.
- 7) The SP shall do proper version management of these configurations as they are bound to change from time to time.
- 8) Over all maintenance of each and every equipment procured/installed under the Bank WAN network project, IP Telephony infrastructure, other Hardware etc.
- 9) Performance tuning and ensuring performance on the network as per the SLA.
- 10) Perform NMS Operations to meet the SLA Targets and generate desired reports for, network trends, historical reports, CPU Utilization and usage etc. on monthly and on requirement basis. It is a responsibility of the SP to present all these reports at the time of Audit. Checking Network status and taking remedial action in case of problems.

- 11) Daily monitoring of LAN & WAN through tools provided by the Bank or manual testing, troubleshooting and reporting as defined under network monitoring services.
- 12) End to end Configuration/Reconfiguration/Installation of routers, modems, switches, HWIC, IDU, IP phones, VC etc. for network connectivity, as and when required.
- 13) The SP shall provide services for link/devices augmentation/deletion, relocation/ connection/ disconnection etc., as and when required.
- 14) Maintain and update IP address allocation & optimum management of IP addresses through DHCP/Static entry, whichever is suitable depending upon requirement. The SP is also required to understand the existing/new IP addressing schema for integration and accordingly allocate the IP addresses for existing/new WAN/LAN segment, as per schema.
- 15) The SP shall be responsible to provide Network Monitoring Services for management purposes or can use Bank network monitoring tool.
- 16) Manage the access lists on all the network equipment's.
- 17) Manage the routing protocol on all network equipment's.
- 18) Port management for managed switches.
- 19) Maintain a record of branches with deviation in standard access list or routing protocol along with the reasons.
- 20) Any change/removal in the Bank network to be done only with approval from the Bank network department.
- 21) Report on a monthly basis the changes done in ACLs or routing protocol branch-wise.
- 22) Making sure the high availability and uptime of all network devices.
- 23) Monitor the critical errors in network hardware devices (routers / switches / others etc.) and do necessary fault identification & rectification. Configure/reconfigure the switches and routers remotely and perform end to end testing of link.
- 24) Collect the data flow on basis of time, interface, IP address, application wise for traffic analysis. Sending alerts to concerned people regarding critical errors

v. Monitoring

This part of the SP deliverable; should aim at taking proactive measures by keeping an online track on the failures or alerts reported by the monitoring tools, which have or could have impacted the availability of the systems for the intended business functions. It also aims at ensuring smooth functioning of the system by carrying out the day-to-day maintenance / operational activities based on the implemented solution and process.

The following services should be executed through this deliverable.

- a) Network Performance Management. Round the clock Network Monitoring from WAN Network NOC at Banks DC/DR. Configuration Management of

branches/offices networking equipment's. Round the clock Network Fault Management of WAN Network

- b) Carrier/ Link Management of Banks branches/offices
- c) Troubleshooting of problems arising in the network and resolving the same.
- d) Monitoring of Network Equipment i.e. Network Card, Routers, Switches etc. deployed in the WAN impacting network availability to the location. Monitoring the uptime of the network hardware is the SP responsibility. The SP has to coordinate with Branch/offices to find out the network/device fault. If device found faulty, further on coordinating with network device SP for replacement. Post replacement do basic & end configuration of device and check for traffic engineering (end to end means CE to CE).
- e) The SP should take appropriate defined actions to restore network availability to the location by use of available backup mediums. The SP should ensure maximum uptime for network/devices if a network/device experiences less than uptime defined in Service Levels in a month due to network/device failure then the SP should coordinate with respective Service provider to replace the same with an equivalent device at no additional cost to bank.
- f) The SP has to provide the onsite support at Bank's NOC, 24/7 and 365 days of the year in three shifts for managing & Liaisoning of the network/devices.
- g) The SP should provide the Device uptime report, latency report as decided by the Bank from time to time, Report on Round trip time delay and other reports as decided by the Technical Implementation & Co coordinating Committee from Bank's NMMI tool/their NOC on periodical basis without any cost to the Bank.
- h) Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.
- i) The SP shall maintain complete configuration (in hardcopy & softcopy) details of the following items installed under the BANK WAN Network:
 - Branch Router
 - Branch Switches
 - IP Phones/VC
 - Network Management System
 - Operational manual & troubleshooting manual for devices such as Modem/ IDU/RF/Media Converter/Router/Switch configuration (Dip Switches/console/LED indication etc. should be maintained
- j) Management and Monitoring should be based on ITIL framework
- k) The SP shall be responsible for overall co-ordination, liaison services with the Service providers for required uptime of links provided by the service provider. The SP has to co-ordinate with service provider and the Bank (Branches/RO's/ZO's/Offices).

- l) The SP shall handle all matters relating to the configuration and operation of the routers , Switches, modems and other network equipment's and IP Phone/VC including but not limited to application, system interfaces, documentation and training.
- m) The SP (Service provider) should provide time bound escalation matrix for project implementation as well as regular support and maintenance.
- n) The SP should ensure that End-to-End QoS configured (prioritization of the traffic, partitioning of bandwidth for applications etc.) etc. (First priority to CBS traffic and second to all other traffic).
- o) The network monitoring portal/reports available from the SP should comprehensively address all the issues relating to network hardware performance, availability, CPU Utilization and uptime etc.
- p) For the new routers, the SP has to configure/coordinate & support the third party SP for proper configuration/implementation of new hardware. The SP has to confirm the configuration and ensure the proper working of the new setup.
- q) The SP should provide reports for Interface availability, interface traffic statistics, interface response time monitoring, and interface errors and Bandwidth Utilization report.
- r) Installation and commissioning of any software support like update/enhancement/upgrade etc. released by respective OEMs, shall be installed and commissioned is the responsibility of the SP. Any such software support like update/enhancement/upgrade shall be communicated to the Bank by the SP within a period of two weeks from the date of release, during the entire contract period.
- s) All kind of configuration required for branch business /ongoing projects/upcoming projects should be facilitated by SP for branch routers/Switches/Modems and other network equipment's without any additional cost to the bank. Bank has liberty to re-deploy the branches networking equipment's to any of the bank locations or third party locations. SP has to provide the necessary support for all branch networking equipment's irrespective of their locations.
- t) The SP has to manage the IPs address and IP schema of all banks (Branches/RO's/ZO's/Offices).
- u) The SP should coordinate for integration of the communication equipment/link to the existing network/maintenance related issues. In case of any integration problems with the existing network, the SP will be responsible for resolving the same.
- v) The router required for terminating the Circuits at /branches/offices site will be provided by Bank and the SP needs to do the configuration/coordination if required in collaboration with the supplier SP of the Bank.Coordination for installation and commissioning of links at the branches/Offices specified by the Bank. The necessary router/switch for terminating the circuits at DC, DR Site &

branches/offices will be provided by the Bank, and the circuit should be provided on Ethernet/Serial interface. The SP should configure end-to-end devices required in the network for testing the link. The SP should setup IPSec encryption for the branches/offices.

3.5 Align / deploy required field and on-site staffs

3.5.1 Minimum staffing Requirement

A. On-Site Resources

- a) SP will be required to make necessary provision of 10 on-site resources (One resource should be the site in-charge heading the managed services of the SP at the site) at Hyderabad to support 24x7x365 days monitoring of all links. SP's on-site team at Hyderabad is to be deployed in shifts (2 shifts a day from 7 AM to 9 PM). Bank during the period of contract may move these centralized resources to location other than Hyderabad if needs arises however at one point of time the centralized resources will be operating from one location only. There should be two L2 resource who should be available on general shift and the remaining 8 should be L1 resources. Additionally, SP will be required to deploy 2 on-site resources (L1 resources) (2 shifts a day) at Mumbai for managing DC, DR and other critical links. Valid experience certificate from the previous employer should be submitted to the bank for L1/L2 resources before joining the office. The L1 resource should be a Diploma in Computer Science/Telecommunication/Electronics and communication with minimum 1-2 Years' experience or Engineering Degree with one Year of experience. L2 resource should be a degree holder in computer science engineering/Telecommunications/Electronics communication with average 4-5 Years' experience in the relevant field.
- b) Additionally SP is required deploy to 2 onsite resources (From 9 AM to 7 PM in 2 shifts) each at our Zonal offices (18 Zonal offices). All these on-site resources at zonal locations should be L1 resources. In case Bank in the future requires the SP to deploy onsite resources at Regional Offices, the SP must deploy the resources as per agreed commercials of zonal office resources.
- c) SP should provide professional, objective and impartial advice at all times and hold the Bank interests paramount and should observe the highest standard of ethics while executing the assignment. The resources so deployed by SP. should not indulge in any criminal activities, mal-practices or undesirable acts. In such cases, they will be dealt with under the provisions of law and SP will be fully responsible for their conduct. SP should ensure proper diligent background check of the resources being deployed for the execution of this assignment & should be liable for production of the details at any point of time, if demanded by Bank'.

- d) SP. should ensure proper diligent background check of the resources being deployed for the execution of this assignment & should be liable for production of the details at any point of time, if demanded by Bank'
- e) SP should ensure that resources deployed in the Bank will adhere to Bank's process and information security polices guidelines of the Bank
- f) SP should submit the below to the Bank at the time of deployment of resources
- Resume with color passport photo
 - Copy of Govt. issued ID card
 - Company Issued ID card
 - Details of Permanent address and Present address, emergency contact number in the resume .(ID proof should match the address, if not company shall give the undertaking on their letter head mentioning the permanent address)
 - Background verification report of the personnel from the company. In case of non-submission of the said report, an undertaking letter from the company containing the below clause should be obtained. "We have performed background verification of the (name of the employee) and confirm that their character and conduct is good. We undertake to submit the background verification report of deployed resources to the Bank as and when required "
- f) The holidays for SP on-site engineers will be according to the Holiday policies defined by Bank. The holidays will also be specific to ZO / RO or Branches. (For e.g. during any holiday if any of the branches are working then it will not be considered as holiday for that particular zonal on-site resources and also DR on-site resources).
- f) The indicative resource counts have been provided by Bank taken into consideration the total number of existing BSNL/MTNL/RAILTEL links as well as future growth estimated projection. However, it is at Bank's discretion to use these resources or increase the no. of resources based on the growth. For any such change the commercials will be at actuals as per agreed rates.
- f) The on-site resources deployed at the Bank will be dedicated to the engagement under this RFP and SP should not share these resources for other services.
- f) The SP will ensure that necessary technical skill / trainings are provided to their on-site deployed staffs at Bank to manage the Links and to support field engineers to resolve the problem and for day to day smooth operation.

- f) if the SP becomes the successful service provider the SP will provide the mapping of their field engineers with the Bank Branches to Bank and provide the complete details (viz. Engineer Name, Contact, Resident location, reporting authority, management escalation contact etc)

On-site Manpower Assignment

Sr. No	Location	Profile	Service Window	Time Window*	No. of Resources*
	Mumbai/Hyderabad	Project Manager			
	Mumbai/Hyderabad	Core Network Engineer			
	Mumbai/Hyderabad	NMS Engineer			
	Mumbai/Hyderabad	NIS Engineer			
	RO/ZO				
	RO/ZO				

(*) Time window and No. of resources are tentative and the same will be changed as per Bank business requirement.

(*) All deployed resources should be direct employees of the SP and no part of the scope shall be sub-contracted.

B. Field Engineers

- a) Apart from regular review meeting with Bank, SP will ensure all Field Engineer heads meet the respective Zonal & Regional Offices of Bank on a monthly basis or as desired by the Bank.
- b) SP will be required to align required number of field engineers at various locations in the state depending upon the number of BSNL/MTNL/RAILTEL Links in particular area / district / region to meet the SLA terms.
- c) The field Engineers are required to resolve branch connectivity issues in liaison with local BSNL & MTNL office / authorities / BSNL/MTNL/RAILTEL service providers. They will be required to visit on-site at branch / BSNL/MTNL/RAILTEL office as and when required to resolve the issue.
- d) Post receipt of the intimation from On-Site Engineers at Branch connectivity issues, Filed Engineers will co-ordinate directly with Branch & BSNL/MTNL/RAILTEL official, BSNL's / MTNL's / RAILTEL's SP and resolve issues.
- e) Field Engineers, will keep Branch official updated continuously till resolution.
- f) SP will be required to provide the mapping of their filed engineers with the Bank Branches under particular area / district / region to Bank and provide the complete details (viz. Engineer Name, Contact, Resident location, reporting authority, management escalation contact etc) on monthly basis.

- g) Ensure good liaisoning with respective local BSNL/MTNL/RAILTEL authorities for early resolution of issues and escalate to local BSNL/MTNL/RAILTEL Official delay in resolution of issues.

3.5.2 Additional Role of the On-site engineers

- a) To coordinate with BSNL/MTNL/RAILTEL for timely issuance of billing towards annual recurring charges and send to the respective team of the Bank.
- b) Payment shall be released by Bank directly to BSNL/MTNL/RAILTEL however the SP needs to facilitate Bank for verifying these payments & invoices and liaison with BSNL/MTNL/RAILTEL for any payment related matter.
- c) Log call in BSNL/MTNL/RAILTEL NOC for issues related to BSNL/MTNL/RAILTEL Network
- d) Liaison with Branch officials for co-ordination with Field Engineers
- e) Liaison with BSNL/MTNL/RAILTEL backend support team and BSNL/MTNL/RAILTEL NOC for resolution of link related issues.
- f) Follow-up with BSNL & MTNL for new link delivery, commissioning, shifting, upgradation, decommissioning, testing and acceptance.
- g) Participate in meeting for all BSNL/MTNL/RAILTEL related technical issues for problem identification and resolution
- h) Ensure sufficient modem stocks are maintained at all SP's local offices and report should be shared to Bank's Link support team on **daily**/weekly basis.

3.5.3 Skill set

SP will be required to ensure on-site resources with requisite skills are aligned for this engagement as per the scope of the deliverables and roles, responsibilities and to meet SLA terms specified under this RFP. The basic skill set of the on-site resources should be:

- a) L1 resource should be a Diploma in computer science having 1-2 years' experience or engineering graduate with minimum 1 year experience in handling enterprise Connectivity / network with below experience is recommended.
 - Remote/onsite monitoring of all network
 - Monitoring all the network H/w device
 - Locating faults on the network, and pinpointing the reason for the fault
 - Monitoring performance of the WAN continuously and report the same
 - Escalating problems and bottleneck on the network to the Network Engineer Team

- Should have undergone network certification training from any institute
 - Should be well versed with NMS tools
- b) L2 resource should be computer engineering graduate with average 4-5 years of experience in handling enterprise network / connectivity. Experience in handling enterprise connectivity with below experience is recommended.
- Knowledge on installation and troubleshooting on routers and switches.
 - Knowledge on Routing Protocol
 - Knowledge on TCP/IP
 - Knowledge on all types of Data/Voice
 - Management of configuration changes of routers as and when required and periodic backup of configuration
 - Router access control management
 - Fault management of routers
 - Corrective actions to resolve faults to ensure high network uptime
 - Troubleshooting and debugging of problems
 - Should have undergone network certification training with valid certification from reputed institute
 - Should be well versed with NMS tools.
- c) Good Team Management and co- ordination skills. Person should be fluent in banking official language.
- d) Person should be good in communication over telephone or emails.
- e) Person should have managed such / similar assignments
- f) Should have governance exposure in handling deliverable for the A/C as a whole
- g) Bank has the right to review a resource if the services of the resource are not found to be at Bank's satisfaction. In such case the SP needs to analyze the issues raised by the Bank and arrange for replacing the resource.
- h) While the Bank recognizes that there would be a need by the SP to replace / substitute manpower either permanently or for short durations for such or similar reasons, it is expected that, to the extent possible, the SP will have to give prior information to the Bank regarding the reason(s) for replacement / substitution for a deployed resource.
- i) SP will have to provide details of the replacement and it is required that a fresh resource is also deployed after thorough background check done by the bidder.

4. Non-MLLN Modems

4.1 Supply / Install / Maintain Non-MLLN Modems (Warranty & AMC)

- a) SP will be required to supply, install & maintain new Non-MLLN Modems (at Branch & Exchange end) to Branches / Offices as and when required in case of new BSNL/MTNL/RAILTEL LL commissioning / upgradation of existing links or in case of failure of existing links.
- b) The technical Specification of Non-MLLN Modem has been indicated in clause 4.3 below. SP will be required to ascertain the required specification as per BSNL/MTNL/RAILTEL requirement while quoting and SP will own complete responsibility to ensure that supplied Modems are successfully integrated with BSNL/MTNL/RAILTEL and Bank's Network without any issue and without any additional commercial (except agreed commercial towards supply as per the commercial sheet) to Bank.
- c) SP will ensure Warranty support and post warranty AMC support during the period of engagement for all supplied modems
- d) Replacement of defective Non-MLLN Modems towards on-going support to branches will be part of scope of the AMC and no commercial shall be paid to SP.
- e) In case the new Non-MLLN Modems are required to be supported under warranty period beyond SP's contract period, the SP will be required to ensure OEM warranty support accordingly.
- f) SP will be required to maintain complete inventory of Non-MLLN Modems all the time and provide copy of the updated database to Bank for information and record.
- g) It is the responsibility of the service provider to do Co-ordination with respective government authorities for spare equipment movement as per the law of land (Road Permit / Road tax), at no cost to the Bank
- h) SP will be required to supply higher capacity new Modems as and when required in case of upgradation of links

4.2 Spare Stocks of Non-MLLN Modems at local Distribution Offices for on-going Support

- a) SP will be required to keep -10- pairs of NON-MLLN modem pairs at each of the -18- zonal offices as buffer stock to ensure that they reach the affected branch/office within reasonable time of -2- days from the date of intimation/information and to ensure that functioning of branch / office is not affected due to unavailability of spares.
- b) SP is to make necessary backend arrangements to ensure that Non-MLLN Modems are available to field Engineers within the reasonable time to minimize outage.
- c) SP need to necessary provision of Non-MLLN modem in advance towards new link commissioning

- d) SP will be required to maintain the complete inventory of spare stocks and share with Bank
- e) Non-compliance towards this requirement shall attract penalty as per the SLA terms.

4.3 Non MLLN Modem Technical Specification

Modem specifications are indicative as per BSNL / MTNL / DOT / TEC standard. service provider will be required to check with BSNL / MTNL before supply and installation. It will be complete responsibility of the service provider to supply the required interface specification of Non-MLLN Modem (as per bandwidth mentioned) as per BSNL / MTNL requirement to Bank branch / offices and BSNL / MTNL Exchange end.

Non MLLN Modem Technical Specification (for MPLS circuits):

Sr. No.	Required Minimum Specifications Leased Line Modems
1	Leased Line Modems
2	The modem should be TEC / DOT Type approved
3	Modem Type : 2 - wire SHDSL modem
4	The modem (co-directional) should have V.35 and G.703 interface in Branch end and Exchange end respectively. Also both AC and DC Power supply preferably inbuilt.
5	Should operate in full duplex mode over 2-wire lines, enabling service over any copper infrastructure
6	The operating range should be up to 9 Km at data speed of 128 Kbps at normal line conditions
7	Provides extensive diagnostics, including loop backs, SHDSL and E1 performance monitoring. Support of telnet and Web Browser is optional.
8	Data Rate: should support multiple data rates between 128 Kbps to 2Mbps on 2 wire. Capable of operating at 128Kbps to 2Mbps Leased Line
9	Should have auto Line protection circuits against lightening and power surges
10	Power Supply (Dual Mode – AC & DC): For AC Modem : 115 to 230 VAC(+10%) AC, 50 to 60 Hz For DC Modem : -45V to -55V
11	Environment condition:- Temperature 10 degree C to 50 degree C humidity : Max 90% relative Humidity - Non Condensing
12	Management Interface- 10/100 Base-T on RJ45 connector for configuration, monitoring & diagnostics ,Telnet Agents or optional SNMP Agent for Local & Remote Modems.

Annexure 09 - Service Levels

This Service Level Document is developed to provide Bank with optimal services rendered by the SP (Service provider). The availability / uptime will be calculated on per link basis for all BSNL & MTNL links individually. All incidents during the month for the affected links shall be taken into account to arrive at the uptime calculation as under:

Uptime (in %) = [(Total number of scheduled operation time (in Hours) of the link in the month – Total number of down time (in Hours) of the link in the month) / Total number of scheduled operation time (in Hours) of the link in the month] * 100

“Scheduled operation time” means the scheduled operating hours of the link for a particular month. All planned downtime on the link and any downtime on account of Bank’s dependencies would be deducted from the total operation time for the month to arrive the scheduled operation time.

“Link downtime” means accumulated time during which the link is totally inoperable due to link failure and measured from the time the call is logged in the Bank’s helpdesk either through automated tool or manually by the SP’s on-site team, call logged to BSNL’s & MTNL’s Helpdesk at their NOC by the SP’s on-site team, the failure is known to the SP from the availability measurement tools or the failure is reported by the SP’s on-site/off site team to the time when the connectivity is returned to proper operation whichever is earlier.

Uptime will be calculated individually for each link under two categories i.e. Critical Links and Important Links. All links terminated at DC/DR/Near DR shall be treated as Critical Links where as links terminated at all Branches / Offices links shall be treated as Important Links.

Any down time due to Force majeure condition / reason attributed to Bank shall be excluded from the total down time duration computation for the link. The example of uptime calculations mentioned below for ready reference.

A. Service Levels – General

- SP is responsible for giving reports which are relevant to Operation level, Operation management level and executive management level. It will be the responsibility of the SP to prepare the SLA report and submit to the Bank for verification & necessary action.
- Bank’s NMS will be the basis for all history / log data for all purpose. Uptime measurements, which will typically be, measured by SP’s on-site helpdesk team at DR integrated with NMS. Performance parameters, which will typically be monitored through periodic audits by the on-site team as well as during the incidents alert through NMS or incidents reported by end user.
- SP will be required to ensure all alerts / incidents are logged, addressed & closed with required updation which is required for SLA compilation, verification purpose.

- The service levels shall be effective immediately after a link is commissioned (Link will be declared once Commissioning Report is signed by both Bank and SP. Commissioning report to be provided within 7 days from commissioning of the Links)) and handed over after successful Acceptance Test Parameters. SLA will be applicable post commissioning of any new links.
- SP's on-site team shall provide monthly report to the Bank at the end of every month containing the summary of all incidents reported with resolution date & resolution duration, Turn-Around-Time (TAT), uptime achieved, performance, usage, utilization, trend analysis and associated SP performance measurement for that period.
- SP will intimate the Bank of the Planned Maintenance, of the link or BSNL Network, or any component of the connectivity owned and operated by the SP, well in advance.
- All uptime measurements will be on monthly basis for the purpose of service level reporting. Bank will not resolve issue or disputes between the SP's personnel and any of their partners retained / engaged by the SP.
- In case of Existing link down on account of faulty MLLN modem and the same needs a conversion from MLLN to Non-MLLN – The SP needs to provide a letter from BSNL / MTNL authority on such conversion and the penalty would be applicable after 48 hours from the time the link is reported as down.

B. Uptime %

Bank will levy SLA penalties on per link basis after taking into account the downtime for each link as detailed below. Uptime will be calculated individually for each link. The below penalty will be applicable for each individual incident on and above the default in uptime.

All BSNL & MTNL Links	Uptime (%)
DC / DR / Near DR / Other Sites (Critical Links)	99.5%
Branches / Offices – Metro / Urban Branches As per Bank's definition) – Important Links – Category - 1	98.5%
Branches / Offices –Semi-Urban / Rural Branches As per Bank's definition) – Important Links – Category - 2	97.5%

C. Penalty Charges towards default in uptime of each link

Downtime penalty for all BSNL & MTNL circuits will be calculated monthly and will be adjusted in the quarterly managed service cost of the SP

PENALTY CHARGES TOWARDS DEFAULT IN UPTIME			
% of Uptime – Critical Links	% of Uptime – Important Category 1	% of Uptime – Important Category 2	% of Penalty Charge rate
99.5% or above	98.5% or above	97.5% or above	NIL

PENALTY CHARGES TOWARDS DEFAULT IN UPTIME						
% of Uptime – Critical Links		% of Uptime – Important Category 1		% of Uptime – Important Category 2		% of Penalty Charge rate
>99%	but <99.5%	>97.5%	but <98.5%	>96.5%	but <97.5%	5% of the Managed Services cost** of the Link
>98.5%	but <99%	>96.5%	but <97.5%	>95.5%	but <96.5%	10% cost of the Managed Services** cost of the Link
>96%	but <98.5%	>94.5%	but <96.5%	>93.5%	but <95.5%	20% cost of the Managed Services** cost of the Link
>95%	but <96%	>89.5%	but <94.5%	>88.5%	but <93.5%	40% cost of the Managed Services** cost of the Link
>90%	but <95%	>84.5%	but <89.5%	>83.5%	but <88.5%	80% cost of the Managed Services** cost of the Link
<90%		<84.5%		<83.5%		100% cost of the Managed Services** cost of the Link

** Managed Services Cost would mean Annual Managed Services Cost for Critical Links and Monthly Managed Services Cost for Links under Important Category 1 & 2

D. Delay in delivery (Supply, Install & Commission) of Non-MLLN Modem

SP should deliver Modems:

- In case of New Branch commissioning - within 3 weeks from the date of information / intimation. SP will have to pay late delivery charges to Bank @ 1% of the undelivered modem cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5%. Deduction of Late delivery charges shall be applicable on the payment of delivery/installation charges of modem pairs as claimed by the SP.
- In case of Existing Branch replacement on account of modem fault / link failure / upgradation / shifting / other reasons – Metro / Urban within 1 day and Semi-Urban/rural within 2 days from the date of information / intimation. SP will have to pay late delivery charges to Bank @ 1% of the undelivered modem cost inclusive of all taxes, duties, levies etc., per day or part thereof, for late delivery beyond due date of delivery, to a maximum of 10%. Such replacements need to happen from the buffer stock maintained by the SP at the respective zonal offices. Deduction of Late delivery charges of replacement of existing modem pairs at branches/offices shall be applicable on the payment of AMC charges of modem pairs as claimed by the SP.

If delay exceeds beyond the maximum penalty %, Bank reserves the right to cancel the entire order.

E. Credits to the service provider

Bank's intention is to ensure that all the links should be up and running above the threshold and hence wants to reward the service provider maintains the uptime of the links above the threshold as below

Credit towards maintaining above the uptime threshold			
% of Uptime –Critical Links	% of Uptime – Important Category 1	% of Uptime – Important Category 2	% of credit
100%	100%	100%	3% of the managed services cost** of the link
>99.7% but <99.9%	>99.5% but <100%	>99% but <100%	2% of the Managed Services cost** of the Link
>99.5% but <99.7%	>98.5% but <99.5%	>97.5% but <99%	1% cost of the Managed Services**cost of the Link

** Managed Services Cost would mean Annual Managed Services Cost for Critical Links and Monthly Managed Services Cost for Links under Important Category 1 & 2

F. Other Terms

- It is expected that SP will endeavor to comply to all deliverables as mentioned in scope to avoid the event of invoking of penalty as per SLA terms mentioned above.
- Invoking of penalty shall be at complete discretion of Bank.
- Generally no SLA exclusion will be accepted by Bank. However, SP may submit relevant sufficient proof details supporting an event for SLA exclusion to convince Bank. However, SLA exclusion, if any, shall be at complete discretion of Bank
- Notwithstanding anything stated earlier in this Annexure, there will be a yearly cap of 20% of the total managed links annual managed services cost on the total penalty charges towards default in uptime of links.
- No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

Travel time for sites in difficult locations will be excluded for the up-time calculation mainly due to unforeseen circumstances and weather conditions, which in any case shall not exceed 24 hrs. Such sites will be decided mutually among the Bank and the SP.

G. SLA for each Resource

SP will have to guarantee a **minimum uptime of 98% per resource** (i.e. attendance of each resource), calculated on a monthly basis.

Uptime percentage will be calculated as **(100% less Person non attendance Percentage)**

Personal non attendance percentage will be calculated as **(Unavailable Time divided by Total Available Time)**, calculated on a monthly basis.

Total Available Time is 8 hrs (Or as per no. of hrs defined in Annexure 08 under Onsite Resources) per day per person for six days a week (Sundays holiday or other holidays for on-site engineers will be according to the Holiday decided by the Bank officials). In case in any month there are Bank holidays (in case provided by the Bank) then the same also would be excluded.

The uptime percentage would be calculated on monthly basis for each resource individually and the calculated SLA penalty amount for each resource for every month shall be combined and would be adjusted from every subsequent quarterly payment for SLA resources. The SLA penalty charges for all resources calculated for each quarter will be subject to an overall cap of **10% of the Current Yearly Resource cost**. If the capping of 5% of the Current Yearly Resource cost is applied on the calculated SLA penalty charges for four consecutive quarters, the contract may be cancelled.

Availability Service Level Default

Availability Service Level will be measured on a monthly basis.

A Service Level Default will occur when the vendor fails to meet Minimum uptime (99%) for each resource as measured on a monthly basis.

In case any engineer / help desk personal/on site resource is not available continuously for **more than 4 hours a day (Under normal circumstances) or 1 day in case of unplanned / emergency leave of any resource** then the SP should immediately provide the Bank with an equivalent standby resource.

If SP fails to meet the uptime guarantee in any month for the required on site resources, then the SP will have to pay the following compensation calculated for each resource separately which shall be adjusted with every subsequent quarter payment:

(Minimum Uptime Percentage – Actual Uptime Percentage) x Current Year contract value

Annexure 10 - Masked Commercial Bid

A																	
MANAGED SERVICE CHARGES FOR LINKS & NON-MLLN MODEMS																	
Sr. No	Description	YEAR - 1 FY-2021-22			YEAR - 2 FY 2022-23			YEAR - 3 FY 2023-24			YEAR - 4 FY 2024-25			YEAR - 5 FY 2025-26			Total Cost for Five Years
		Qty	Unit Rate	Y1 - Amt	Qty	Unit Rate	Y2 - Amt	Qty	Unit Rate	Y3 - Amt	Qty	Unit Rate	Y4 - Amt	Qty	Unit Rate	Y5 - Amt	
1	Critical Links - (Links Terminated at DC / DR / Near DR) - Managed Services cost per link and total cost (Existing) (All BSNL, MTNL & Railtel, Links - MPLS Backhaul, P2P)	59	X	X	64	X	X	69	X	X	74	X	X	79	X	X	X
2	Links Terminated at Metro Area Offices/ Branches of Bank (All BSNL & MTNL Links - MPLS LL, P2P)	2032	X	X	2062	X	X	2092	X	X	2122	X	X	2152	X	X	X
3	Links Terminated at Urban Area Offices/ Branches of Bank (All BSNL Links - MPLS LL, P2P)	1587	X	X	1617	X	X	1647	X	X	1677	X	X	1707	X	X	X
4	Links Terminated at Semi Urban and Rural Area Offices / Branches of Bank (All BSNL Links - MPLS LL, P2P)	4104	X	X	4144	X	X	4184	X	X	4224	X	X	4264	X	X	X
5	One time managed service charges towards New Link Commissioning / shifting / De-commissioning / Upgradation / Shifting	100	X	X	X												
Sub Total - A. Managed Service Charges For Links				X			X			X			X			X	X

Request for Proposal for Selection of Service Provider for Link Management of BSNL & MTNL Links in branches/ offices

B NEW NON-MLLN MODEMS FOR BSNL & MTNL MPLS/P2P CIRCUITS(SUPPLY,INSTALL,INTEGRATE & AMC)																	
Sr. No	Description	YEAR - 1			YEAR - 2			YEAR - 3			YEAR - 4			YEAR - 5			Total Cost for Five Years
		Qty	Unit Rate	Y1 - Amt	Qty	Unit Rate	Y2 - Amt	Qty	Unit Rate	Y3 - Amt	Qty	Unit Rate	Y4 - Amt	Qty	Unit Rate	Y5 - Amt	
1	Non-MLLN Modems pair for BSNL & MTNL MPLS/P2P circuits (One at branch end +One at BSNL & MTNL Exchange end):(One Time Cost for supply of new NON-MLLN Modems as per the interface specification requirement of BSNL & MTNL MPLS /P2P circuits ,Install at Both locations ,successful integration with one Year Warranty)																
1.1	2Mbps Pair (Branch end + BSNL/ MTNL Exchange End)	100	X	X	X												
2	AMC-Comprehensive for NON-MLLN Modems pair(Existing Qty +New Qty) for BSNL & MTNL MPLS Circuit-One at Branch end +One at BSNL & MTNL end+AMC for Modems post 1 year warranty																
2.1	2Mbps Pair (Branch end + BSNL/ MTNL Exchange End)	7782	X	X	7882	X	X	7982	X	X	8082	X	X	8182	X	X	X
Sub Total - B. New NON-MLLN Modems For BSNL & MTNL Mpls/ P2P Circuits (Supply, Install, Integrate & AMC)				X			X			X			X			X	X
C DEPLOYMENT OF ON-SITE RESOURCES																	
Sr. No	Description	YEAR - 1			YEAR - 2			YEAR - 3			YEAR - 4			YEAR - 5			Total Cost for Five Years
		Qty	Unit Rate	Y1 - Amt	Qty	Unit Rate	Y2 - Amt	Qty	Unit Rate	Y3 - Amt	Qty	Unit Rate	Y4 - Amt	Qty	Unit Rate	Y5 - Amt	
1	L1 Resource at Bank's Hyderabad Office-Support	8	X	X	8	X	X	8	X	X	8	X	X	8	X	X	X
2	L2 Resource at Bank's Hyderabad Office-Support	2	X	X	2	X	X	2	X	X	2	X	X	2	X	X	X
3	L1 Resource at Bank's DC, Mumbai-Critical links	2	X	X	2	X	X	2	X	X	2	X	X	2	X	X	X
4	L1 Resource at Zonal Office	36	X	X	X												
Sub Total - C. Deployment of On-Site Resources				X			X			X			X			X	X

Request for Proposal for Selection of Service Provider for Link Management of BSNL & MTNL Links in branches/ offices

- 1) Bidder needs to download the commercial bid excel file from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
- 2) Bidder needs to take a print of the same commercial excel file, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
- 3) Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes.

Further, we confirm that we will abide by all the terms & conditions mentioned above and in this RFP Document and subsequent addendums. Also, we understood that if any mismatch is found between pdf & excel file, commercials mentioned in PDF will be taken as final for evaluation purposes

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email:

Phone:

Place:

Date:

Seal & Signature of the bidder

Annexure 11 - Commercial Bid

MANAGED SERVICE CHARGES FOR LINKS & NON-MLLN MODEMS																		
A	Sr. No	Description	YEAR - 1 FY-2021-22			YEAR - 2 FY 2022-23			YEAR - 3 FY 2023-24			YEAR - 4 FY 2024-25			YEAR - 5 FY 2025-26			Total Cost for Five Years
			Qty	Unit Rate	Y1 - Amt	Qty	Unit Rate	Y2 - Amt	Qty	Unit Rate	Y3 - Amt	Qty	Unit Rate	Y4 - Amt	Qty	Unit Rate	Y5 - Amt	
	1	Critical Links - (Links Terminated at DC / DR / Near DR) - Managed Services cost per link and total cost (Existing) (All BSNL, MTNL & Railtel, Links - MPLS Backhaul, P2P)	59		0	64		0	69		0	74		0	79		0	0
	2	Links Terminated at Metro Area Offices/ Branches of Bank (All BSNL & MTNL Links - MPLS LL, P2P)	2032		0	2062		0	2092		0	2122		0	2152		0	0
	3	Links Terminated at Urban Area Offices/ Branches of Bank (All BSNL Links - MPLS LL, P2P)	1587		0	1617		0	1647		0	1677		0	1707		0	0
	4	Links Terminated at Semi Urban and Rural Area Offices / Branches of Bank (All BSNL Links - MPLS LL, P2P)	4104		0	4144		0	4184		0	4224		0	4264		0	0
	5	One time managed service charges towards New Link Commissioning / shifting / De-commissioning / Upgradation / Shifting	100		0	100		0	100		0	100		0	100		0	0
	Sub Total - A. Managed Service Charges For Links				0			0			0			0			0	0

Request for Proposal for Selection of Service Provider for Link Management of BSNL & MTNL Links in branches/ offices

B NEW NON-MLLN MODEMS FOR BSNL & MTNL MPLS/P2P CIRCUITS(SUPPLY,INSTALL,INTEGRATE & AMC)																
Sr. No	Description	YEAR - 1			YEAR - 2			YEAR - 3			YEAR - 4			YEAR - 5		
		Qty	Unit Rate	Y1 - Amt	Qty	Unit Rate	Y2 - Amt	Qty	Unit Rate	Y3 - Amt	Qty	Unit Rate	Y4 - Amt	Qty	Unit Rate	Y5 - Amt
1	Non-MLLN Modems pair for BSNL & MTNL MPLS/P2P circuits (One at branch end +One at BSNL & MTNL Exchange end):(One Time Cost for supply of new NON-MLLN Modems as per the interface specification requirement of BSNL & MTNL MPLS /P2P circuits ,Install at Both locations ,successful integration with one Year Warranty)															
1.1	2Mbps Pair (Branch end + BSNL/ MTNL Exchange End)	100		0	100		0	100		0	100		0	100		0
2	AMC-Comprehensive for NON-MLLN Modems pair(Existing Qty +New Qty) for BSNL & MTNL MPLS Circuit-One at Branch end +One at BSNL & MTNL end+ AMC for Modems post 1 year warranty															
2.1	2Mbps Pair (Branch end + BSNL/ MTNL Exchange End)	7782		0	7882		0	7982		0	8082		0	8182		0
Sub Total - B. New NON-MLLN Modems For BSNL & MTNL Mpls/ P2P Circuits (Supply, Install, Integrate & AMC)				0			0			0			0			0
C DEPLOYMENT OF ON-SITE RESOURCES																
Sr. No	Description	YEAR - 1			YEAR - 2			YEAR - 3			YEAR - 4			YEAR - 5		
		Qty	Unit Rate	Y1 - Amt	Qty	Unit Rate	Y2 - Amt	Qty	Unit Rate	Y3 - Amt	Qty	Unit Rate	Y4 - Amt	Qty	Unit Rate	Y5 - Amt
1	L1 Resource at Bank's Hyderabad Office-Support	8		0	8		0	8		0	8		0	8		0
2	L2 Resource at Bank's Hyderabad Office-Support	2		0	2		0	2		0	2		0	2		0
3	L1 Resource at Bank's DC, Mumbai-Critical links	2		0	2		0	2		0	2		0	2		0
4	L1 Resource at Zonal Office	36		0	36		0	36		0	36		0	36		0
Sub Total - C. Deployment of On-Site Resources				0			0			0			0			0

Request for Proposal for Selection of Service Provider for Link Management of BSNL & MTNL Links in branches/ offices

Sr. No	Description Summary	Total Cost (5 Years)
A	Managed Service Charges for Links & Non-MLLN Modems	0
B	New Non-MLLN Modems for BSNL & MTNL MPLS / P2P Circuits	0
C	Deployment of On-Site Resources	0
TOTAL COST OF OWNER SHIP FOR FIVE YEARS (Rs)		0
Note		
1	For each of the above items provided the vendor is mandatorily required to provide the cost for every line item where the vendor has considered the cost in BOM.	
2	The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.	
3	If the cost for any line item is indicated as zero / blank then bank at its discretion may substitute the highest value quoted by the vendor in place of empty cell for TCO calculation	
4	All Deliverables to be supplied as per RFP requirements provided in the tender.	
5	The Service Charges need to include all services and other requirement as mentioned in the RFP	
6	The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.	
7	All prices to be in Indian Rupee (INR) only.	
8	Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	
9	All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.	
10	If there is any mismatch between Unit cost per year x Quantity x period and the total price quoted by the vendors, then Bank will consider the highest value among both the values for TCO calculation. However the Purchase Order will be placed on lower value.	
11	Addition of any new link beyond the above mentioned quantity then bidder will be required to extend the Link management services as per the rate mentioned above. The quantity mentioned is provisional and at the time of placing purchase order bank may increase or decrease the quantity.	
12	In case any link is decommissioned or bank requires to exclude any link from the link management services, charges towards link management services shall be reduced accordingly.	
13	The cost for management of branch network devices like routers, switches, modem, interface converters and any other network equipment used for BSNL/MTNL connectivity should be part of link services cost.	
14	Bank at its discretion may exclude any link / Modems / resources from link management services scope of bidder	
15	For new link commissioning recurring link management service charges will be paid from the date of commissioning.	
16	Bank will deduct applicable TDS, if any, as per the law of the land.	
17	Commercial Bid Submission on e-procurement portal	

Request for Proposal for Selection of Service Provider for Link Management of BSNL & MTNL Links in branches/ offices

- 1) Bidder needs to download the commercial bid excel file from e-procurement portal, fill their commercial quotes in available cells only, save the file and upload the same file to the e-procurement portal.
 - 2) Bidder needs to take a print of the same commercial excel file, completely filled in all respect which was uploaded to the system and physically sign and stamp this commercial sheet. This sheet needs to be scanned in at least 200 dpi resolution & converted to PDF format. The same pdf file must be uploaded to the e-procurement portal.
 - 3) Bidder has to ensure that the quotes mentioned in PDF and excel are same. In case of any discrepancy between the pdf and excel files, the commercials mentioned in PDF will be taken as final for evaluation purposes.
- Further, we confirm that we will abide by all the terms & conditions mentioned above and in this RFP Document and subsequent addendums. Also, we understood that if any mismatch is found between pdf & excel file, commercials mentioned in PDF will be taken as final for evaluation purposes

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Address:

Email:

Phone:

Place:

Date:

Seal & Signature of the bidder



Annexure 12 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

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

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

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

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

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

Request for Proposal for Selection of Service Provider for Link Management of BSNL & MTNL Links in branches/ offices

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs./- (Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the bidder or any other forbearance, act or omission on your part or any indulgence by you to the bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs./- (Rupees..... only) as aforesaid or extend the period of

- the guarantee beyond the said (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the bidder.
 6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
 7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
 8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
 9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 10. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
 11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
 12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.
 13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the



date and

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

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

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

For and on behalf of

Branch Manager

Seal and Address



Annexure 13 - Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India

As per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

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

To

Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

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:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd 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.

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:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

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 shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money 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 or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.

Annexure 14 - Integrity Pact

PRE CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____,

Between

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051(hereinafter referred to as "BOB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

and

.....hereinafter referred to as "The Bidder"

Preamble

BOB is \ one of the nationalized PSU Bank having its presence through its 9500+ of branches and 100+ administrative offices throughout India and 25+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of BOB

- 1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - a. No employee of the BOB , personally or through family members , will in connection with the tender for , or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
 - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s)

could obtain an advantage in relation to the tender process or the contract execution.

- c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- 2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

Section 4 - Compensation for Damages

- 1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Subcontractors

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The BOB will enter into agreements with identical conditions as this one with all Bidders.
- 3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Subcontractor(s)

If the BOB obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor which constitutes corruption, or if the BOB has substantive suspicion in this regard, the BOB will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Harishwar Dayal (email id: dayalagra@gmail.com) appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- 5) The BOB 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 BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 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

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after



the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB .

Section 11 - Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB, i.e. Mumbai.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)

Witness2:

(Name & Address)
