



**Request For Proposal (RFP)
for Supply, Installation and Maintenance of
Passive and Active Network Components at
DC, Mumbai and DC, Hyderabad**

**Bid No.: GEM/2024/B/5731974
20th December 2024**



[A] Important Dates:

Schedule of RFP		
A.1	RFP Issuance Date	20th December 2024
A.2	Pre-Bid Meeting details	<ul style="list-style-type: none">○ Pre bid meeting will be held online through Microsoft Teams on 30th December 2024 at 11:00 AM○ Vendors needs to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs along with pre-bid clarification on deepak.mehra@bankofbaroda.com○ 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.○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.
A.3	Last Date of Submission of RFP Response (Closing Date)	10th January 2025 (GeM)
A.4	Eligibility cum Technical Bid Opening Date	10th January 2025 (GeM)
A.5	Commercial Bid Opening Date	Bank will open the commercial bids of only those bidders who qualify in the eligibility and technical bid evaluation.
A.6	Bid Security / EMD (Earnest Money Deposit)	Rs. 90,00,000/- (Rupees Ninety Lakh only). MSE / Startups will be exempted from EMD submission as per Govt. of India guidelines
A.7	Mode of bid submission	Mode: Online URL: Government e Marketplace (GeM)
A.8	Support details of GeM Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
A.9	RFP Coordinator details (Bank)	Mr. Deepak Mehra, Senior Manager (IT) Contact No.: 022-6845-0849/0852 Email: deepak.mehra@bankofbaroda.com Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, 603-604, 6 th Floor, Kohinoor Square, Opp. Shiv Sena Bhavan, N.C. Kelkar Marg, Dadar (West), Mumbai – 400028.



[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
6. Support means Support & Services to be provided as part of the Scope of Work
7. MSP means Managed Service Provider of the Bank for Data Center
8. ATP means Acceptance Test Procedure
9. AMC means Annual Maintenance Contract
10. NPV mean Net Present Value
11. UAT means User Acceptance Test
12. DC Means Data Centre
13. DR Means Data Recovery Centre
14. Central Vigilance Commission (CVC)
15. One Time Cost (OTC)
16. Total Cost of Ownership (TCO)
17. EMD – Earnest Money Deposit
18. SLA means Service level Agreement
19. NDA means Non-Disclosure Agreement
20. BOM – Bill of Material
21. Bidder / Bidder, Bank shall be individually referred to as 'Party' and collectively as 'Parties'

Confidentiality:

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



Contents

1. Introduction	6
2. Project overview.....	6
3. Contract period	6
4. Pre-Qualification for Submission of Bid.....	7
5. Technical Proposal Attention Items.....	7
6. Audit.....	7
7. Bid Security (Earnest Money Deposit).....	8
8. Exemption for EMD amount	8
9. Preference to make in India initiative	9
10. Performance Bank Guarantee	9
11. Sub - Contracting	9
12. Service Level Agreement and Non-Disclosure Agreement.....	10
13. Compliance with Laws.....	10
14. Termination	10
15. Grievance Redressal.....	11
16. Dispute Resolution.....	11
17. Governing Laws	11
18. Prevention of Corrupt and Fraudulent Practices	12
19. Authorized Signatory	12
20. The bid submission by related parties	12
21. Right to Reject Bids	12
22. General Terms and conditions.....	13
23. Information/Cyber-Security Measures/Controls for selected SP:.....	19
24. Information Confidentiality.....	19
25. Indemnity	20
26. Confidentiality	21
27. Assignment	23
28. Information Ownership	23
29. Sensitive Information.....	23
30. Privacy and Security Safeguards.....	23
31. Force Majeure.....	23
32. Termination	24
33. Contract Review and Effect of Termination.....	25
34. Order / Contract Cancellation.....	25
35. Limitation of Liability	26
36. Visitorial Rights.....	27



37. Inspection of Records.....	27
38. Publicity	27
39. Solicitation of Employees.....	27
40. Notices and other Communication	28
41. Waiver	28
42. Violation of Terms.....	28
43. Cumulative Remedies	28
44. Severability.....	28
45. Disclaimer.....	29
Annexure 01 – Guidelines for submission details and E-tendering	30
Annexure 02 – Evaluation Terms	33
Annexure 03 – 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.....	41
Annexure 04 – Bid Security (Earnest Money Deposit).....	44
Annexure 05 – Bid Security Form	46
Annexure 06 – Bid security Declaration for MSE/Startup	49
Annexure 07 – Undertaking from the Bidder.....	51
Annexure 08 – Pre-Bid Queries Form	53
Annexure 09 – Conformity Letter.....	54
Annexure 10 - Letter of Undertaking from OEM.....	55
Annexure 11 – Undertaking of Information Security	56
Annexure 12 – Project Details (Scope of Work).....	57
Annexure 13 – Service Levels	76
Annexure 14 – Masked Commercial Bid.....	78
Annexure 15 – Commercial Bid.....	79
Annexure 16 – Performance Guarantee	80
Annexure 17 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls.....	84
Annexure 18 – Information/Cyber-Security Measures/Controls for selected Service Provider	85
Annexure 19 - Bank Guarantee for early release of retention money	86
Annexure 20 – Certificate of Local Content	88
Annexure 21 – Integrity Pact	89
Annexure 22 – Service Level And Non-Disclosure Agreement Format.....	94



1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8,200+ branches in India and 90+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ 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 Supply, Installation and Maintenance of Passive and Active Network Components at DC, Mumbai and DC, Hyderabad.

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 vendor for Supply, Installation and Maintenance of Passive and Active Network Components at DC, Mumbai and DC, Hyderabad.

The Bank, for this purpose, invites proposal from bidders who are interested in participating in this RFP who fulfil the eligibility criteria mentioned under Annexure 02 and are also able to comply with the technical requirement as mentioned in Project Scope. Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP.

The RFP document is not a 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.

3. Contract period

The Contract with selected Bidder will be for a period starting from date of the Purchase Order till -7- years from the installation Sign-off date given by Bank officials. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank’s employees as per the requirements of the contract executed between the Bank and the Vendor. After completion of contract period, Bank may extend /renew the contract further period on mutually agreed terms & conditions.

Bank at its discretion may place an order for additional 30% of the total quantity during first year of the contract at the same rate with same terms and conditions. There shall be no escalation in price during the contract period. The vendor shall make all necessary arrangements for processing the orders and documents if any required for delivery of hardware. Payments will be released after delivery against purchase orders placed by the Bank on submission valid documents as per the payment terms.



4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions as mentioned under Annexure 02 and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 12, may submit their bid through GeM Portal on or before the last date of bid submission.

Bids submitted by any other means other than bid submission in GeM Portal will not be accepted by the Bank. The detail guidelines for submission details are mentioned under Annexure 01.

5. 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 timeline 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 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.

6. Audit

All Service Provider records with respect to any matters covered by this Agreement 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 Service Provider 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.

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 Service Provider’s premises without prior notice to ensure that data provided by the Bank is not misused. The



Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

7. Bid Security (Earnest Money Deposit)

Bidders are required to provide an earnest money deposit (EMD) of an amount as mentioned in “[A] Important Dates” at the time of submission of bid. The proof of the same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or a Bank Guarantee (**Annexure 05**) of an equal amount issued by a Schedule Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS.**

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process and no interest shall be paid on Bid security money provided by the vendor. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

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

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - ▶ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

8. Exemption for EMD amount

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, 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 along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.



9. Preference to make in India initiative

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting Class-I/Class-II local content certificate for the quoted product.

In case of two or more than two bidders complying with Preference to Make in India initiative are found technically eligible as per Technical Specifications requirements of the RFP, then Commercial bids of only those bidders will be opened.

In case sufficient bidders complying with Preference to Make in India initiative are not found technically eligible as per Technical Specifications requirements of the RFP, then Commercial bids of all technically eligible bidders will be opened.

10. Performance Bank Guarantee

The successful vendor shall provide a Performance Bank Guarantee (PBG) within 30 days from the date of receipt of purchase order or signing of the agreement whichever is earlier in the format mentioned under **Annexure 16** to the extent of 5% of the total Contract value valid for the entire period of the contract plus 3 months (84 months warranty + 3 months) and such other extended period as the Bank may decide for due performance of the entire project obligations. The guarantee should be that of a schedule commercial Bank in India other than Bank of Baroda.

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

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

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the EMD / Bid security money provided by the vendor will be forfeited.

11. Sub - Contracting

The selected vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it needs to be specified in the proposal/ response document



with all the details of the work/ services. Please note that no work/services shall be subcontracted without prior permission from the Bank in writing.

12. Service Level Agreement and Non-Disclosure Agreement

The successful vendor shall execute the Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) as per Annexure 22 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.

The successful vendor shall execute the SLA and NDA within 30 days from the date of acceptance of Empanelment Letter / Contract / Purchase Order placed by the Bank.

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 successful bidder as per article 63 Works Contract of Maharashtra Stamp Act.

13. 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. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. 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. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder. The bidder will be responsible for applicable insurance coverage such as ESI, Workmen compensation and Employer's Liability Insurance, Accident or injury to workmen Transit Insurance Comprehensive General Liability Insurance, any other insurance required under Law of Regulations or by Employer etc.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

14. Termination

Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the Bid Security Money as the case may be. Further, bank may impose such restriction/s on the defaulting bidder as it deemed fit.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the



same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

15. 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 General Manager (IT) at cgm.it.bcc@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 General Manager (IT)
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

16. Dispute Resolution

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

If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within 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 within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are 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.

The seat and place of arbitration shall be Mumbai. 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.

17. Governing Laws

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



18. Prevention of Corrupt and Fraudulent Practices

Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
- ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

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.

20. The bid submission by related parties

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank’s discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

21. Right to Reject Bids

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

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



- ▶ It is not accompanied by the requisite Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any 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 and EPROCUREMENT PORTAL only.

Debarment from bidding means (Refer 151 of GFR 2017):

A bidder shall be debarred if he has been convicted of an offence—

- a) Under the Prevention of Corruption Act, 1988; or
- b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - I. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
 - II. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
 - III. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

22. General Terms and conditions

- 22.1. The RFP document is not recommendation; offer 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.
- 22.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 22.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- 22.4. 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.
- 22.5. 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.
- 22.6. 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.
- 22.7. 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.
- 22.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge 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.
- 22.9. Acceptance of Terms: the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document
- 22.10. Only one submission of response to RFP by each Respondent will be permitted.
- 22.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 22.12. 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.



- 22.13. 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.
- 22.14. 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.
- 22.15. All responses received after the due date/time would be considered late and would be liable to be rejected. EProcurement 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.
- 22.16. 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.
- 22.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 22.18. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the RFP Coordinator. 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.
- 22.19. 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.
- 22.20. Respondents should invariably provide details of their email address (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.
- 22.21. 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.
- 22.22. Bidder should submit their Eligibility Cum Technical and Commercial bids through online EProcurement portal.
- 22.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder 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 bidders 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
- 22.24. 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.
- 22.25. 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.
- 22.26. 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.
- 22.27. 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.
- 22.28. 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.
- 22.29. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 22.30. 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.
- 22.31. 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.
- 22.32. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / 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.
- 22.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement 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.
- 22.34. 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.
- 22.35. 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.
- 22.36. the bidder covenants and represents to the Bank the following:
- ✓ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - ✓ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 22.37. The execution, delivery and performance under an Agreement by bidder:
- ✓ 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;



- 22.38. 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.
- 22.39. 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
- 22.40. 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.
- 22.41. The Bank reserves the right to extend the dates for submission of responses to this document.
- 22.42. 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.
- 22.43. 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.
- 22.44. 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 procurements. 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
- 22.45. 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.
- 22.46. 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.
- 22.47. 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.



- 22.48. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the 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.
- 22.49. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 22.50. Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.
- 22.51. Service Provider shall provide background verification report of all the resources deployed (if any) on the Bank of Baroda project on the Bank's premises within 1 month from the date of on boarding on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after background verification, however not later than 1 month from the date of on boarding.

23. Information/Cyber-Security Measures/Controls for selected SP:

The Bidder and third-party Service Provider (SP) need to provide an undertaking on their letter head as per Annexure 18 to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Service providers have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected SP has to abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

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.

25. 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:

- ▶ Bank's authorized / bonafide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- ▶ An act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- ▶ Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- ▶ Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- ▶ Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- ▶ Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ Breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- ▶ The bidder will be responsible for applicable insurance coverage such as ESI, Workmen compensation and Employer's Liability Insurance, Accident or injury to workmen Transit Insurance Comprehensive General Liability Insurance, any other insurance required under Law of Regulations or by Employer etc., and indemnifies the Bank against all claims under such requirements.
- ▶ Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

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/RFQ 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:

- ▶ Notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and



- ▶ 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:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or
- ▶ any change, not made by or on behalf of the Bidder, to some or all of the 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.

26. 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 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:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Bidder at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. 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 or Confidential Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary or Confidential 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.



27. Assignment

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

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP 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.

28. Information Ownership

All information processed, stored, or transmitted by Vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

29. Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

30. Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

31. Force Majeure

The vendor 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 not involving the vendor's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform vendor's



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

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

32. Termination

Bank shall have the option to terminate this RFP and / or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

- ▶ Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ▶ if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank; or
- ▶ This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
- ▶ The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- ▶ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- ▶ The other Party becomes the subject of a court order for its winding up.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor 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 six (6) months, after the completion of the notice period of six (6) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

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 Vendor, within thirty (30) days of such termination or expiry, of the following:

- ▶ All the undisputed fees outstanding till the date of termination;
- ▶ the Reverse Transition Fees payable as per reverse transition plan; and
- ▶ Provided the Payment is made only after Reverse Transition Services are provided.

Upon the termination or expiry of this Tender and subsequent Agreement:

- ▶ The rights granted to Vendor shall immediately terminate.
- ▶ 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 Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavours to transfer or assign such agreements and Vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- ▶ Upon Bank's request in writing, Vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

As part of Reverse Transition Services, Bank shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor's subcontractor.

33. Contract Review and Effect of Termination

The Bank desires to appoint the Managed Service Provider for a total period of 1 year, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safe guard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the System Integrator and the Bank will cause cessation of services. Only by mutual consent the services can be withdrawn. This would include a well-defined reverse transition mechanism, which would normally require 3 to 6 months and will contain

- ▶ Procedures for transition and migrating to the new Managed Service Provider
- ▶ Time frame for parallel run
- ▶ Skill transfer mechanism and in specific cases the human resources requirement

34. Order / Contract Cancellation

The Bank will provide the selected vendor a remedy period of 90 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected vendor through a letter or mail correspondence. The 90 day time period



will commence from the day the Bank has sent such correspondence to the selected vendor.

The Bank reserves its right to cancel the order / contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of vendor:

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor.
- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- ▶ The amount of penalties has exceeded the overall cap of 10% of the yearly contract value in any year during the contract period.
- ▶ Failure of the vendor make good the situation within the remedy period
- ▶ The selected vendor commits a breach of any of the terms and conditions of the RFP / contract.
- ▶ The selected vendor becomes insolvent or goes into liquidation voluntarily or otherwise
- ▶ An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order / contract cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

35. Limitation of Liability

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

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

"Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

"Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when



compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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

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

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

36. 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 vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

37. Inspection of Records

All vendor 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 vendor 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.

38. Publicity

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

39. Solicitation of Employees

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

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect



solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

40. 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 transmission (with hard copy to follow for email), addressed to the other party at the addresses and email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that email sent to correct email address).

Any Party may change the address, email address 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.

41. 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.

42. Violation of Terms

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

43. Cumulative Remedies

The various rights and remedies of either party under the agreement (to be executed under this RFP) whether provided therein or otherwise, conferred by statute, civil law, common law, custom or trade usages are cumulative and not alternative and no one of them shall be exclusive of any other as of any right or remedy allowed by law and may be enforced successively or concurrently.

44. Severability



बैंक ऑफ़ बड़ोदा
Bank of Baroda



If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

45. Disclaimer

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



Annexure 01 – Guidelines for submission details and E-tendering

Eligibility Bid must contain the following (All the documents should be digitally signed by authorized representative of bidder):

Section#	Section Heading	Performa Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder (regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India)	Annexure 03
3.	Bid Security (Earnest Money Deposit) Letter	Annexure 04
4.	Bid Security Form (EMD in the form of Bank Guarantee)	Annexure 05
5.	Bid Security Declaration for Micro and Small Enterprises (MSE) / Start-ups	Annexure 06
6.	Letter of Undertaking from the bidder	Annexure 07
7.	Conformity Letter	Annexure 09
8.	Letter of Undertaking from the OEM	Annexure 10
9.	Undertaking of Information Security (Bidder & OEM)	Annexure 11
10.	Technical Proposal	Bidder need to provide the Compliance of all technical requirement under Annexure 12 along with details bill of materials
11.	Executive Technical Summary - Project proposal with detailed execution plan, Data sheet of the product offered along with Bill of Materials etc.	Bidder to provide
12.	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 from authorized representative of bidder.	Bidder to provide
13.	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 14
14.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
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)



Section#	Section Heading	Performa Given
16.	Declaration / undertaking for the compliance of Information & cyber security controls	Annexure 17
17.	Information/Cyber-Security Measures/Controls for selected Service Provider	Annexure 18
18.	Bidder to provide Certificate for Local Content	Annexure 20
19.	Integrity pact (Bidder to submit duly Signed and Stamped /digitally signed Integrity Pact with Rs. 600 Non Judicial stamp paper /eSBTR along with Bid)	Annexure 21
20.	Service Level And Non-Disclosure Agreement Format	Annexure 22
Commercial Bid should be strictly as per Commercial bid format (Annexure 15). Any commercial bid submitted not in conformity with Annexure 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		

1. Guidelines

1.1. Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
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1.2. Downloading of Tender Document

The tender document is uploaded / released on GeM Portal. 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 tenders shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

1.3. 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.

1.4. Do's and Don'ts for Bidder

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The GeM Portal is open for uploading documents from the start of the bid submission date. Hence bidders are advised to start the process of uploading bid documents well in advance.



- ▶ Bidders must prepare for submission of their bid documents online well in advance as
 - The encrypt/upload process of soft copy of the bid documents large in number to the portal may take longer time depending upon bidder's infrastructure and connectivity.
 - 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 required documents -01- week in advance for timely online submission of bid.
- ▶ 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 GeM authorities well in advance.
- ▶ Bidder should not raise requests 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 GeM authorities.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.



Annexure 02 – Evaluation Terms

1. Evaluation process

There would be a two-stage evaluation process for the selection of vendor:

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

The eligibility cum technical bids of all bidders would be evaluated first. The bidders who meet the Eligibility Criteria and Technical requirements will be shortlisted for the commercial bid evaluation.

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.

A. Eligibility Bid Evaluation

Eligibility criterion for the bidder to qualify in this stage is clearly mentioned below. The bidder would need to provide valid supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP. The Technical Proposal will be evaluated for technical suitability.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting 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) within last 2 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
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 to the said Office		Undertaking as per Annexure 3 and copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of the bidder)



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	Memorandum / Order and we submit the proof of registration herewith.		
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
5	The Bidder & OEM to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by them.		Letter of confirmation from Bidder & OEM. OEM should submit the Technical Specification and BOM on Letter Head signed by authorized official
6	Bidder needs to confirm that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. Bidder also undertakes to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.		Undertaking as per Annexure 07 (signed/Digitally signed documents from authorized representative of bidder)
7	(A) Bidder confirms that their entity is not funded by Bank of Baroda and hence no sacrifice from the Bank's side is involved OR (B) Bidder confirms that their entity is funded by Bank of Baroda and there is no sacrifice involved." OR (C) Bidder confirms that their entity is funded by Bank of Baroda and amount		Undertaking as per Annexure 07 (signed/Digitally signed documents from authorized representative of bidder))



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	of sacrifice involved is Rs. _____”		
B	Financial		
1	<p>The bidder must have registered average annual turnover of Rs. 135 Crore (MSE - 45 Crore) or above during the last three completed financial years – 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies) from Indian Operations.</p> <p>*If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.</p>		<p>Audited Financial statements for the financial years 2021-22, 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>(Valid certification to claim MSE/Start-up exemptions)</p>
2	<p>The Bidder must be Net-profit making entity continuously for the last three years i.e. financial years – 2021-22, 2022-23 & 2023-24*</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>*If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.</p>		<p>Audited Financial statements for the financial years 2021-22, 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>
C	Others		
1	If OEM is bidding directly, they cannot submit another bid with any other bidder.		Letter of confirmation from OEM (Should be on company letter head and must be signed by an authorized official only)
2	The Bidder must be an authorized partner of the OEM having the highest or equivalent level of Partnership under Network Category with the OEM at least for the last 3 years (as on RFP date).		Letter of confirmation from OEM (Should be on company letter head and must be signed by an authorized official only)



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
3	<p>Bidder must have the following Accreditations / Certifications</p> <p>A) ISO 9001</p> <p>The manufacturing facility (OEM) of the products quoted under this RFP should have the following Accreditations / Certifications</p> <p>A) ISO 9001</p> <p>B) ISO14001</p>		Copy of the relevant certificates
D	Experience & Support Infrastructure		
1	<p>Bidder must be in Business of Supply and Implementation of Data Center Network Infrastructure and providing end to end operational support & maintenance of the Network Infrastructure, for a period of at least last 3 Years (as on RFP date)</p>		<p>A self certified letter from company secretary for being in the Core Business of Supply, Configuration, and Implementation of Data Center Network Infrastructure to be attached.</p> <p>Documentary Proof to be attached along with order / contract copy and customer certified letter certifying satisfactory operations by the bidder for Supply and Implementation of DC Network Infrastructure.</p>
2	<p>Bidder must have experience in setup of 2 no's of Data Centre Network Infrastructure (with Passive Cabling) with not less than</p> <p>A) Min. 50 no's of proposed OEM make Network Switches (each DC/DR)</p> <p style="text-align: center;">AND</p> <p>B) Min. Rs. 5 Crore of Purchase Order Value (each DC/DR)</p> <p>in the period of last -5- Years (as on RFP date) in Public Sector Banks / Commercial Banks / Financial Institutions / Public Sector Undertakings (PSUs) / Telecom sector in India with having network of minimum 1000 domestic branches.</p> <p>(In case the bidder has experience in DC & DR Separately for any one</p>		Documentary Proof of order / contract copy / customer credentials.



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	organization, then the experience shall be taken as two number)		
3	Bidder & OEM must ensure that the equipment's to be supplied will not be End of Sale in next 3 years and will not be End of Support in next 8 years from the date of RFP.		Letter of undertaking from OEM & Bidder (self-certified letter signed by authorized official only)
4	Bidder must ensure that all the modules / component of individual equipment to be supplied from same OEM.		Letter of confirmation from Bidder (self-certified letter signed by authorized official only)
5	Bidder must ensure that all the switching equipment (spine & leaf) of DC quoted under this RFP should be of the same OEM		Letter of confirmation from Bidder (self-certified letter signed by authorized official only)
6	The Bidder should have direct support offices at Mumbai and Hyderabad.		Letter of confirmation from Bidder (self-certified letter signed by authorized official only)
7	OEM should be able to replace the faulty hardware within 4 hours from the time of incident reporting. (only in Mumbai & Hyderabad)		Letter of undertaking from the OEM.

In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.

B. Technical Bid Evaluation

Bidders need to submit detailed Bill of Material (BOM) based on the commercial and scope mentioned in the RFP.

The Technical Proposal will be evaluated for technical suitability based on the submitted BOM. The bidder must comply with all the Technical Specifications requirements as mentioned in Annexure 12

C. Commercial Bid Evaluation

The commercial bids of only those bidders 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 Bidders. The commercial bids submitted by Bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly, the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is 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 components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

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 Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services 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.

The proposal of L1 (Lowest Vendor) shall be recommended for award of contract.

D. Commercial Bids Terms

- a. 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.
- b. 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
- c. 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
- d. 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.
- e. In case of any variation (upward or downward) in Government levies / taxes / cess / 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.

- f. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST 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.
- g. 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".
- h. 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.
- i. 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.
- j. 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.
- k. 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

E. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in



Evaluation Criteria in this RFP document.

- b. 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.
- c. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies, GST etc. GST will be paid at actuals. There will be no price escalation for during the contract period and any extension thereof.
 - ▶ 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.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.



Annexure 03 – 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
Chief General Manager (IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad.

We, M/s _____ are a _____ (private / public limited company / LLP / Firm) 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:

Description	Please select which is 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 / ToT arrangement in sensitive technologies with an entity having beneficial ownership from 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 / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country	



<p>which shares a land border with India 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.]”</p>	
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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.]”

We, hereby confirm that we fulfill 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.

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 _____ by _____ 20_____

Yours faithfully,

Authorized Signatory

Name: _____

Designation: _____

Bidder's Corporate Name: _____

Address: _____

Email ID: _____

Phone Number: _____

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (if applicable)



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. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.
- III. "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.
- IV. "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
- V. 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.
- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. 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.
- VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:
 1. Additive Manufacturing (e.g. 3D Printing)
 2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
 3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
 4. Chemical Technologies
 5. Biotechnologies including Genetic Engineering and Biological Technologies
 6. Information and Communication Technologies
 7. Software



Annexure 04 – Bid Security (Earnest Money Deposit)

(Bidder need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)

To,

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

Sir,

Sub: RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad.

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

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ Bank Guarantee

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 or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

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

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document.

We _____ having our registered office at _____ (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.



बैंक ऑफ़ बड़ोदा
Bank of Baroda



A/C Name: _____

A/C No. (Company account details): _____

IFSC Code: _____

Bank Name: _____

Bank Address: _____

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this _____ by _____ 20____

Yours faithfully,

Authorized Signatory

Name: _____

Designation: _____

Bidder's Corporate Name: _____

Address: _____

Email ID: _____

Phone Number: _____



Annexure 05 – Bid Security Form

(Pro forma for Bank Guarantee in lieu of EMD - Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)

To,

Date: _____

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

Dear Sir,

WHEREAS _____ (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at _____ India (hereinafter referred to as "the VENDOR") proposes to offer its response to Bid No. (RFP details) _____ (hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us, _____ for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE, _____ having _____ Office at _____, India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, _____, through our local office at _____ India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We _____, 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 to the extent of Rs _____ (Rupees _____ only) an amount equivalent to the EMD 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 vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____ (Rupees _____ only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad
Bank of Baroda



- 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.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____ 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. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
 5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or any indulgence by you to the VENDOR or by any variation or modification of the RFP 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 day of _____ unless expressly agreed to by us in writing.
 6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
 7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
 8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
 9. Any notice by way of demand or otherwise hereunder may be sent by courier, e-mail 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.
 10. 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 here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.



11. The Bank Guarantee shall not be affected by any change in the constitution of the Vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. 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.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs _____ (Rupees _____ only).
 - ii) This Bank Guarantee shall be valid up to and including the date _____ and
 - iii) 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.
15. 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.

For and on behalf of
Branch Manager
Seal & Address

NOTE:

- 1) Vendor should ensure that the seal & code no. Of the signatory is put by the bankers, before submission of bg.
- 2) Stamp paper is required for the BG issued by the banks located in Mumbai.
- 3) Bank guarantee if submitted, should be accompanied with copy of the SMFS transmitted at the time of issue of bank guarantee. As per IBA notification no. Ps&bt/govt/2305 dated 16-Mar-2016 along with ministry of finance, government of India circular f.no.7/112/2011-boa dated 08-Mar-2016 with respect to sending bank guarantee advices through structured financial messaging system (SFMS), it is necessary to confirm the authenticity of the bank guarantees (BG) by SFMS message. The SFMS should be sent to following branch:
**Branch name & address: Bank of Baroda, BKC branch, c-26, g-block, Baroda
Corporate center, Bandra east, mumbai-400051
Ifsc code: BARB0BANEAS (fifth letter is "zero")**
- 4) Vendor should ensure that the bank guarantee should contain all terms & conditions as per this format. Bank guarantee submitted with any rider or deviation to the stipulated terms & conditions will not be accepted.



Annexure 06 – Bid security Declaration for MSE/Startup

(For Micro and Small Enterprises (MSE) / Startups)

To,

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

Sir,

Sub: RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad.

1. I/We, the undersigned, declare that M/s _____ is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

- 2A. As per the RFP / Bid no: _____ floated for _____ at para no: _____ a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs)2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
 4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.



5. I/We declare that I am the authorized person of _____ to make the declaration for and on behalf of _____ Letter of Authority for executing declaration is enclosed.

Dated this _____ by _____ 20_____

Yours faithfully,

Authorized Signatory

Name: _____

Designation: _____

Bidder's Corporate Name: _____

Address: _____

Email ID: _____

Phone Number: _____

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)



Annexure 07 – Undertaking from the Bidder

To

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

Sir,

Sub: RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad.

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. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
4. 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.
5. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. 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 - _____ (please specify NA if not applicable)
 - ii. Amount and Currency in which Commission paid / payable - _____ (please specify NA if not applicable)
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - _____ (please specify NA if not applicable)
7. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
8. We confirm that M/s _____ are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their



relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.

We also undertakes to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives

9. 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.
10. We confirm that we are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. We also undertake to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.
11. We confirm that our company is not funded by Bank of Baroda and hence no sacrifice from the Bank's side is involved.
(OR) We confirm that our company is funded by Bank of Baroda and there is no sacrifice involved.
(OR) We confirm that our company is funded by Bank of Baroda and amount of sacrifice involved is Rs. _____.
12. We confirm that background verification of all the resources to be deployed on the Bank of Baroda project / on the Bank's premises has been / will be carried out. Whenever required, we shall provide such report within 1 month from the date of on boarding the resources on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after background verification, however not later than 1 month from the date of on boarding.

Dated this _____ by _____ 20____

Yours faithfully,

Authorized Signatory

Name: _____
 Designation: _____
 Bidder's Corporate Name: _____
 Address: _____
 Email ID: _____
 Phone Number: _____



Annexure 08 – 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 Bidder:

Contact Person Name:

Tel No:

Email-ID:

Sr. No.	Page #	Point / Section #	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 ID: _____

Phone Number: _____



Annexure 09 – Conformity Letter

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

To
Chief General Manager (IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad.

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.

Dated this _____ by _____ 20_____

Yours faithfully,

Authorized Signatory

Name: _____
Designation: _____
Bidder's Corporate Name: _____
Address: _____
Email ID: _____
Phone Number: _____



Annexure 10 - Letter of Undertaking from OEM

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

To
Chief General Manager (IT)
Bank of Baroda
Baroda Sun Tower, BKC,
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad.

We _____ (Name of the OEM) who are established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorize M/s _____ (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of _____ which are manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose. We _____ (Name of the OEM) hereby convey our unconditional acceptance of terms & conditions related to support for our products during Warranty period if _____ fails to do so.

The model(s) / product(s) _____ proposed in this RFP is covered under 7 Years (5 Years Warranty & 2 Years AMC) Onsite comprehensive support / 25 Years Warranty from the date of installation of product.

We hereby extend our Warranty during this 7 Years (5 Years Warranty & 2 Years AMC) / 25 Years Warranty as per terms and conditions of the RFP and the contract for the equipment and services offered for supply against this RFP by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

We assure you that in the event of M/s _____ not being able to fulfill its obligation in respect of the Warranty and AMC terms defined in the RFP then _____ (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Dated this _____ by _____ 20____

Yours faithfully,

Authorized Signatory
Name & Designation: _____
OEM's Corporate Name: _____
Address: _____
Email ID & Phone No: _____



Annexure 11 – Undertaking of Information Security

*(This letter should be on the letterhead of the Bidder as well as the OEM/
Manufacturer duly signed by an authorized signatory on Information security as per
regulatory requirement)*

To,

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

Sir,

Sub: RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad.

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions / modifications done).

Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this _____ by _____ 20____

Yours faithfully,

Authorized Signatory

Name: _____
Designation: _____
OEM's Corporate Name: _____
Address: _____
Email ID: _____
Phone Number: _____



Annexure 12 – Project Details (Scope of Work)

A. Project Scope

Bidder to deliver the service with the scope as briefed below:

1. Design, Build & Transfer the Network infrastructure (i.e. Passive cabling - Copper/Fibre, Active Network equipment, Network racks with Power Distribution Unit, Cable Tray for passive cabling i.e. Copper/Fibre, etc.,) for Extension of Data Centre at Hyderabad and Mumbai.

Bidder shall perform the following tasks as per Bank requirement and satisfaction for the detailed scope of work as mentioned in this document but not limited to:

1. Design of complete Network Architecture for Tier-III standard Data Centre (including Passive cabling, Active Network equipment, etc.)
2. Site preparation as per the scope requirement.
3. All copper cabling will be on CAT 6A and fiber backbone will be on MPO technology with pre terminated fiber cables by the OEM from factory as per the technical specifications. The Bank's equipments will be all LC interfaces from the fiber LIU to the switches/servers.
4. Supply, Lay & Termination of the Passive cabling i.e. Copper/Fibre and cable trays as per Design and requirements. Supply and installation of required patch panels and fiber MPO cassettes as per the passive cabling design
5. Supply and installation of Racks which are required for Network aggregation along with PDU for powering the Active Network Equipment as per design
6. Supply, Installation and configuration of Active Network Equipment i.e. LAN switches with Spine/Leaf Architecture for Tier-III standard Data centre
7. Supply and installation of PDU and racks required for the network switches and servers
8. Supply of patch cord for both Copper/Fibre of required length for the entire datacenter cabling infrastructure considering as per the port counts mentioned in Annexure 12.2 – Bill of Material (BoM)
9. Documentation – HLD and LLD Design documentations along with necessary SOPs for maintenance and/or troubleshooting issues for provided devices. (Visio Drawings, rack elevation and layout diagrams as per design requirements) and Acceptance Test Plan.
10. Quarterly firmware/IOS or patch analysis of the devices and upgrade the same as per OEM recommendations.
11. Hardening of the devices as per Bank's Secure Configuration Document.
12. Closure of VA points/observations reported shared by Bank before device go-live and/or handover to Bank.
13. Integration of new devices with existing switching Environment of the bank, in order to migrate existing switching LAN.
14. Presence of sufficient no. of senior resource/s onsite from OEM during migration and go-live activity of switches/devices and to resolve issues if any observed during migration activity with help of TAC or their internal resources.
15. Racking and stacking of RMA devices during Warranty and Annual Maintenance Contract along with restoration of backup configuration and firmware or IOS.



16. Acceptance Testing and certification of the passive application/components for a period of 25 years
17. Training, certification and knowledge transfer to Bank and MSP
18. Handover to Bank/Managed Service Provider (MSP) with full functionality
19. Support for the Data Centre Network Infrastructure through MSP as part of Warranty and Annual Maintenance Contract and providing support engineers (3 L1 & 1 L2) on 24x7x365 basis (1 person per shift) with minimum 6 years of experience in Datacenter networking at Hyderabad.

Brief Scope of work for Data Centre Network Infrastructure

1. Network Architecture Design
2. Structured Cabling work
 - a. CAT6A Copper Cables/Outlet/Patch cord
 - b. Multimode OM4 Fibre Cables/Patch cord
 - c. Patch Panel (i.e. Copper/Fibre) for each rack above the rack (Zero U bracket required) and within the network aggregation rack
 - d. Faceplates/Information outlet
 - e. Horizontal Cable Managers
 - f. Vertical Cable Managers
 - g. MPO Cassettes with ultra high density panels for fiber cassettes needs to be leveraged wherever applicable in order to conserve space
3. Switching Fabric
 - a. Leaf Switches
 - b. Spine Switches
4. Network and Server Racks with Power Distribution Units (PDUs)
5. Power Distribution Units (PDUs)
6. Documentation
 - a) The drawings including rack/DC/passive cabling layout as per plan and as built (both hardcopy and softcopy)
 - b) Operation and Maintenance manuals including SOP & Troubleshooting (both hardcopy and softcopy)

B. Detailed Scope and Technical Specifications

Bidder will Design, Build & Transfer the Network infrastructure for the extension of Tier-III Data Centre at Mumbai and Hyderabad as per the Technical Specification provided & scope outlined below.

B.1 Network Architecture Design

- a. The Network Architecture design should comply to the TIA-942 guidelines for Tier-III Data Centre Network
- b. Bidder has to design the Network Architecture including physical network infrastructure and logical design (VLAN etc) as per Banks requirement, ensure successful implementation of the proposed Network Architecture and handover



the same to Bank's Managed Service Provider for migration/integration with bank's existing infrastructure.

- c. The Network Architecture should be designed in a consistent, modular fashion for ease of Management, support, troubleshooting and future scalability.
- d. The proposed Architecture should integrate seamlessly with Bank's existing network infrastructure comprising of network equipment of different make & model.
- e. Network design should be flexible to incorporate any dynamic changes ensuring no performance degradation.
- f. The architecture should be designed to achieve desired scale up in future in terms of number of RACKs / Servers & Network equipment, while maintaining the same performance.
- g. The Network Architecture should be designed for Hyderabad comprising of 51 racks in 4 rows and for Mumbai comprising of 30 racks in 2 rows. Mumbai DC is having total 11 rows (A to J) in which only A and I rows will be part of expansion while in Hyderabad DC there are 3 Nos. of server farms (A, B and C) and 1 No. of network farm out of which Server Farm C will be part of expansion.

The rack layout is as given below.

Mumbai Site

Row - (A)																		
Rack Placement	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Server Rack	14
Available Rack	Empty	Empty	Empty	Empty	Empty	Empty	MOR	MOR	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Network MOR	2
3 Phase	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Empty Rack	16
Single phase	No	No	No	No	No	No	Yes	Yes	No	No	No	No	No	No	No	No	3 Phase	14
Dimension	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	800x1200	800x1200	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	Single Phase	2
Rack Nos	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		

Row - I																
Rack Placement	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Server Rack	12
Available Rack	Empty	Empty	Empty	Empty	MOR	MOR	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Empty	Network MOR	2
3 Phase	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Empty Rack	14
Single phase	No	No	No	No	Yes	Yes	No	No	No	No	No	No	No	No	3 Phase	14
Dimension	600x1200	600x1200	600x1200	600x1200	800x1200	800x1200	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	Single Phase	2
Rack Nos	17	18	19	20	21	22	23	24	25	26	27	28	29	30		

Hyderabad Site

Row - 1															
Rack Placement	1	2	3	4	5	6	7	8	9	10	11	12	13	Server Rack	13
Available Rack	Empty	Empty	Empty	Empty	Empty	Empty	MOR	Empty	Empty	Empty	Empty	Empty	Empty	Network MOR	1
3 Phase	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Empty Rack	13
Single phase	No	No	No	No	No	No	Yes	No	No	No	No	No	No	3 Phase	12
Dimension	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	800x1200	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	Single Phase	1
Rack Nos	1	2	3	4	5	6	7	8	9	10	11	12	13		

Row - 2														
Rack Placement	1	2	3	4	5	6	7	8	9	10	11	12	Server Rack	12
Available Rack	Rack	Rack	Rack	Rack	Rack	Rack	MOR	Rack	Rack	Rack	Rack	Rack	Network MOR	1
3 Phase	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes	No	No	Yes	Empty Rack	12
Single phase	No	No	No	No	Yes	Yes	Yes	No	No	Yes	Yes	No	3 Phase	11
Dimension	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	800x1200	600x1200	600x1200	600x1200	600x1200	600x1200	Single Phase	1
Rack Nos	14	15	16	17	18	19	20	21	22	23	24	25		

Row - 3															
Rack Placement	1	2	3	4	5	6	7	8	9	10	11	12	13	Server Rack	13
Available Rack	Empty	Empty	Empty	Empty	Empty	Empty	MOR	Empty	Empty	Empty	Empty	Empty	Empty	Network MOR	1
3 Phase	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Empty Rack	13
Single phase	No	No	No	No	No	No	Yes	No	No	No	No	No	No	3 Phase	12
Dimension	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	800x1200	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	Single Phase	1
Rack Nos	26	27	28	29	30	31	32	33	34	35	36	37	38		

Row - 4															
Rack Placement	1	2	3	4	5	6	7	8	9	10	11	12	13	Server Rack	13
Available Rack	Empty	Empty	Empty	Empty	Empty	Empty	MOR	Empty	Empty	Empty	Empty	Empty	Empty	Network MOR	1
3 Phase	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Empty Rack	13
Single phase	No	No	No	No	No	No	Yes	No	No	No	No	No	No	3 Phase	12
Dimension	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	800x1200	600x1200	600x1200	600x1200	600x1200	600x1200	600x1200	Single Phase	1
Rack Nos	39	40	41	42	43	44	45	46	47	48	49	50	51		

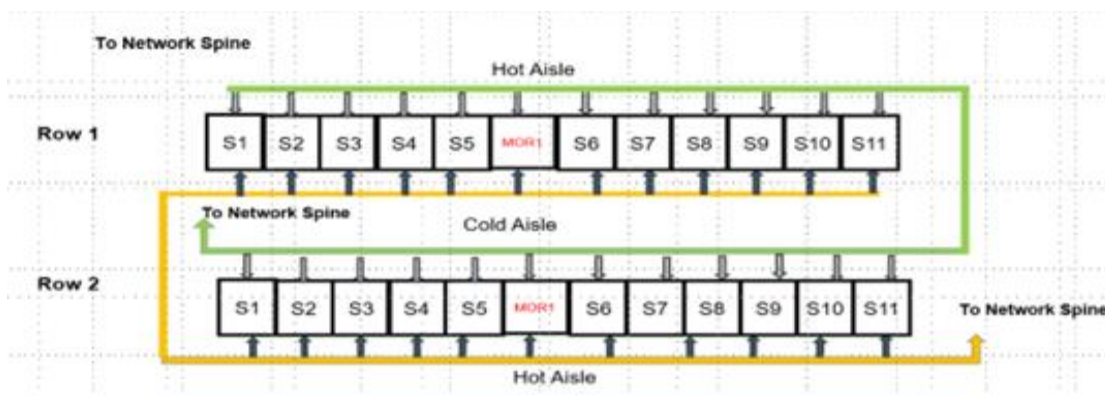


The various connectivity for passive cabling is as categorized below

1. Server to Leaf Switch Connectivity

For Server to leaf switch connectivity the following points have been taken into consideration.

- Fiber/Copper ports with MoR connectivity as per Annexure 12.2 – Bill of Material (BoM) and rack layout (each row will have a redundant MoR in alternate row to provide MoR level redundancy at Hyderabad and redundant MoR within same row at Mumbai)
- All copper/fiber ports will be connected on Zero U and hence Bidder has to factor appropriate number of Zero U and patch cords for the same
- All copper/fiber ports will follow a MoR approach with 1 single MoR rack in each row and the redundant MoR in the alternate row at Hyderabad (as per the connectivity diagram shown below) and 2 MoR racks in same row at Mumbai.



The above diagram is only a representative view for clarity purpose only

- The ports counts are to be referred to Annexure 12.2 – Bill of Material (BoM)
- All fiber ports will be factory terminated and MPO based trunks between each server rack to MoR rack

2. Leaf Switch to Spine Switch Connectivity

- Leaf to Spine with 1:6 oversubscription considering maximum port speed in each switch for e.g. in the 1/10/25 Gbps switch considering the maximum port speed towards server as 25 Gbps for oversubscription calculation.
- Cabling (Copper/Fiber) to be laid from Server Farm C to existing Network Farm for spine/other devices integration at Hyderabad. The leaf to spine connectivity will be a minimum of 2x48 fiber trunk cable from each MoR rack in server farm in row no 1 to 4 will go to the two different spine switch rack in network farm/row.
- The fiber trunks will be OM4 trunk factory terminated cables from respective OEMs.
- MPO technology will be used for the fiber trunks with ultra-high density fiber panels to be used for terminating the fiber cables in each spine switch rack and on the MoR side as well.



- e. All the 1/10/25 Gbps fiber leaf to spine uplinks will be on 100 Gbps uplink with minimum 4x100 Gbps uplink from each leaf switch to spine switches providing an aggregate bandwidth of 400 Gbps between leaf and spine.

3. SAN connectivity

The connectivity for SAN cables have been detailed below.

- a. From each server rack to SAN Director rack in row no 2 & 3 after MOR rack at Hyderabad and row no. C & D at Mumbai.
- b. Within the datacenter row no 3 & 4 at Hyderabad and row no.C & D at Mumbai will be dedicated for all storage equipments.
- c. There will be in total 2 SAN director racks in each storage row considering redundancy.
- d. From each server rack there will be 2x24 fiber cables to the SAN director racks
- e. The Fiber trunk cables will be factory terminated OM4 cables based on MPO technology and ultra-high density fiber panels will be used for terminating on both server side and SAN director rack side
- f. From each of the storage rack to server rack there will be 2x24 fiber cable towards SAN director racks for SAN
- g. For LAN from each MOR rack in storage rows to server rack there will be 2x24 fiber ports coming to the MoR rack in storage rows
- h. All fiber trunks will be based on MPO technology with factory terminated and will also use ultra-high density fiber panels on both server side and storage side for termination purpose

The port workings for each of the connectivity has been summarized in Annexure 12.2 – Bill of Material (BoM). The entire passive cabling will be done as per EIA/TIA standards with Cat 6A for Copper and OM4 for fiber connectivity using factory terminated fiber cables and ultra high density fiber panels within the datacenter.

B.2. Structured Cabling

Structured cabling involves supply, installation, testing and commissioning of CAT 6A Copper Cables, Multimode OM4 Fibre Cables, Cable Managers (Horizontal /vertical), Patch cord (copper/ fibre), Patch Panel (i.e. Copper /Fibre) for each rack (above the rack) and within the network aggregation rack., etc.,

General Specifications

- a. Bidder has to design, lay and test the cabling to cater the DC requirements of Tier-III standard
- b. The proposed cabling solution shall follow the TIA 942 standards with specifications for the cables and other passive material
- c. All component, accessories and cables supplied under this contract shall be in accordance with the latest applicable recommendations, regulations and standards of:
 - 1) This Technical Specification and Associated Drawings



- 2) ANSI/TIA/EIA/568-C.1, Commercial Building Telecommunications Cabling Standard – 2009
- 3) ANSI/TIA/EIA 568-C.2, Copper Cabling Components Standard
- 4) ANSI/TIA/EIA 568-C.3, Optical Fiber Cabling Components Standard
- 5) ANSI/TIA/EIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces
- 6) ANSI/TIA/EIA-606-A, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- 7) ANSI/J-STD-607-A, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
- 8) Building Industries Consulting Services International (BICSI) Telecommunications Distribution Methods Manual (TDMM)
- 9) ANSI/TIA-942, Telecommunications Infrastructure Standard for Data Centers
- 10) BICSI-002, Data center design and implementation best practices.

Bidder is responsible to determine and adhere to the most recent edition of these standards when developing their responses.

- Quality Control: The horizontal cable shall have a unique print string on the cable jacket. This unique identifier shall also be used for on-line reference to a full set of factory tests that were performed on a sample from the same mater reel. The on-line reference must be available on the SCS vendor public website, such that it can be accessed at any time.
- All the products for both LAN and SAN cabling should be from the same OEM
- The proposed data cabling solution should be upgradeable to intelligent cabling solution without any downtime
- All best practices for installation shall be followed by Bidder for the installation
- Cable shall be installed following industry standard practices.
- Warranty for the installed cable plant from the OEM equipment supplier. Bidder shall ensure that the OEM norms for supply, installation, testing and documentation as specified by the OEM supplier shall be adhered to, provided those are in line with TIA / EIA standards and Bank requirement specifications (if any).
- The warranty shall be provided by the OEM vendor to Bank and shall be administered in India. The duration of the system warranty shall be for a period of 25 years and shall cover the system performance, application assurance and the costs of the supply of components and installation.
- Cabling system shall include factory-terminated system components which can be quickly mated to form an end-to-end optical link between patching locations and/or equipment ports
- Cabling Solution should be a high density LSZH system solution with reduced installation time
- Scope includes Termination, Installation, Fixing of Port Patch Panels including proper Dressing of Cables, and Fixing & Casio labelling of Patch Panels



- Scope includes Proper routing of Patch Cords in Racks, Jack Panels and wire/cable manager with tagging of Mounting Cords
- Bidder need to include Fibre termination and Management System and Fibre routing in the scope.
- Bidder should ensure OLTS (Optical Loss Test Set) Scanning of laid Copper/Fiber Cables for the performance testing of Installed Cabling System with EIA/TIA specified parameters.
- Cabling system shall be a modular solution and should offer a greater degree of flexibility in managing equipment moves, adds or changes
- All horizontal cabling should emanate from Jack panels on the distribution switch and be routed to outlets nominated through ceiling space, risers, skirting duct and workstation partition duct etc
- The cables must be laid in an aggregated manner to reduce the cabling space requirement
- Bidder shall not exceed the maximum pulling tension or the minimum bending radius for copper cables per manufacturer's specifications.
- Cables shall be neatly & properly tied up and dressed using appropriate Cable managers and Velcro bands. All the cables, connectors, sockets, panel's etc. shall be labelled for identification purpose.
- Cables should be installed in a workman like manner, parallel to walls, floors and ceilings, as applicable
- The Manufacturers cable form should be maintained at all times. No distortion due to kinks, sharp bends or excessive hauling tension shall be allowed to occur during installation
- Care should be taken to prevent other trades damaging the cable by walking or storing heavy objects on them whilst lying out and installation
- Cables should be run in a manner eliminating any possibility of strain on the cable itself or on the terminations
- Cables entering or exiting trays, conduits, centenary wires and other fixed support should have a small gooseneck or slack provided and should be fixed at both ends to prevent the possibility of cable stress.
- Cables should be concealed except where nominated otherwise, and should run in neat lines
- Cables should have no joints, all foil should necessarily be grounded at all terminations
- All fiber trunk cables should be factory terminated and also use MPO technology
- Cables should be kept at a minimum distance of 150 mm from items liable to become hot or cold. The distance should be consistent with the maximum or minimum temperature possible and the cables should at no point make direct contact with such items.
- Cables should not be directly embedded in plaster, concrete, mortar or other finishes unless they are in conduit and capable of being fully withdrawn and replaced as per Banks requirement without any damage to finishes.
- Cable should either have a nylon sheath or should be enclosed in a conduit if running underground
- Under no circumstances hand labelling of the cables will be accepted and no hand punching shall be allowed without proper tools. Labelling and Punching should be



done as per TIA/EIA standards

- All copper conductors must be tested for continuity and pair integrity as well as EMI interference
- The termination of connectors should be RJ- Single Information Outlets with faceplates, shutter and Surface box
- Horizontal and Vertical Cable Management System should have high density which minimizes area required for network layout, freeing up valuable server room space.
- Professional Cable Management and copper Cable Termination tools be available on site.
- Each outlet shall be tested for satisfactory operation based on certification parameters valid for the entire warranty period of 25 years or more as applicable.
- All outlets in the Facility be clearly marked, labelled & documented for future reference.
- Installed UTP Cabling System shall be tested with TIA / EIA 568 Level IIE / Level III hand held testers. Each installed UTP drop shall be tested as per the latest revisions of TIA / EIA 568-B Cat 6 specifications. Length, Wire Map, Attenuation, Pair-to-pair and Power Sum NEXT, ELFEXT and PS ELFEXT, Return Loss, Delay Skew, ACR and PS ACR shall be tested and results provided to Bank in soft format on a CD.
- Cable laying should be through metal raceways, PVC conduits, overhead ladder / tray and other relevant activities.
- Laying of STP copper Cable in raceways includes proper bunching and tagging for Data/ Voice Cable including Standard Colour Coding.
- Maintenance of the LAN Passive components shall be done by Bidder. Provision of additional Passive nodes whenever required shall need to be provided based on requests.
- Cable layout plan should be submitted as part of the technical bid
- Structured cabling implementation work needs to be audited and certified by Cabling OEM

Bidder shall after completion of the installation, submit a detailed documentation of the cable plant. The documentation shall cover, in the minimum, the following

- As-built diagrams of the Network showing the cable pathways and connectivity
- Test results for UTP and Fiber links
- Consolidated BOM with manufacturer's part Nos. and quantities used.
- Warranty certificate from OEM supplier

I. CAT6A Cables / Outlet / Patch cord

Bidder should confirm the compliance of CAT-6A cable specification as mentioned in Annexure 12.1 – Technical Specifications and should be thin patch chords to save space while dressing and also aesthetically look good.

Patch cord quantity is mentioned as per Annexure 12.2 – Bill of Material (BoM)

II. Fibre cables OM4 / Patch cord

Bidder should confirm the compliance of Fibre cables OM4 cable specification as mentioned in Annexure 12.1 – Technical Specifications. OM4 cable should be used for connectivity between leaf switches and spine switches for uplink/downlink



III. Patch Panel

Based on the copper and Fibre port details provided in Annexure 12.2 – Bill of Material (BoM), Bidder has to design the following -

1. Above the rack Multipurpose Frame size (i.e. to accommodate MPO cassette for fibre and CAT-6a cable for copper)
2. Jack panel and LIU/Frame required for termination of CAT 6a cable and fit out of MPO cassette from the Server rack to Network Aggregation rack respectively
3. Design should be such that to accommodate both Network & Storage Leaf ports in a single rack (if not possible in a single rack then the adjacent rack to be considered) so that in future free storage port can be used for the purpose of network
4. All other accessories (nut, bolt, etc.) required for termination of Copper/Fibre cables in each of the server rack above and within the network aggregation rack

IV. Faceplate/Information Outlets

1. Modular jacks shall be 4-pair, RJ-45, and shall easily fit in a UTP / CAT6A Face Plate. Modular jacks shall terminate using both T568A and T568B wiring
2. Information outlet shall be capable of terminating 23 AWG CAT 6A/UTP cable conductors.
3. The insulation displacement contacts shall be paired, with additional space between pairs, to improve crosstalk performance
4. The modular jacks must be auto shuttered and should have integral dust cover protection

V. Horizontal Cable Managers

1. Should be made of lightweight plastic/metal construction that provides durability and easy installation
2. Should have rounded edges on fingers to protect cables from snags and damage to cable.
3. Should have flexible fingers to allow easy installation and removal of cables
4. Should have pass through holes that allow front to rear cabling
5. Should mount to standard 19" EIA racks and cabinet

VI. Vertical Cable Management System

1. Should have high density which minimizes area required for network layout, freeing up valuable floor space
2. Should have curved cable management fingers that support cables as they transition to the vertical pathway eliminating the need for horizontal managers
3. Should have slack management spools to organize and manage patch cord slack allowing standardization of patch cords
4. Should have a combination of 6U W wire managers for cable management
5. Should be equipped with end panels and doors for the wire managers



B.3. Switching Fabric (Fabric Management Tool)

Switching scope includes designing the Switching Fabric under Spine Leaf Architecture with IP for both LAN and SAN, as per rack/server room layout and Port details provided and supply, installation, commission, testing of switching fabric as per Technical Specifications given in Annexure 12.1 and handing over to Bank's MSP.

- Minimum Two Spine switches with required numbers of Leaf Switches with N+N redundancy as per port details provided in Annexure 12.2 – Bill of Material (BoM) shall form the switching fabric. Leaf switches shall be factored for each ROW following Middle of the RACK Architecture.
- Bidder should setup proper Backbone between Spine and Leaf switches and Leaf Switches to server rack (multimode OM4 fibre).
- All switches including spine and leafs should be of line rate (non-blocking) including access and uplink ports
- Fabric should be able to auto discover all the hardware and auto provision the fabric
- The fabric architecture must be able to provide logical topologies (VLAN etc) that are abstracted from the physical infrastructure with no performance degradation
- Fabric must integrate with best of breed L4 - L7 Physical and virtual appliances like Firewall, ADC, IPS etc.
- Fabric must act as distributed layer 2 and Layer 3 Fabric
- Fabric should support scale up and scale out without any service disruption
- Fabric must support a minimum of 2 sets of Spine Switches & scale upto 6 set of Spine Switches and support minimum of 200 Leaf switches & scale upto 25300 Leaf switches without any design change.
- Fabric should be designed in N+N redundancy ensuring uninterrupted availability.
- Fabric must provide Centralized Management Facility for centrally managing, monitoring and provisioning the entire Fabric
- Bidder should ensure for the necessary tools/kits to ensure proper mounting of the switches at respective RACKs
- Bidder should submit a list of all features provided by the proposed leaf/Spine Switches, in addition to the technical specifications mentioned Annexure 12.1 that will be available to the bank without any additional charges and will be under support.
- Bidder should provide all the updates and firmware upgrades including version upgrades (including their reinstallation) during the period of the contract.
- Bidder shall configure / set up the rules as desired by the Bank
- The hardware/ software packages to be offered should be legally valid, licensed and with latest version along with the complete set of manuals along with the media.



The detail BOM is mentioned in Annexure 12.2. However, the no. of leaf & Spine switches and the no of port requirement in leaf & spine switches should be arrived by Bidder based on the design consideration provided in this SOW and site visit by the bidder.

B.4. Network Aggregation RACKs with Power Distribution Units (PDUs), Cable is coming from Top of the Racks (Zero U LIU).

Bidder should supply, deliver, install and maintain the Server / Network / Storage Rack (42 U): -

- The rack should stand on the Raised Access floor
- The rack should support the cooling, cable management and power system of Banks Office at Mumbai and Hyderabad
- The Rack should contain all the necessary component and accessories to mount the servers / switches, storage etc
- Each rack shall be provided with necessary power sockets in N+N redundancy configuration so in the event of failure of one feed, the other feed shall take the entire load.
- Network Rack (aggregation) should have Patch panel for Cross/Inter Connectivity to Server Rack
- Network rack shall be with proper cable management, Ladder, Vertical & Horizontal Wire Manager etc.
- San Switch Rack (aggregation) should have patch panel for cross/inter connectivity to server rack with Fibre optic cable for storage purpose

B.5. RACK PDUs (PDU is getting Power from UPS)

- The dimensions of the PDUs should be according to 42U rack.
- PDUs shall be with N+N redundancy configuration with standard color coding with specifications as per Annexure 12.2 – Bill of Material (BoM).
- PDUs shall be of high density minimizing area required.

B.6. Onsite Resources for Network Infrastructure Management

- a. Bidder is required to deploy –1– onsite Technical resource per shift on 24x7x365 basis (3 Nos. of L1 & 1 No. of L2) for managing/supporting the Network equipment/component at Hyderabad during the contract period.
- b. The resources should have a minimum of 6 years' experience in datacenter networking and certified
- c. While deploying, Bidder shall ensure to identify suitable resources having necessary technical competence to properly monitor/troubleshoot of the Network equipment / component
- d. The resources shall co-ordinate with Bank/MSP and backend teams of Bidder/OEM for monitoring, call logging and timely resolution of the issues

C. Final Acceptance Testing

- a. Bank, at its discretion, may do a thorough inspection of the material before installation. In case any discrepancy is found, the material is liable to be rejected.



- b. During the course of installation, Bidder has to prepare an acceptance test plan, in concurrence with Bank team, for each of the equipment and integrated system.
- c. All the design and implementation validation for the datacenter switching solution shall be done by the respective OEM, Bidder to factor appropriate efforts for involvement of the OEM professional services for the same for a minimum of 15 days
- d. Based on the agreed Test Plan, bank will carry out detailed acceptance Test of the installed/commissioned Network infrastructure.
- e. Only after successful acceptance by the Bank Team, as per Acceptance Test Plan, the deliverable shall be deemed as Commissioned.

D. Handover of Network Infrastructure to Bank's Managed Service Provider

Post commission/installation and successful acceptance testing, Bidder shall handover the Network equipment / component to Bank's Managed Service Provider (MSP). Handover of the Network Infrastructure by Bidder to the Bank and/ or MSP of the Bank, shall include the following but not limited to:

- Bidder shall ensure for necessary Training, Handholding, Knowledge Transfer to the MSP for handling day to day operations / maintenance
- However, Bidder shall continue to extend necessary support to the infrastructure in co-ordination with the MSP, during the contract period of this RFP
- Bidder shall provide necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this RFP. Bidder shall provide all updated documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for Architecture Design, Network component/ equipment's. Such documentation shall include but not limited to:
 - Design document
 - Standard Operating Procedures of all the equipment's / hardware / software commissioned / installed
 - Listing of all process being monitored with their monitoring frequency
- Bidder shall provide updated inventory for all network assets including licenses.
- Listing of all third (3rd) party Vendors that have been directly relevant to the provision of the Services and that may be the subject of a request by Bank or the replacement service provider for assignment, cancellation or renovation
- All training, certification and knowledge transfer that the Bank feels are necessary to be imparted to the Bank or its designated personnel / vendor.
- All the warranties held by or in the name of Bidder shall be assigned or transferred "As Is" in the name of the Bank. The Bidder shall execute any and all such documents as may be necessary in this regard.
- The Parties shall return confidential information and will sign-off and



acknowledge the return of such confidential information.

- Bidder recognizes that considering the enormity of the Assignment, the Handover Services listed herein are only indicative in nature and Bidder agrees to provide all assistance and services required for fully and effectively handing over the Services provided by Bidder under this RFP and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.
- Post the handover process, Bidder shall continue to provide necessary support and services during warranty and AMC period for all the components supplied and installed as per the RFP terms including SLA. For providing the support services the Bidder has to station onsite resources as mentioned in the Scope of Work.
- The scope of MSP is to only coordinate and front end the operations for the components supplied by Bidder.

E. Project Management

Bidder shall appoint a Project Manager who shall be a Certified Data Centre Network Infrastructure Specialist to head a team of technical experts for each area of work head under the contract. The project manager shall be responsible for all the coordination work at site and represent Bidder in review meetings. The technical experts/other stakeholders of the Bidder shall also make themselves available on-site for any clarifications/technical discussions, if required.

F. Other Terms and Conditions

1. Delivery

The Bank expects the bidder to complete the Design, Build & Transfer of Network Infrastructure at Mumbai & Hyderabad Offices as per the requirements of this tender within 2 months from the date of signing of the Agreement. This should be in line with the Project Schedule submitted by the Bidder and should not exceed beyond 2 months. Inability of the bidder to complete the project as per specifications within defined timelines shall invoke "Late Deployment Charges" clause.

Bidder will be responsible for ensuring proper packing, delivery and receipt of the hardware/ equipment's at the site. Sealed packs will be opened in the presence of Bank officials.

All necessary accessories as part of the hardware/ equipment's should be delivered together with the hardware/ equipment.

Any component (hardware or software) has not been delivered or if delivered is not operational, will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment for such products will not be made until full delivery is completed.

2. Transportation and Insurance

The commercial proposal submitted by bidder should be inclusive of all costs till acceptance of the hardware by the Bank. The vendor has the option to use transportation from any eligible source. Insurance cover may be taken by the vendor from any eligible source till the acceptance of the Hardware items by Bank. Hence, insurance is the sole responsibility of the bidder. The bidder should also assure that



the product would be replaced with no cost to Bank in case insurance cover is not taken.

3. Late Deployment Charges

Keeping in view the strategic importance of timely functionality of the Data Centre, any delay attributable to the Successful bidder beyond the prescribed period for agreed successful commissioning and handing over the Project to BANK, shall not be accepted. In such a case, BANK, without prejudice to other remedies available under the contract, shall be entitled to recover a sum, as penalty as mentioned below:

- i. Delay of one week or part thereof to commission the project = 0.5% of the total contract value
- ii. Delay of two weeks or part thereof to commission the project = 1.0% of the total contract value
- iii. Delay of three weeks or part thereof to commission the project = 2.0% of the total contract value
- iv. Delay of four weeks or part thereof to commission the project = 4.0% of the total contract value
- v. Delay beyond four weeks shall be charged at 2% for every delayed week or part thereof in addition to 4.0% as mentioned above subject to the cost not exceeding 10% of the total contract value.

BANK's decision to impose penalty and the assessed amount thereon shall be final and binding on the successful bidder and the same shall not be exceeding the total contracted value of the project. Total contract values shall include all applicable taxes and levies.

4. Installation

Installation of all the hardware/ equipment's including unpacking of cartons / boxes, mounting of the hardware/equipment's and installation will be the responsibility of Bidder. Bidder will have to install the hardware/ equipments and hand it over to Bank for acceptance testing as per the Project Schedule

Bank reserves the right to shift any hardware / equipments to new location/s and warranty and AMC will continue to be in force at the new location also

5. Warranty

Warranty for Active Components

The entire Network infrastructure setup (hardware, solutions and other equipments) covering all components will remain under, onsite, comprehensive maintenance warranty for a period of three years. The service support during warranty period shall be for complete Network infrastructure setup and accessories supplied.

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

- **Comprehensive Warranty for 60 Months from the date of signing Final Acceptance Certificate by the Bank.**

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



In event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance of any quarter during the base warranty period of 5 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects.

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

The Bidders warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Warranty for Passive Components

All the passive components should be with 25 years of warranty.

The Bidder further warrants that all Goods supplied or Works carried out under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the Bank's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods or Works in the conditions prevailing in the country.

6. Annual Maintenance Contract and Annual Technical Support

Bidders must quote for comprehensive on-site AMC, which shall include labour and cost of the material, strictly as per SLA terms, for a period of 2 (two) years after the expiry of 5 years' warranty period as mentioned above. The AMC shall be on-site comprehensive and shall not require the purchaser to procure and store recommended spares at the site during warranty / AMC. Entering into AMC for a lesser number of years (pro-rata charges to apply) shall be at the discretion of BANK.

The Comprehensive on-site AMC must be quoted by all the bidders for the subsequent two years' period over and above the warranty period. The Comprehensive on-site AMC prices should be based upon the percentage of the Purchase price or prevailing list price at the completion of three years, whichever is lower. Price Bids without AMC shall be summarily rejected. AMC rates must be quoted as per the price bid format enclosed. No other format shall be accepted.

In case of software, Operating System, Equipment Firmware and Equipment OS, during installation, integration, acceptance testing, warranty period, extended warranty period and AMC, all updates and upgrades shall be supplied and installed free of cost on pre-paid freight basis. The support shall have to be mandatorily on-site.

However, in exceptional cases remote support from OEMs'/bidders' software/service centers, through phone/Email/Fax, etc shall also be required and is a must. The time limit within which such calls shall be attended to shall be only based on the SLAs mentioned in this RFP.

7. Acceptance Test (AT)

AT shall comprise of completion of following activities at Site:



- i. For each installed equipment and IR template should be prepared along with the technical specifications and its value as per quoted product.
- ii. Bank personnel will check the working system value against the product value before signing the acceptance of the installation of equipment
- iii. In case Bank is not satisfied with installation / configuration, party must reinstall and / or reconfigure the entire / partial solution.
- iv. Running of AT Schedule as per agreed AT Plan for systems
- v. All the License document along with Manual of the equipments installed should be duly submitted

8. 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 cost of such items and professional fees quoted by the Bidder in the price bid against such activity / item.

Wherever applicable, the Bank may require the following documents to be presented at the time of payment:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;
- iii) Insurance certificate;
- iv) Receipt/consignment note;
- v) Manufacturer's guarantee certificate and in-house inspection certificate;
- vi) Inspection certificate issued by purchaser's inspector; and
- vii) Any other document(s) as and if required in terms of the contract.

The payment will be released as follows:

The method and conditions of payments to be made to the successful bidder shall be:

- 40% of the total cost on delivery of Network Infrastructure equipment's / softwares plus 100% of GST. GST will be paid at actuals. The required documents to be provided along with original invoice:
 - a) Original delivery Challans duly stamped and signed by the Project Managers of the successful bidder and Bank.
 - b) In case of softwares, original License copies
- 20% of total cost on successful installation of the Network Infrastructure equipments / softwares and applicable Service Tax (if any).

SNR case - Wherever installation could not be carried out by the successful bidder due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like



site is not ready etc. However, in such a case the successful bidder has to give an undertaking to complete installation within a week of being informed that the site is ready.

In case of SNR case, 20% of total cost and GST (if any) after two months on delivery of DC Built equipments / softwares

The required documents to be provided along with original invoice:

- a) Original installation reports duly stamped and signed by the Project Managers of the successful bidder and Bank.
 - b) 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 bidder to complete installation within a week of being informed that the site is ready
 - c) Letter confirming serial number with warranty details of each equipments.
- 30% of total cost payable on successful completion of the project. The required documents to be provided along with original invoice
 - a) Copy of the Final Acceptance Certificate issued by the Bank after the Bidder's total completion of its obligations to the satisfaction of the Bank.
 - Balance amount of 10% will be released on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 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.

ATS and AMC payments will be divided into four equal installments for the year and paid quarterly at the end of each quarter, on actuals. The payment will be on production of original invoice against receipt of satisfactory support report of previous quarter from Operations Managers of the Bank and Bank's Managed Service Provider. All the above documents to be duly signed by the authorized service delivery head of the bidder.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. But any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank. Payment will be released by IT Dept., as per above payment terms on submission of relevant documents.

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

9. Service Levels and Uptime Guarantee

For details, please refer to Annexure 13 that provides the service levels, penalties and Uptime Guarantee.

10. Delivery Period

All the deliverables should be delivered within 6 weeks from the date of acceptance of



purchase order by successful bidder. Bidder will have to pay late delivery charges to Bank of Baroda @ 0.5% of the delayed product value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the delayed product value. If delay exceeds the maximum percentage of 5%, Bank of Baroda reserves the right to cancel the entire order.

Bidder will be responsible for ensuring proper packing, delivery, and receipt of the hardware/ equipment at the site. Sealed packs will be opened in the presence of Bank officials.

All necessary accessories as part of the hardware/ equipment's should be delivered together with the hardware/ equipment.

Any component (hardware or software) has not been delivered or if delivered is not operational, will be deemed / treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment for such products will not be made until full delivery is completed.

11. Transportation and Insurance

The commercial proposal submitted by bidder should be inclusive of all costs till acceptance of the hardware by the Bank. The vendor has the option to use transportation from any eligible source. Insurance cover may be taken by the vendor from any eligible source till the acceptance of the Hardware items by Bank. Hence, insurance is the sole responsibility of the bidder. The bidder should also assure that the product would be replaced with no cost to Bank in case insurance cover is not taken.

12. Pre-shipment Inspections

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

13. Installation

Installation of all the hardware/ equipment including unpacking of cartons / boxes, mounting of the hardware/ equipment's and installation will be the responsibility of Bidder. Bidder will have to install the hardware/ equipment and hand it over to Bank for acceptance testing within a maximum of 2 week from the date of receipt of the deliverables at our office and Bank's notification for installation of the Hardware.

Bidder will have to pay late installation charges to Bank @ 0.5% of the product cost for the delayed item per week or part thereof subject to maximum of 5%, for delay in installation, if the delay is caused owing to reasons attributable to Bidder.

Bank reserves the right to shift any hardware / equipment to new location/s and warranty /AMC will continue to be in force at the new location also.

14. Replacement of network hardware

If network hardware is required to be mounted, vendor will be responsible for terminating the existing network link (in case of Switch) and mounting existing network hardware (in case of Rack) at no extra cost to Bank from the old setup to the new one. Necessary network hardware accessories (clamps, screws, nut bolt etc.) as required for installation of the network hardware has to be supplied by the vendor, at no extra cost to Bank.



15. Affixing Asset Tags on network hardware Equipment:

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

16. Right to Alter Quantities

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.



Annexure 13 – Service Levels

The penalty will be calculated as per details mentioned below									
	Measurement	Definition	Measurement interval	Uptime/Availability	Impact	Penalty During			
						Warranty		AMC	
						%	Cost included	%	Cost included
A	Passive Components	Damage / Degradation / Non Functioning	Monthly	Replaced / Refurbished / Rectified	Within 24 hours	Nil		NA	NA
					Within 48 hours	5	Cost of respective item under Passive Components		
					Within 72 hours	10			
					Within 96 hours	15			
					More than 96 hours	15			

	Measurement	Definition	Measurement interval	Uptime / Availability	Impact	Penalty During			
						Warranty		AMC	
						%	Cost included	%	Cost included
B	Active Components and Network Infrastructure Monitoring Solution	Degradation / Non Functioning / Function Not Working / Performance Issue	Monthly	Replaced / Refurbished / Rectified	Availability >99.9%	Nil			
					99.5% >= A <99.9%	1	Cost of respective item under Active Components	5	Proposed ATS Charges for respective item under Active Components
					99.2% >= A <99.5%	2		10	
					99% >= A <99.2%	3		15	
					98.5% >= A <99%	5		25	
					<98.5%	10		50	

Remarks: Only one/four such incidents quarterly / Annually respectively. In event of more than above mentioned incidents bank may escalate for termination process

	Measurement	Penalty
C	Onsite resource (L2 and L1)	<p>a) Bidder has to guarantee a minimum availability of 99%, calculated on monthly basis. Availability percentage will be calculated as 100% less person non attendance percentage.</p> <p>b) Person non attendance percentage will be calculated as unavailable time divided by Total available time (both Calculated on monthly basis).</p> <p>c) Total available time is 24 hrs per day per person for seven days a week.</p> <p>d) The uptime will be calculated on monthly basis and calculated amount will be adjusted from every sub sequent quarter payment.</p> <p>e) The Yearly SLA charges will be subject to an overall cap of 10% of yearly resource cost and thereafter, the contract may be cancelled.</p> <p>f) In case there is no pending invoices to be paid by Bank to Bidder , bidder has to submit a pay order /Cheque payable at Mumbai in favour of Bank of Baroda within 15 days after receiving notice period from the Bank.</p> <p>g) In case Engineer is not available continuously for more than 4 Hours, the Bidder has to immediately provide Bank with equivalent standby engineer.</p> <p>h) If bidder fails to meet the availability guarantee in any month the bidder has to pay the following compensation adjusted with every subsequent quarter payment</p> <p>(Minimum availability Percentage – Availability Percentage) * Current Years Monthly Contract value</p>



Service Level Default

- 1) Comprehensive 24*7*365 Critical DC with 4Hrs CTR support should be available for all active components and Solution
- 2) Availability Service level will be measured on a monthly basis
- 3) Uptime/Availability is considered without a high availability factor and will be calculated separately for each.
- 4) The penalty amount will be calculated as per uptime/availability mentioned in service level to an overall cap of 5% of total contract value in a year.
- 5) Bidder has to guarantee a minimum uptime of 99.9%, Calculated on monthly Basis.
- 6) If a device is impacted for more than 3 times in a quarter same has to be replaced by bidder without any extra cost to Bank.



Annexure 14 – Masked Commercial Bid

Annexure 14 - Masked Commercial Sheet													
Sr. No.	Description	Qty	Measureme nt	Unit Rate (₹)	Total cost (with 5/25* Yrs Wty) (₹)	AMC/ATS Charges (₹) (1st Yr)	AMC/ATS Charges (₹) (2nd Yr)	2 Yrs AMC/ATS Cost (₹)	Total Amount (i.e. Wty + AMC) (₹)	GST (%)	Total Amount with GST (i.e. Wty + AMC)	Remarks	
Passive components													
1	CAT6A cable	6,710	Mtrs		0.00	NA	NA	NA	0.00		0.00	Bidder need to arrive the length of the cable / patch panel required as per design. Bidder also should submit the calculation sheet arriving the length of the cable requirement.	
2	Copper Patch Panel (24 Ports) including face	74	Nos		0.00	NA	NA	NA	0.00		0.00		
3	Multimode OM4 Fibre cable for LAN	21,500	Mtrs		0.00	NA	NA	NA	0.00		0.00		
4	Fiber Patch Panel LAN (48 Ports) including	148	Nos		0.00	NA	NA	NA	0.00		0.00		
5	Multimode OM4 Fibre cable for SAN	21,500	Mtrs		0.00	NA	NA	NA	0.00		0.00		
6	Fiber Patch Panel SAN (48 Ports) including	148	Nos		0.00	NA	NA	NA	0.00		0.00		
7	CAT6A port termination charges	1	Nos		0.00	NA	NA	NA	0.00		0.00		
8	Fibre port (OM4) termination charges	1	Nos		0.00	NA	NA	NA	0.00		0.00		
9	Zero U L/U/Bracket	73	Nos		0.00	NA	NA	NA	0.00		0.00		
10	Cable tray 500MM	4	Nos		0.00	NA	NA	NA	0.00		0.00		
CAT6A Patch cord													
11.1	3 Mtrs	1,752	Nos		0.00	NA	NA	NA	0.00		0.00	Factory tested patch cord should be supplied	
11.2	10 Mtrs	200	Nos		0.00	NA	NA	NA	0.00		0.00		
Multimode OM4 fibre patch cord													
12.1	3 Meters	10,000	Nos		0.00	NA	NA	NA	0.00		0.00	Factory tested patch cord should be supplied	
12.2	20 Meters	200	Nos		0.00	NA	NA	NA	0.00		0.00		
12.3	MPO Cables of 100 Mtrs	140	Nos		0.00	NA	NA	NA	0.00		0.00		
Server & Network Racks													
13.1	Network Rack with Digital Locks 1	19	Nos		0.00	NA	NA	NA	0.00		0.00	Network Rack with Digital Locks (MOR-4 & Network Room-15) 800 MM X 1200 MM with 32AMPS 1Phase dual (2QTY in each Racks) PDUs and cable trays inside the rack. IEC Power Socket Details - 20 X C13 & 4 X C19 (Intelligent Monitoring PDU Rating)	
13.2	Network Rack with Digital locks 2	6	Nos		0.00	NA	NA	NA	0.00		0.00	Network Rack with Digital locks (MOR-6) 800 MM X 1200 MM with 32AMPS 1Phase dual (2QTY in each Racks) PDUs and cable trays inside the rack. Power Socket Details - 20 X C13 & 4 X C19 (Intelligent Monitoring PDU Rating)	
13.3	Server Rack with Digital Locks	67	Nos		0.00	NA	NA	NA	0.00		0.00	Server Rack with Digital Locks 600 MM X 1200 MM with 32AMPS 3Phase Dual (2QTY in each Racks) PDUs. IEC Power Socket Details - 20 X C13 & 8 X C19 (Intelligent Monitoring PDU Rating)	
Sub Total for Passive components (A)									0.00	XXX	0.00		
Active components													
1	Switch Type 1 (MZ Spine, 256 Ports, 100/40 Fiber)	2	Nos		0.00			0.00	0.00		0.00		
2	Switch Type 2 (DMZ & Partner Spine, 64 Ports, 100/40)	4	Nos		0.00			0.00	0.00		0.00		
3	Switch Type 3 (Admin MZ, DMZ Spine & border Spine, 48 Ports, 25/10 Fiber)	14	Nos		0.00			0.00	0.00		0.00		
4	Switch Type 4 (MOR, 48 Ports, 25/10 Fiber)	133	Nos		0.00			0.00	0.00		0.00		
5	Switch Type 5 (Integration MOR, 96 Ports, 25/10 Fiber)	12	Nos		0.00			0.00	0.00		0.00		
6	Switch Type 6 (Integration, 48 Ports, 10/1 Copper)	56	Nos		0.00			0.00	0.00		0.00		
Sub Total for Active components (B)									0.00	XXX	0.00		
Technical Resource (C)													
Technical Resource (1 person per shift 24*7*365 days)		Qty	Measurement	Year 1 (₹)	Year 2 (₹)	Year 3 (₹)	Year 4 (₹)	Year 5 (₹)	Year 6 (₹)	Year 7 (₹)	Total Amount Year 1 to Year 7 (₹)	GST (%)	Total Amount with GST
1	Technical Resource (L2)	1	No								0.00		0.00
2	Technical Resource (L1)	3	Nos								0.00		0.00
Technical Resource (C)									0.00	XXX	0.00		
Any other items/ services which are part of scope and not mentioned above (D)											0.00		Lumpsum amount need to be quoted by the bidder. Annexure mentioning the details of items and cost may be enclosed. (Please enter GST Amount in M39 cell instead of GST percentage)
Grand Total (E = A+B+C+D)											0.00	XXX	
Note													
1	All prices to be quoted in Indian Rupee (INR) only and should be inclusive of all taxes, duties, levies, GST etc.												
2	Price Bid should be comprise values only upto 2 decimal places. For the evaluation purpose, Bank will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate and Bank should not be held responsible for any incorrect calculations. However for the purpose of calculation, Bank will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.												
3	The Bidder should provide the commercial for every line items where the Bidder has considered the cost in the BOM. Any extra components/ item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only. The Bidder 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 Bidder would need to provide the same without any additional charge. Bidder should make no changes to the quantity. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.												
4	There shall be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.												
5	In the case of additional requirements desired by the Bank, the Bank can place the order for additional 25-30% of the over and above the quantity for which Order is placed with a selected bidder												
6	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.												
7	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.												
8	Details to be provided for any commercial provided against "Other Miscellaneous work", Line Item D												
9	All hardware and Software items should be as per technical specifications mentioned in Annexure 12 of Scope of Work												
10	For passive components, approximate quantity is mentioned and billing should be done only for actual usage after installation												
11	The Bill of material mentioned are the basic accessories required with respective network equipment's (active & passive) to be delivered. Any additional accessories required for end to end implementation & function of respective network equipment, should be supplied by the bidder without any additional commercials. Notwithstanding the quantity as mentioned above, bidder will supply, install, configure and maintain the equipment if any additionally required for fulfilling the terms of RFP & it's subsequent addendum, without any additional cost to the Bank.												
12	One resource per shift 24x7x365 days (3 Nos. L1 & 1 No. L2)												
13	All the item mentioned in Group "A" is with 25 Yrs warranty and AMC charges for these items are not applicable												
14	All the price quoted is with onsite comprehensive 5 Years Warranty & 2 Years AMC												
We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.													
Authorized Signatory:													
Name:													
Designation:													
Vendor's Corporate Name													
Corporate Stamp													



बैंक ऑफ़ बड़ोदा
Bank of Baroda



Annexure 15 – Commercial Bid

Attached as a Excel Sheet on GeM Portal.



Annexure 16 – Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief General Manager (IT)
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/ schedule commercial bank in India other than the Bank of Baroda 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:

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 / SLA 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 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 enforce 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



NOTE:

1. Vendor should ensure that the seal & code no. Of the signatory is put by the bankers, before submission of BG
2. Stamp paper is required for the BG issued by the banks located in Mumbai.
3. Bank guarantee if submitted, should be accompanied with copy of the SFMS transmitted at the time of issue of bank guarantee. As per IBA notification no. Ps&bt/govt/2305 dated 16-mar-2016 along with ministry of finance, government of india circular f.no.7/112/2011-boa dated 08-mar-2016 with respect to sending bank guarantee advices through structured financial messaging system (SFMS), it is necessary to confirm the authenticity of the bank guarantees (BG) by SFMS message. The SFMS should be sent to following branch:

Branch name & address: Bank of Baroda, BKC branch, C-26, G-Block, Baroda
Corporate center, Bandra East, Mumbai-400051

IFSC code: barb0baneas (fifth letter is “zero”)

4. Vendor should ensure that the bank guarantee should contain all terms & conditions as per this format. Bank guarantee submitted with any rider or deviation to the stipulated terms & conditions will not be accepted.



Annexure 17 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls

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

To

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

Sir,

Re: RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad.

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 the Information and cyber security controls as per Bank’s and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank

We abide with all clauses of Bank’s Cyber Security Controls and clauses mentioned in the Annexure 17 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Dated this _____ by _____ 20_____

Yours faithfully,

Authorized Signatory

Name: _____

Designation: _____

Bidder’s Corporate Name: _____

Address: _____

Email ID: _____

Phone Number: _____



Annexure 18 – Information/Cyber-Security Measures/Controls for selected Service Provider

Re: RFP for Supply, Installation & Maintenance of Passive and Active Network Components at Mumbai and Hyderabad.

1. Incident Response and Management

- 1.1 SPs must have a mechanism / resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.
- 1.2 SP’s BCP/DR capabilities shall adequately and effectively support the SP’s cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
- 1.3 SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cybersecurity incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

2. IT Risk Management

- 2.1 The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.
- 2.2 The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.

The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

Dated this _____ by _____ 20_____

Yours faithfully,

Authorized Signatory

Name: _____

Designation: _____

Bidder’s Corporate Name: _____

Address: _____

Email ID: _____

Phone Number: _____



Annexure 19 - Bank Guarantee for early release of retention money

BANK GUARANTEE
(FORMAT OF BANK GUARANTEE)

To

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

Dear Sir,

WHEREAS (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 (BOB) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs./- (Rupees only) will be made to the Bidder representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs./- (Rupees only) representing balance 10% of the consideration amount payable to the Bidder in terms of, the said agreement, we (Bank) having our head office at and amongst other places, a branch at (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of Bidder committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we (bank) shall on demand, pay BOB without any demur Rs./- (Rupees only) and notwithstanding any right the Bidder may have against BOB or any disputes raised by the Bidder or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the Bidder, indulgence shown to the Bidder by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Bidder by any forbearance whether as to payment, time performance or otherwise.



4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the Bidder complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the Bidder by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the Bidder by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Bidder given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs./- (Rupees only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) 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 _____ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. (signatories) Officials / Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this day of..... 201 at

For and on behalf of..... (Bank).

Authorised Signatory in favour of the Bank

Designation



Annexure 20 – Certificate of Local Content

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

To
Chief General Manager (IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

This is to certify that following products / solutions proposed are having the local content as per details under:

Item No.	Item Description	Manufacturer/ Supplier	Country of Origin	Domestic Value addition in Percentage (%)

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 and subsequent amendments from time to time.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Company Name:

Address:

Email and Phone #



Annexure 21 – Integrity Pact

PRE-CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

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

BANK OF BARODA, a body corporate constituted under the 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 /Bidder”

Preamble

BOB is a one of the nationalized PSU Banks having its presence through its _____ number of branches and _____ administrative offices throughout India and _____ overseas territories. BOB is committed to fair and transparent procedures in appointing of its 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) and / or 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 the rebeas substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiated disciplinary actions.



Section 2 - Commitments of the Bidder(s)/ Bidder(s)

- a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - b. The Bidder(s) / 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.
 - c. The Bidder(s) / 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.
 - d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / 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.
 - e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(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) / Bidder(s). 6-7}
 - f. The Bidder(s) / 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.
 - g. Bidder(s) / 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.
3. The Bidder(s) / 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, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (pagenos.8-17).



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 | Bidders | SubBidders

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and 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) / Bidder(s) / SubBidder(s)

If the BOB obtains knowledge of conduct of a Bidder, Bidder or SubBidder, or of an employee or a representative or an associate of a Bidder, Bidder or SubBidder 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 competent and credible Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) the task of the Monitors 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/Bidders as confidential.
- (3) The Bidder(s) / 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-Bidders.



- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(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 - contract has been awarded. Any violation of the same would entailed is qualification of the 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 bidders and exclusion from future business dealings.

If any claims 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 being valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the 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 / Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:
(Name & Address)

Witness2:
(Name & Address)



Annexure 22 – Service Level And Non-Disclosure Agreement Format

This Agreement is made in Mumbai this..... Day of 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8200+ branches in India and 90+ branches/ offices overseas including branches of our subsidiaries, distributed in 15 countries. Bank desires to select a Service Provider for ----- and had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of ----- . It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a ----- .

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- I. Bank, BOB means ‘Bank of Baroda’
- II. ATP means Acceptance Test Procedure
- III. AMC means Annual Maintenance Contract
- IV. BFSI means Banking, Financial services and Insurance
- V. DC Means Data Centre
- VI. DR Means Data Recovery Centre
- VII. MSP means Managed Service Provider of the Bank.
- VIII. SLA means Service Level Agreement



- IX. Total Cost of Ownership (TCO)
- X. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. Bank of Baroda reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

4. STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

5. Code of Ethics

M/s _____, (Vendor/Service Provider/Supplier/ Consultant/Contractor) agrees to comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract

6. Contract Period

(Terms mentioned in the RFP)

7. DELIVERY

(Terms mentioned in the RFP)

8. Transportation and Insurance

(Terms mentioned in the RFP)

9. Pre-shipment Inspections

(Terms mentioned in the RFP)

10. Supply, Installation, Testing, Commissioning & Acceptance (SITC)

(Terms mentioned in the RFP)

11. Warranty

(Terms mentioned in the RFP)

12. DOCUMENTATION

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/Hindi.

13. SINGLE POINT OF CONTACT & DIRECT SUPPORT



(Please incorporate following details – Name, designation, address, email address, telephone /mobile No...

Escalation matrix for support should also be provided with full details.

14. PAYMENT TERMS

The method and conditions of payments to be made to the successful bidder shall be:

(Terms mentioned in the RFP)

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

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

15. SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

16. COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BANK 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 Service Provider.

The Service Provider:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.



- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labor legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. Shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. Shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- xii. will be responsible for applicable insurance coverage such as ESI, Workmen compensation and Employer's Liability Insurance, Accident or injury to workmen Transit Insurance Comprehensive General Liability Insurance, any other insurance required under Law of Regulations or by Employer etc.
- xiii. needs to confirm that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.



- xiv. undertakes to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.
- xv. confirms that their entity is not funded by Bank of Baroda and hence no sacrifice from the Bank's side is involved

OR

Bidder confirms that their entity is funded by Bank of Baroda and there is no sacrifice involved.”

OR

Bidder confirms that their entity is funded by Bank of Baroda and amount of sacrifice involved is Rs. _____”

- xvi. background verification of all the resources to be deployed on the Bank of Baroda project / on the Bank's premises has been / will be carried out. Whenever required, we shall provide such report within 1 month from the date of on boarding the resources on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after background verification, however not later than 1 month from the date of on boarding.
- xvii. the commercial proposal is inclusive of all costs till acceptance of the hardware by the Bank. The vendor has the option to use transportation from any eligible source. Insurance cover may be taken by the vendor from any eligible source till the acceptance of the Hardware items by Bank. Hence, insurance is the sole responsibility of the vendor. The vendor should also assure that the product would be replaced with no cost to Bank in case insurance cover is not taken.

17. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

a. Bank of Baroda 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 Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider 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 Bank of Baroda. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by Bank of Baroda other than as may be required for the performance of Service Provider.

c. Service Provider shall notify Bank of Baroda promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider 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 Service Provider or its affiliates.

e. Service Provider 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. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by Bank of Baroda 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:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of Bank of Baroda;
- iv. Was acquired by Service Provider 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 Bank of Baroda.

- The Service Provider 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 Service Provider 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.

Notwithstanding above, Bank of Baroda shall take all the reasonable care to protect all the confidential information of service provider delivered to Bank of Baroda while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

18. INDEMNITY

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



- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.
- The bidder will be responsible for applicable insurance coverage such as ESI, Workmen compensation and Employer's Liability Insurance, Accident or injury to workmen Transit Insurance Comprehensive General Liability Insurance, any other insurance required under Law of Regulations or by Employer etc. and indemnifies the Bank against all claims under such requirements.

The Service Provider 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 Agreement 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, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider 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 Service Provider, 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 Service Provider, 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 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 Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider 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 agreement by the Service Provider.

In the event of Service Provider 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 Service Provider under this project.

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

19. 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 grand exclusive, perpetual rights to use of the deliverables in favor of bank.

20. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees _____ Only) in favor of Bank of Baroda from any schedule commercial Bank in india other than Bank of Baroda as acceptable to Bank of Baroda due performance of the contract in accordance of this



Agreement. The Performance Guarantee shall be valid for a period of ___ months with additional claim period of three months after expiry of validity period.

21. TERMINATION

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

Breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason 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 60 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case Bank of Baroda 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 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 Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- 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 Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

22. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

23. LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement 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.

ARBITRATION

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider 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 Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three,



with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

- e) The place of arbitration shall be _____. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) 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.

24. AUDIT

All Service Provider records with respect to any matters covered by this Agreement 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 Service Provider 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.

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 Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

25. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement 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.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, 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 Service Provider as part of procurement under the Agreement.

Under no circumstances Bank of Baroda shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Baroda 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 the respective 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.

26. PUBLICITY

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

27. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

28. SUBCONTRACTING

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

29. ASSIGNMENT

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider'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 Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

30. NON – SOLICITATION

The Service Provider, 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.



The above clause shall not applicable in case the recruitment done through public advertisement.

31. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider's employees, agents, contractors, subcontractors, etc.

32. FORCE MAJEURE

The Service Provider 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 Service Provider and not involving the Service Provider'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 Service Provider 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 Service Provider shall continue to perform Service Provider'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 Service Provider shall hold consultations in an endeavor to find a solution to the problem.

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

33. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each



Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Bank of Baroda:

The Chief Technical Officer

Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051

ATTN: Assistant General Manager (IT)

If to the

Address _____

ATTN: _____

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP _____, offer document and Purchase Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.



The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda

For

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :



Annexure – 12.1A – Switch Type 1 (Modular Spine Switch)

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Hardware & Interface / Performance			
1	Switch should be chassis based with 2 Supervisor slots and minimum 8 Line Card slots with all Line Card slots capable of supporting 40G and 100G speeds.		
2	Switch should be capable to scale upto 256 nos of 40/100G QSFP28 ports.		
3	The switch must be populated with 180 ports of 40/100 G QSFP+ ports from day one.		
4	Switch should have minimum 48 Tbps backplane switching capacity available from day 1		
5	Switch should support wire-speed Layer-2 and Layer-3 forwarding.		
6	Switch should have redundant Supervisors and Fully Populated Fabric modules to support scale requirements and future upgradability		
7	Switch should support latency of 5microsec or less for high speed switching.		
8	Switch should support minimum 40Mb Buffer Memory per Line Card for 40/100G Line Cards		
9	Switch Supervisor Engine Specs should have - Quad Core x86 CPU, 16Gb SDRAM and 4Gb Flash or 50G/100G SATA SSD		
10	Switch should support upto 280K MAC.		
11	Switch should support upto 350K IPv4 Routes.		
12	Switch should support upto 150K IPv6 Routes.		
13	Switch should support upto 100K IPv4 Multicast entries.		
14	Switch should support upto 140K IPv4 and 70K IPv6 Host Routes		
15	Switch should have N+1 level of redundancy for power supply and fans		
16	Switch should support AC Power supply with min 90% efficiency or better		
17	Switch should support in-line hot insertion and removal of different parts like Supervisor, power supplies, fan tray etc and should not require switch reboot & should not disrupt the functionality of the system		
18	Switch should support Supervisor Redundancy or Routing Engine		
19	Switch should have latency below 5microsec		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Operating System			
1	Should support modern modular operating system designed for Performance, scalability and reliability based on Stateful Architecture		
2	Should support Software Fault Containment and Stateful Fault Repair of individual agents(processes) running on the OS		
3	Switch OS should support Self Healing of Agent (processes) using Health Monitoring Mechanism		
4	Should support Real Time State streaming of telemetry information		
5	Should support programming in python, C++, GO or other supported protocol for programming the switch.		
6	Should provide direct access to the Linux bash where Linux general utilities/commands can be executed		
Layer 2			
1	Switch should support IEEE 802.1D Bridging and 802.1Q VLAN Tagging along with 4096 Vlans		
2	Switch should support IEEE 802.1w and 802.1s and Rapid Per Vlan Spanning Tree (RPVST+)		
3	Switch should support 802.3ad Link Aggregation LACP with up to 32 ports/channel and 512 Groups Per System		
4	Switch should support 64 ports active/active layer2 LAG		
5	Switch should support 802.1AB Link Layer Discovery Protocol (LLDP)		
6	Switch should support 802.3x Flow Control		
7	Switch should support Jumbo Frames 9216 Bytes		
8	Switch should support active/active layer-2 topology without STP where host are dual homed to switch using vPC or MLAG		
9	Switch should support IEEE 802.3ae 10 Gigabit Ethernet		
10	Switch should support IEEE 802.3by 25 Gigabit Ethernet		
11	Switch should support 802.3ba 40 and 100 Gigabit Ethernet		
Layer 3			
1	Switch should support Dynamic Routing protocols like OSPF, OSPFv3, BGP, MP-BGP, IS-IS, and RIPv2		
2	Switch should support Graceful restart for BGP,OSPF v2 and v3 and ISIS		
3	Switch should support minimum 64-way ECMP routing for load balancing and redundancy		
4	Switch should support PIM-SM or PIM-SSM or PIM-BiDi multicast routing or Anycast RP or MSDP along with Multicast Multipath		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
5	Switch should support BFD inclusive of BFD for Lag links, BFD for V4 and V6 VRF, Multi-hop BFD and BFD on IP unnumbered interfaces.		
6	Switch should support Policy Based Routing (PBR) for IPv4 and IPv6, VRRP v4 and v6, Resilient ECMP, Unicast Reverse path forwarding (urpf), and Inter-VRF route leaking		
7	Switch should support Traffic aware ECMP		
8	Switch should support NTP and IEEE 1588 PTP (Transparent Clock and Boundary Clock)		
9	Switch should support VxLAN with Routing and Bridging in Hardware.		
10	Switch should support VxLAN routing and bridging must also be supported in overlay VRFs.		
11	Switch should support VxLAN+EVPN leaf-spine overlay technology supporting type-1 to type-8 routes		
12	Switch should have support IRB with EVPN with distributed gateway functionality		
13	Switch should support IGMP v2/v3, PIM-SM / PIM-SSM, Anycast RP (RFC 4610), VRF Support for IP Multicast, Multicast Source Discovery Protocol (MSDP) and IP Multicast Multipath.		
14	Switch should support RFC 2460 Internet Protocol, Version 6 (IPv6) Specification		
15	Switch should support RFC 4861 Neighbour Discovery for IP Version 6 (IPv6)		
16	Switch should support RFC 4862 IPv6 Stateless Address Autoconfiguration		
17	Switch should support RFC 4443 Internet Control Message Protocol (ICMPv6) for the IPv6 Specifications		
18	Switch should support RFC 1981 Path MTU Discovery for IP version 6		
19	Switch should support RFC 2464 Transmission of IPv6 Packets over Ethernet Networks		
20	Switch should support RFC 2474 Definition of the Differentiated Services Field (DS Field) in the IPv4 and IPv6 Headers (IPv4)		
Quality of Service (QoS)			
1	Switch should support 8 queues per port		
2	Switch should support 802.1p based classification		
3	Switch should support DSCP based classification and remarking		
4	Switch should support Rate limiting; Policing or Shaping		
5	Switch should support Strict Priority Queuing		
6	Switch should support Explicit Congestion Notification (ECN)		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
7	Switch should support Per Priority Flow Control (PFC)		
8	Switch should support DCBX Support - Data Center Bridging Extension		
9	Switch should support ACL Based DSCP Marking and Policing		
10	Switch should support Egress queue scheduling and shaping and WRR and WRED		
Security and Network Management			
1	Switch should support Security ACLs Ingress and Egress with upto L4 filtering capabilities.		
2	Switch should support control plane policing to protect switch CPU from DoS attack		
3	Switch should support TACACS+/RADIUS		
4	Switch should support Management over IPv4, IPv6		
5	Switch should provide remote login for administration using Telnet and SSH V2 & V3		
6	Switch should support Syslog and Syslog over TLS		
7	Switch should support AAA with accounting to AAA servers		
8	Switch should support sFlow / NetFlow		
9	Switch should support for management and monitoring status using SNMP v1,v2,v3		
10	Switch should support Filtering of Management Traffic (SNMP,SSH V2 & V3) with Service ACL.		
11	Switch should support built in TCP Dump or Wireshark trouble shooting tool or equivalent		
12	Switch should support central time server synchronization using Network Time Protocol		
Monitoring, Provisioning, Automation and Extensibility			
1	Switch should support secure Zero Touch Provisioning with options to provision Certificates artifacts on the device when it boots.		
2	Switch should support Advance Event Management for pro-active network monitoring or equivalent		
3	Switch should support Restoration of Operating System & Configuration from USB		
4	Switch should monitor output queue lengths for all Device interfaces and log and stream events related to congestion		
5	Switch should support measure the two-way metrics such as delay, jitter, packet loss rate between two network elements using Two-Way Active Measurement Protocol (TWAMP) as per RFC 5357		
6	Switch should have programmability and automation with Ansible, python, bash.		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
7	Switch should support sampling of flows at every switch, aggregates them and sends the samples to a collector with path and latency information.		
8	Switch should support tracking changes in MAC table, ARP, IPv6 neighbour table and IPv4, v6 route table for troubleshooting purpose.		
9	Should have advance mechanisms for in depth troubleshooting and monitoring like packet capture on the device, port mirroring, targeted filtered mirroring, real time streaming telemetry, microburst congestion detection and reporting, TWAMP, sFlow/Netflow.		
Data Center Features - Virtualization and SDN			
1	Solution should support integration with Open Stack.		
2	Switch should support multi OEM hypervisor environment		
3	Solution should support integration with Open Stack.		
4	Switch should have capability to run Docker container on switch.		
Mandatory Compliance			
1	All categories of Switches, Transceivers & Switch OS should be from same OEM		
2	All active managed proposed switches/switch OS should be EAL / NDcPP Common criteria certified.		
3	All required licenses to support full layer 2 and layer 3 shall be provided from day one		



Annexure – 12.1B – Switch Type 2 (Spine Switch)

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Hardware & Interface / Performance			
1	Switch must have at least 64 x 40/100G QSFP+ with minimum switching throughput of 12.8 Tbps		
2	The switch shall be fully populated with 40/100 Gb QSFP+ from day one		
3	Switch should support packet throughput of 4.2 Tbps or above		
4	Switch should be provided with 19" Rack mountable with necessary mounting kit		
5	Switch should have N+1 redundant, hot-swappable fan modules and power supplies with power cords provided as per site requirement		
6	Switch should support both AC and DC power supply options.		
7	Switch should have 1 Gigabit RJ45 Port for OOB Management in separate VRF		
8	The switch should support port to port latency of maximum 2 ms		
9	Switch hardware should be capable of supporting at least: 1. 136K IPv4 host routes 2. 256K MAC addresses 3. 68K IPv6 Host Routes 4. 100 VRFs		
10	Switch should have 32 Mb of Dynamic buffer		
Operating System			
1	Should support modern modular operating system designed for Performance, scalability and reliability based on Stateful Architecture		
2	Should support Software Fault Containment and Stateful Fault Repair of individual agents (processes) running on the OS		
3	Switch OS should support Self Healing of Agent (processes) using Health Monitoring Mechanism		
4	Should support Real Time State streaming of telemetry information		
5	Should support programming in Python, C++, GO or other supported protocol for programming the switch		
6	Should provide direct access to the Linux bash where Linux general utilities/commands can be executed		
Layer 2			
1	Switch should support IEEE 802.1D Bridging and 802.1Q VLAN Tagging along with 4096 Vlans		
2	Switch should support 802.3ad Link Aggregation LACP with up to 32 ports/channel and 512 Groups Per System		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
3	Switch should support 32 ports active/active layer2 LAG		
4	Switch should support 802.1AB Link Layer Discovery Protocol (LLDP)		
5	Switch should support 802.3x Flow Control		
6	Switch should support Jumbo Frames 9216 Bytes		
7	Switch should support active/active layer-2 topology without STP where host are dual homed to switch using vPC or MLAG		
8	Switch should support IEEE 802.3ae 10 Gigabit Ethernet		
9	Switch should support IEEE 802.3by 25 Gigabit Ethernet		
10	Switch should support 802.3ba 40 and 100 Gigabit Ethernet		
Layer 3			
1	Switch should support IEEE 802.1D Bridging and 802.1Q VLAN Tagging along with 4096 Vlans		
2	Switch should support 802.3ad Link Aggregation LACP with up to 32 ports/channel and 512 Groups Per System		
3	Switch should support 32 ports active/active layer2 LAG		
4	Switch should support 802.1AB Link Layer Discovery Protocol (LLDP)		
5	Switch should support 802.3x Flow Control		
6	Switch should support Jumbo Frames 9216 Bytes		
7	Switch should support active/active layer-2 topology without STP where host are dual homed to switch using vPC or MLAG		
8	Switch should support IEEE 802.3ae 10 Gigabit Ethernet		
9	Switch should support IEEE 802.3by 25 Gigabit Ethernet		
10	Switch should support 802.3ba 40 and 100 Gigabit Ethernet		
11	Switch should support IEEE 802.1D Bridging and 802.1Q VLAN Tagging along with 4096 Vlans		
12	Switch should support 802.3ad Link Aggregation LACP with up to 32 ports/channel and 512 Groups Per System		
13	Switch should support 32 ports active/active layer2 LAG		
14	Switch should support 802.1AB Link Layer Discovery Protocol (LLDP)		
15	Switch should support 802.3x Flow Control		
16	Switch should support Jumbo Frames 9216 Bytes		
17	Switch should support active/active layer-2 topology without STP where host are dual homed to switch using vPC or MLAG		
18	Switch should support IEEE 802.3ae 10 Gigabit Ethernet		
19	Switch should support IEEE 802.3by 25 Gigabit Ethernet		
20	Switch should support 802.3ba 40 and 100 Gigabit Ethernet		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Quality of Service (QoS)			
1	Switch should support 8 queues per port		
2	Switch should support 802.1p based classification		
3	Switch should support DSCP based classification and remarking		
4	Switch should support Rate limiting; Policing or Shaping		
5	Switch should support Strict Priority Queuing		
6	Switch should support Explicit Congestion Notification (ECN)		
7	Switch should support Per Priority Flow Control (PFC)		
8	Switch should support DCBX Support - Data Center Bridging Extension		
9	Switch should support ACL based or equivalent protocol based DSCP Marking and Policing		
10	Switch should support Egress queue scheduling and shaping and WRR and WRED		
Security and Network Management			
1	Switch should support Security ACLs Ingress and Egress with upto L4 filtering capabilities.		
2	Switch should support control plane policing to protect switch CPU from DoS attack		
3	Switch should support TACACS+/RADIUS		
4	Switch should support Management over IPv4, IPv6		
5	Switch should provide remote login for administration using Telnet and SSH v2 & v3		
6	Switch should support Syslog and Syslog over TLS		
7	Switch should support AAA with accounting to AAA servers		
8	Solution should support sflow / Netflow / telemetry		
9	Switch should support for management and monitoring status using SNMP v1,v2,v3		
10	Switch should support Filtering of Management Traffic (SNMP,SSH v2 & v3) with Service ACL.		
11	Switch should support built in TCP Dump or Wireshark trouble shooting tool or equivalent		
12	Switch should support central time server synchronization using Network Time Protocol		
Monitoring, Provisioning & Automation			
1	Switch should support secure Zero Touch Provisioning with options to provision Certificates artifacts on the device when it boots.		
2	Switch should support Advance Event Management for proactive network monitoring or equivalent		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
3	Switch should support Restoration of Operating System & Configuration from USB		
4	Switch should monitor output queue lengths for all Device interfaces and log and stream events related to congestion		
5	Switch should have programmability and automation with Ansible, python, bash.		
6	Switch should support sampling of flows at every switch, aggregates them and sends the samples to a collector with path and latency information.		
7	Switch should support tracking changes in MAC table, ARP, IPv6 neighbour table and IPv4, v6 route table for troubleshooting purpose.		
8	Should have advance mechanisms for in depth troubleshooting and monitoring like packet capture on the device, port mirroring, targeted filtered mirroring, real time streaming telemetry, microburst congestion detection and reporting, TWAMP, sFlow/Netflow.		
Data Center Features - Virtualization and SDN			
1	Solution should support integration with Open Stack.		
2	Switch should support multi OEM hypervisor environment		
3	Solution must support visibility via integration into Container Workloads		
4	Switch should have capability to run Docker container on switch.		
Mandatory Compliance			
1	All categories of Switches, Transceivers & Switch OS should be from same OEM		
2	All active managed proposed switches/switch OS should be EAL / NDcPP Common criteria certified.		



Annexure – 12.1C – Switch Type 3 (Spine Switch)

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Hardware & Interface / Performance			
1	Switch should be fixed 1RU based configuration to support atleast 48*10/25 GbE SFP+ and minimum of 12*100G uplinks with all SFPs populated from day one		
2	Switch should support minimum 4.8 Tbps switching capacity/throughput or more		
3	Shall support Non-blocking architecture and wire-speed Layer-2 and Layer-3 forwarding on every port		
4	Switch should support minimum 1 Micro sec or less of latency for high speed switching.		
5	Switch must support minimum 24Mb Intelligent Buffer with support for Dynamic Buffer allocation, also this buffer should have option to be split into multiple slices if desired		
6	Control Plane should comprise - Quad Core x86 CPU, 8Gb DRAM and 8Gb Flash		
7	Shall support min 256K MAC.		
8	Shall support upto 350K IPv4 Routes.		
9	Shall support upto 100K IPv4 Multicast entries.		
10	Switch should have N+1 level of redundancy for power supply and fans with both front to rear and rear to front airflow		
11	Switch should support AC Power supply with min 90% efficiency or better		
12	Switch should support Hitless upgrade & reloads in MLAG or VPC or Virtual Chassis or other supported protocol setup, without adversely affecting the forwarding plane with sub second data outage during upgrade		
13	Should support both Front-to-back and back-to-front reversible airflow for optimized cooling		
14	Switch should support in-line hot insertion and removal of different parts like modules/ power supplies/ fan tray etc and should not require switch reboot & should not disrupt the functionality of the system		
Operating System			
1	Should support modern modular operating system designed for Performance, scalability and reliability based on Statefull Architecture		
2	Should support Software Fault Containment and Stateful Fault Repair of individual agents(processes) running on the OS		
3	Switch OS should support Self Healing of Agent(processes) using Health Monitoring Mechanism		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
4	Should support Real Time State streaming of telemetry information		
5	Should support programming in python, C++, GO or other supported protocol for programming the switch		
6	Should provide direct access to the Linux bash where Linux general utilities/commands can be executed		
Layer 2			
1	Switch should support IEEE 802.1D Bridging and 802.1Q VLAN Tagging along with 4096 Vlans		
2	Switch should support 802.3ad Link Aggregation LACP with up to 32 ports/channel and 512 Groups Per System		
3	Switch should support 32 ports active/active layer2 LAG		
4	Switch should support 802.1AB Link Layer Discovery Protocol (LLDP)		
5	Switch should support 802.3x Flow Control		
6	Switch should support Jumbo Frames 9216 Bytes		
7	Switch should support active/active layer-2 topology without STP where host are dual homed to switch using vPC or MLAG		
8	Switch should support IEEE 802.3ae 10 Gigabit Ethernet		
9	Switch should support IEEE 802.3by 25 Gigabit Ethernet		
10	Switch should support 802.3ba 40 and 100 Gigabit Ethernet		
Layer 3			
1	Switch should support Dynamic Routing protocols like OSPF, OSPFv3, BGP, MP-BGP, IS-IS, and RIPv2		
2	Switch should support Graceful restart for BGP, OSPF v2 and v3 and ISIS		
3	Switch should support minimum 64-way ECMP routing for load balancing and redundancy		
4	Switch should support PIM-SM or PIM-SSM or PIM-BiDi multicast routing or Anycast RP or MSDP along with Multicast Multipath		
5	Switch should support BFD inclusive of BFD for Lag links, BFD for V4 and V6 VRF, Multi-hop BFD and BFD on IP unnumbered interfaces.		
6	Switch should support Policy Based Routing (PBR) for IPv4 and IPv6, VRRP v4 and v6, Resilient ECMP, Unicast Reverse path forwarding (urpf), and Inter-VRF route leaking		
7	Switch should support Traffic aware ECMP		
8	Switch should support NTP and IEEE 1588 PTP (Transparent Clock and Boundary Clock)		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
9	Switch should support VxLAN with Routing and Bridging in Hardware.		
10	Switch should support VxLAN routing and bridging must also be supported in overlay VRFs.		
11	Switch should support VxLAN+EVPN leaf-spine overlay technology supporting type-1 to type-8 routes		
12	Switch should have support IRB with EVPN with distributed gateway functionality.		
13	Switch should support IGMP v2/v3,PIM-SM / PIM-SSM, Anycast RP (RFC 4610), VRF Support for IP Multicast, Multicast Source Discovery Protocol (MSDP)and IP Multicast Multipath.		
14	Switch should support RFC 2460 Internet Protocol, Version 6 (IPv6) Specification		
15	Switch should support RFC 4861 Neighbor Discovery for IP Version 6 (IPv6)		
16	Switch should support RFC 4862 IPv6 Stateless Address Autoconfiguration		
17	Switch should support RFC 4443 Internet Control Message Protocol (ICMPv6) for the IPv6 Specifications		
18	Switch should support RFC 1981 Path MTU Discovery for IP version 6		
19	Switch should support RFC 2464 Transmission of IPv6 Packets over Ethernet Networks		
20	Switch should support RFC 2474 Definition of the Differentiated Services Field (DS Field) in the IPv4 and IPv6 Headers (IPv4)		
Quality of Service (QoS)			
1	Switch should support 8 queues per port		
2	Switch should support 802.1p based classification		
3	Switch should support DSCP based classification and remarking		
4	Switch should support Rate limiting; Policing or Shaping		
5	Switch should support Strict Priority Queuing		
6	Switch should support Explicit Congestion Notification(ECN)		
7	Switch should support Per Priority Flow Control(PFC)		
8	Switch should support DCBX Support - Data Center Bridging Extension		
9	Switch should support ACL based or equivalent protocol based DSCP Marking and Policing		
10	Switch should support Egress queue scheduling and shaping and WRR and WRED		
Security and Network Management			
1	Switch should support Security ACLs Ingress and Egress with upto L4 filtering capabilities.		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
2	Switch should support control plane policing to protect switch CPU from DoS attack		
3	Switch should support TACACS+/RADIUS		
4	Switch should support Management over IPv4, IPv6		
5	Switch should provide remote login for administration using Telnet and SSHv2 & v3		
6	Switch should support Syslog and Syslog over TLS		
7	Switch should support AAA with accounting to AAA servers		
8	Switch should support sFlow / NetFlow		
9	Switch should support for management and monitoring status using SNMP v1,v2,v3		
10	Switch should support Filtering of Management Traffic (SNMP, SSHv2 & v3) with Service ACL.		
11	Switch should support built in TCP Dump or Wireshark trouble shooting tool or equivalent		
12	Switch should support central time server synchronization using Network Time Protocol		
13	Switch should support secure Zero touch provisioning with options to provision Certificates artifacts on the device when it boots.		
Monitoring, Provisioning & Automation			
1	Switch should support secure Zero Touch Provisioning with options to provision Certificates artifacts on the device when it boots.		
2	Switch should support Advance Event Management for proactive network monitoring or equivalent		
3	Switch should support Restoration of Operating System & Configuration from USB		
4	Switch should support advanced mirroring features : Mirror to CPU, ACL filters and truncation on Mirror sessions, and tunnelling of mirror packets to remote servers.		
5	Switch should monitor output queue lengths for all Device interfaces and log and stream events related to congestion		
6	Switch should automatically mirror traffic queued in event of congestion/latency or micro burst and send mirrored traffic to CPU, directly connected server and remote server as per usecase.		
7	Switch should have programmability and automation with Ansible, python, bash.		
8	Switch should support sampling of flows at every switch, aggregates them and sends the samples to a collector with path and latency information.		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
9	Switch should support tracking changes in MAC table, ARP, IPv6 neighbour table and IPv4, v6 route table for troubleshooting purpose.		
10	Should have advance mechanisms for in depth troubleshooting and monitoring like packet capture on the device, port mirroring, targeted filtered mirroring, real time streaming telemetry, microburst congestion detection and reporting, TWAMP, sFlow/Netflow.		
Data Center Features - Virtualization and SDN			
1	Solution should support integration with Open Stack.		
2	Switch should support multi OEM hypervisor environment		
3	Solution must support visibility via integration into Container Workloads.		
4	Switch should have capability to run Docker container on switch.		
Mandatory Compliance			
1	All categories of Switches, Transceivers & Switch OS should be from same OEM		
2	All active managed proposed switches/switch OS should be EAL / NDcPP Common criteria certified.		
3	All licenses and OS required for full layer 2/ layer 3 features shall be provided from day one		



Annexure – 12.1D – Switch Type 4 (Leaf Switch)

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Hardware & Interface / Performance			
1	Switch should have 48 ports or more, capable of 1/10/25 GbE SFP+ and 8x40/100G uplinks		
2	All ports should be populated with 48 x 10/25Gbps MM SFP from day one and should support a mix of 1 G and 10/25 G SFP in future with mere replacement of SFPs by the Bank and all 8x 40/100 GB QSFP should be populated from day one		
3	Switch should support minimum 4 Tbps switching capacity/throughput or more		
4	Shall support Non-blocking architecture and wire-speed Layer-2 and Layer-3 forwarding		
5	For SFP/SFP+, shall support 10/25 GBE and 25GBASE-MR-XSR, MultiRate SFP		
6	Switch should support minimum 1 Micro sec or less of latency for high speed switching.		
7	Switch should have console port		
8	Switch should have management interface for Out of Band Management with support for 100M/1G Speeds.		
9	Shall Support USB port		
10	Switch must support minimum 24Mb Intelligent Buffer with support for Dynamic Buffer allocation, also this buffer should have option to be split into multiple slices if desired		
11	Switch should have all the license enable for integrating with VXLAN based controller.		
12	Switch should support for different logical interface types like loopback, VLAN, SVI, Port Channel/LAG, multi chassis port channel etc		
13	Control Plane should comprise - Quad Core x86 CPU, 8Gb DRAM and 8Gb Flash		
14	Shall support min 256K MAC.		
15	Shall support upto 350K IPv4 Routes.		
16	Shall support upto 190K or more IPv6 Unicast entries.		
17	Shall support upto 100K IPv4 Multicast entries.		
18	Switch should have N+1 level of redundancy for power supply and fans		
19	Switch should support AC Power supply with min 90% efficiency or better		
20	Should support both Front-to-back and back-to-front reversible airflow for optimized cooling		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
21	Switch should support in-line hot insertion and removal of different parts like modules/ power supplies/ fan tray etc and should not require switch reboot & should not disrupt the functionality of the system		
22	Switch should have Max Power Consumption of 708W or less		
23	Switch must support Precision Time Protocol helps in synchronizing visibility of data flow across the fabric device.		
Operating System			
1	Should support modern modular operating system designed for Performance, scalability and reliability based on Stateful Architecture		
2	Should support Industry standard CLI		
3	Should support Software Fault Containment and Stateful Fault Repair of individual agents(processes) running on the OS		
4	Shall support Self Healing of Agent(processes) using Health Monitoring Mechanism		
5	Should support Real Time Telemetry for streaming of telemetry information		
6	Should support Configuration roll-back and check point		
7	Should support programming in python, C++,GO or other supported protocol for programming the switch.		
8	Should provide direct access to the Linux bash where Linux general utilities/commands can be executed		
Layer 2			
1	Shall Support IEEE 802.1Q VLAN Tagging		
2	Shall Support IEEE 802.1w Rapid Spanning Tree		
3	Shall Support IEEE 802.1s Multiple Spanning Tree Protocol		
4	Switch should support VLAN Trunking (802.1q) and should support 4096 VLAN		
5	Switch should support basic Multicast IGMP v2, v3		
6	Shall support 802.3ad Link Aggregation LACP with up to 32 ports/channel		
7	Shall support 128 Link Aggregation Groups (LAG)		
8	Shall support 32 ports active/active layer2/Layer3 multipathing redundancy		
9	Shall support 802.1AB Link Layer Discovery Protocol (LLDP)		
10	Shall support Port Mirroring		
11	Shall support 802.3x Flow Control		
12	Shall support Jumbo Frames 9216 Bytes		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
13	Shall support active/active layer-2 topology without STP where host are dual homed to switch using vPC or MLAG		
14	Switch must support resilient L2 Hashing and ECMP		
15	Switch should provide gateway level of redundancy in Ip V.4 and IP V.6 using VRRP or equivalent		
16	Shall Support IEEE 802.1D Bridging and Spanning Tree		
17	Shall Support IEEE 802.3ab 1000BASE-T		
18	Shall Support IEEE 802.3z Gigabit Ethernet		
19	Shall Support IEEE 802.3ae 10 Gigabit Ethernet		
20	Shall Support IEEE 802.3by 25 Gigabit Ethernet		
21	Switch must 802.3ba 40 and 100 Gigabit Ethernet		
Layer 3			
1	Shall support basic Layer-3 Routing		
2	Shall support minimum 64-way ECMP routing for load balancing and redundancy		
3	Shall support OSPF, OSPFv3, BGP, MP-BGP, IS-IS, and RIPv2		
4	Shall support PIM-SM or SSM multicast routing		
5	Shall support BFD v4 and v6 VRF Aware		
6	Shall support BFD for LAG Link and Multihop BFD		
7	Shall support Route Maps		
8	Shall support Anycast RP		
9	Shall support EVPN		
10	Switch should support Dynamic Load Balancing Feature		
11	Switch should support Traffic aware ECMP		
12	Switch shall support IEEE 1588 PTP(Precision Time Protocol) with PTP Modes (Transparent Clock and Boundary Clock)		
13	Switch must support uRPF		
14	Switch must support VxLAN with Routing and Bridging in Hardware in single pass		
15	RFC 2460 Internet Protocol, Version 6 (IPv6) Specification		
16	RFC 4861 Neighbor Discovery for IP Version 6 (IPv6)		
17	RFC 4862 IPv6 Stateless Address Autoconfiguration		
18	RFC 4443 Internet Control Message Protocol (ICMPv6) for the Ipv6 Specifications		
Quality of Service (QoS)			
1	Up to 8 queues per port		
2	802.1p based classification		
3	DSCP based classification and remarking		
4	Rate limiting		
5	Switch should support for different type of QoS features for real time traffic differential treatment using Strict Priority Queuing		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
6	Switch should support to trust the QoS marking/priority settings of the end points as per the defined policy		
7	Explicit Congestion Notification (ECN)		
8	Switch must support Per Priority Flow Control (PFC)		
9	DCBX Support - Data Center Bridging Extension		
10	ACL based or equivalent protocol based DSCP Marking		
11	ACL based or equivalent protocol based Policing		
12	Policing Shaping		
13	Switch should support control plane policing to protect switch CPU from DoS attack		
14	Shall Support IEEE 802.1p QOS/COS		
Security and Network Management			
1	Shall Support security ACLs		
2	Shall Support TACACS+/RADIUS		
3	Switch should support IP Source guard, ARP inspection, DHCP Snooping		
4	Shall Support SNMP v2, v3		
5	Shall Support Management over IPv4, IPv6		
6	Switch should provide remote login for administration using: a. Telnet b. SSHV2,V3		
7	Shall Support Syslog		
8	Shall Support AAA		
9	Shall Support Port Mirroring		
10	Shall Support sFlow / NetFlow		
11	Switch should support for management and monitoring status using different type of Industry standard NMS using: a. SNMP V1 and V.2 b. SNMP V.3 c. Filtration of SNMP using Access list d. SNMP MIB support for QoS		
12	Switch should support for basic administrative tools like: a. Ping b. Trace route		
13	Shall support built in TCP Dump or Wireshark trouble shooting tool or equivalent		
14	Switch should support for sending logs to multiple centralised syslog server for monitoring and audit trail		
15	Switch should support central time server synchronization using Network Time Protocol		
16	Switch should provide different privilege for login in to the system for monitoring and management		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Monitoring & Provisioning			
1	Shall support Advance Event Management for pro-active network monitoring or equivalent		
2	Shall support Restoration of Operating System & Configuration from USB		
3	Shall support CLI scheduler, Shell script, for timed automation, and event manager for triggered automation		
4	Shall support centralized script/system to configure a switch without user intervention		
5	Should have advance mechanisms for in depth troubleshooting and monitoring like packet capture on the device, port mirroring, targeted filtered mirroring, real time streaming telemetry, microburst congestion detection and reporting, TWAMP, sFlow/Netflow.		
Automation & Extensibility			
1	Switch must open APIs to be managed from any northbound controller.		
2	Switch must support all devops tools like Ansible, Chef, Puppet and Salt stack.		
3	Switch must support Openconfig		
Data center Advanced Features and Network Virtualization			
1	Fabric Device must support Vxlan routing/bridging in hardware.		
2	Switch should support multi OEM hypervisor environment and should be able to sense movement of VM and configure network automatically; with complete visibility.		
3	Solution must support visibility via integration into Container Workloads.		
4	Vxlan routing and switching must also be supported in non default or default VRFs for multitenancy		
5	Switch should have capability to run Docker container on switch.		
Mandatory Compliance			
1	All categories of Switches, Transceivers & Switch OS should be from same OEM		
2	All active managed proposed switches/switch OS should be EAL / NDcPP Common criteria certified.		
3	All licenses and OS required for full layer 2/ layer 3 features shall be provided from day one		



Annexure – 12.1E – Switch Type 5 (Leaf Switch)

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Hardware & Interface / Performance			
1	Switch should have 96 ports (single non-blocking switch) or more, capable of 1/10/25 GbE SFP+ and minimum of 8x 40/100G uplinks		
2	The switch should be populated with all the 96 x 10/25 SFPs and all 8x100 G QSFPs from day 1 itself		
3	Switch should support minimum 6.4 Tbps switching capacity/throughput or more		
4	Shall support Non-blocking architecture and wire-speed Layer-2 and Layer-3 forwarding on every port		
5	For SFP/SFP+, shall support 10/25 GBE and 25GBASE-MR-XSR, MultiRate SFP		
6	Switch should support minimum 1 Micro sec or less of latency for high speed switching.		
7	Switch should have console port		
8	Switch should have management interface for Out of Band Management with support for 100M/1G Speeds.		
9	Shall Support USB port		
10	Switch must support minimum 32Mb Intelligent Buffer with support for Dynamic Buffer allocation, also this buffer should not be split into multiple slices.		
11	Switch should have all the license enable for integrating with VXLAN based controller.		
12	Switch should support for different logical interface types like loopback, VLAN, SVI, Port Channel/LAG, multi chassis port channel etc		
13	Control Plane should comprise - Quad Core x86 CPU, 8Gb DRAM and 8Gb Flash		
14	Shall support min 256K MAC.		
15	Shall support upto 350K IPv4 Routes.		
16	Shall support upto 190K or more IPv6 Unicast entries.		
17	Shall support upto 100K IPv4 Multicast entries.		
18	Switch should have N+1 level of redundancy for power supply and fans		
19	Switch should support AC Power supply with min 90% efficiency or better		
20	Should support both Front-to-back and back-to-front reversible airflow for optimized cooling		
21	Switch should support in-line hot insertion and removal of different parts like modules/ power supplies/ fan tray etc and		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
	should not require switch reboot & should not disrupt the functionality of the system		
22	Switch should have Max Power Consumption of 900W or less		
23	Switch must support Precision Time Protocol helps in synchronizing visibility of data flow across the fabric device.		
Operating System			
1	Should support modern modular operating system designed for Performance, scalability and reliability based on Stateful Architecture		
2	Should support Industry standard CLI		
3	Should support Software Fault Containment and Stateful Fault Repair of individual agents(processes) running on the OS		
4	Shall support Self Healing of Agent(processes) using Health Monitoring Mechanism		
5	Should support Real Time Telemetry for streaming of telemetry information		
6	Should support Configuration roll-back and check point		
7	Should support programming in python, C++, GO or other supported protocol for programming the switch		
8	Should provide direct access to the Linux bash where Linux general utilities/commands can be executed		
Layer 2			
1	Shall Support IEEE 802.1Q VLAN Tagging		
2	Shall Support IEEE 802.1w Rapid Spanning Tree		
3	Shall Support IEEE 802.1s Multiple Spanning Tree Protocol		
4	Switch should support VLAN Trunking (802.1q) and should support 4096 VLAN		
5	Switch should support basic Multicast IGMP v2, v3		
6	Shall support 802.3ad Link Aggregation LACP with up to 32 ports/channel		
7	Shall support 128 Link Aggregation Groups (LAG)		
8	Shall support 32 ports active/active layer2/Layer3 multipathing redundancy		
9	Shall support 802.1AB Link Layer Discovery Protocol (LLDP)		
10	Shall support Port Mirroring		
11	Shall support 802.3x Flow Control		
12	Shall support Jumbo Frames 9216 Bytes		
13	Shall support active/active layer-2 topology without STP where host are dual homed to leaf switch using vPC or MLAG or ESI-LAG or equivalent protocol standard		
14	Switch must support resilient L2 Hashing and ECMP		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
15	Switch should provide gateway level of redundancy in IP V.4 and IP V.6 using VRRP or equivalent		
16	Shall Support IEEE 802.1D Bridging and Spanning Tree		
17	Shall Support IEEE 802.3ab 1000BASE-T		
18	Shall Support IEEE 802.3z Gigabit Ethernet		
19	Shall Support IEEE 802.3ae 10 Gigabit Ethernet		
20	Shall Support IEEE 802.3by 25 Gigabit Ethernet		
21	Switch must 802.3ba 40 and 100 Gigabit Ethernet		
Layer 3			
1	Shall support basic Layer-3 Routing		
2	Shall support minimum 128-way ECMP routing for load balancing and redundancy		
3	Shall support OSPF, OSPFv3, BGP, MP-BGP, IS-IS, and RIPv2		
4	Shall support PIM-SM or SSM multicast routing		
5	Shall support BFD v4 and v6 VRF Aware		
6	Shall support BFD for LAG Link and Multihop BFD		
7	Shall support Route Maps		
8	Shall support Anycast RP		
9	Shall support EVPN		
10	Switch should support Dynamic Load Balancing Feature		
11	Switch should support Traffic aware ECMP		
12	Switch shall support IEEE 1588 PTP (Precision Time Protocol) with PTP Modes (Transparent Clock and Boundary Clock)		
13	Switch must support uRPF		
14	Switch must support VxLAN with Routing and Bridging in Hardware in single pass		
15	RFC 2460 Internet Protocol, Version 6 (IPv6) Specification		
16	RFC 4861 Neighbour Discovery for IP Version 6 (IPv6)		
17	RFC 4862 IPv6 Stateless Address Autoconfiguration		
18	RFC 4443 Internet Control Message Protocol (ICMPv6) for the Ipv6 Specifications		
Quality of Service (QoS)			
1	Up to 8 queues per port		
2	802.1p based classification		
3	DSCP based classification and remarking		
4	Rate limiting		
5	Switch should support for different type of QoS features for real time traffic differential treatment using Strict Priority Queuing		
6	Switch should support to trust the QoS marking/priority settings of the end points as per the defined policy		
7	Explicit Congestion Notification (ECN)		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
8	Switch must support Per Priority Flow Control (PFC)		
9	DCBX Support - Data Center Bridging Extension		
10	ACL based or equivalent protocol based DSCP Marking		
11	ACL based or equivalent protocol based Policing		
12	Policing Shaping		
13	Switch should support control plane policing to protect switch CPU from DoS attack		
14	Shall Support IEEE 802.1p QOS/COS		
Security and Network Management			
1	Shall Support security ACLs		
2	Shall Support TACACS+/RADIUS		
3	Switch should support IP Source guard, ARP inspection, DHCP Snooping		
4	Shall Support SNMP v2, v3		
5	Shall Support Management over IPv4, IPv6		
6	Switch should provide remote login for administration using: c. Telnet d. SSHV2,V3		
7	Shall Support Syslog		
8	Shall Support AAA		
9	Shall Support Port Mirroring		
10	Shall Support sFlow / NetFlow		
11	Switch should support for management and monitoring status using different type of Industry standard NMS using: e. SNMP V1 and V.2 f. SNMP V.3 g. Filtration of SNMP using Access list h. SNMP MIB support for QoS		
12	Switch should support for basic administrative tools like: c. Ping d. Trace route		
13	Shall support built in TCP Dump or Wireshark trouble shooting tool or equivalent		
14	Switch should support for sending logs to multiple centralised syslog server for monitoring and audit trail		
15	Switch should support central time server synchronization using Network Time Protocol		
16	Switch should provide different privilege for login in to the system for monitoring and management		
Monitoring & Provisioning			
1	Shall support Advance Event Management for pro-active network monitoring or equivalent		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
2	Shall support Restoration of Operating System & Configuration from USB		
3	Shall support CLI scheduler, Shell script, for timed automation, and event manager for triggered automation		
4	Shall support centralized script/system to configure a switch without user intervention		
5	Should have advance mechanisms for in depth troubleshooting and monitoring like packet capture on the device, port mirroring, targeted filtered mirroring, real time streaming telemetry, microburst congestion detection and reporting, TWAMP, sFlow/Netflow.		
Automation & Extensibility			
1	Switch must open APIs to be managed from any northbound controller.		
2	Switch must support all devops tools like Ansible, Chef, Puppet and Salt stack.		
3	Switch must support Open config		
Data center Advanced Features and Network Virtualization			
1	Fabric Device must support Vxlan routing/bridging in hardware.		
2	Solution should support integration with Open Stack and Vmware NSX		
3	Switch should support multi OEM hypervisor environment and should be able to sense movement of VM and configure network automatically; with complete visibiltiy.		
4	Solution must support visibility via integration into Container Workloads.		
5	Vxlan routing and switching must also be supported in non default or default VRFs for multitenancy		
6	Switch should have capability to run Docker container on switch.		
Mandatory Compliance			
1	All categories of Switches, Transceivers & Switch OS should be from same OEM		
2	All active managed proposed switches/switch OS should be EAL / NDcPP Common criteria certified.		
3	All licenses and OS required for full layer 2/ layer 3 features shall be provided from day one		



Annexure – 12.1F – Switch Type 6 (Leaf Switch)

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Hardware & Interface / Performance			
1	Switch should have 48 ports or more, capable of 1/10G *48 RJ-45 Ports and 6*40/100G QSFP+ Uplinks the switch should be populated with all ports from day one		
2	Switch should support minimum 1.5 Tbps or more switching capacity/throughput		
3	Shall support Non-blocking architecture and wire-speed Layer-2 and Layer-3 forwarding		
4	Switch should support minimum 3micro sec or less of latency for high speed switching.		
5	Switch must support minimum 32Mb Buffer Memory		
6	Control Plane should comprise - Multi Core x86 CPU, 4Gb DRAM and 4Gb Flash		
7	Shall support min 44K MAC.		
8	Shall support upto 16K IPv4 Routes.		
9	Shall support upto 22K IPv4 Multicast entries.		
10	Switch should have N+1 level of redundancy for power supply and fans		
11	Switch should support AC Power supply with 90% Efficiency		
Operating System			
1	Should support modern modular operating system designed for Performance, scalability and reliability based on Stateful Architecture		
2	Should support Software Fault Containment and Stateful Fault Repair of individual agents(processes) running on the OS		
3	Switch OS should support Self Healing of Agent(processes) using Health Monitoring Mechanism		
4	Should support Real Time State streaming of telemetry information		
5	Should support programming in python, C++,GO or other supported protocol for programming the switch.		
6	Should provide direct access to the Linux bash where Linux general utilities/commands can be executed		
Layer 2			
1	Switch should support IEEE 802.1D Bridging and 802.1Q VLAN Tagging along with 4096 Vlans		
2	Switch should support 802.3ad Link Aggregation LACP with up to 32 ports/channel and 50 Groups Per System		
3	Switch should support 32 ports active/active layer2 LAG		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
4	Switch should support 802.1AB Link Layer Discovery Protocol (LLDP)		
5	Switch should support 802.3x Flow Control		
6	Switch should support Jumbo Frames 9216 Bytes		
7	Shall support active/active layer-2 topology without STP where host are dual homed to leaf switch using vPC or MLAG or ESI-LAG or equivalent protocol standard		
8	Shall Support IEEE 802.1D Bridging and Spanning Tree		
9	Shall Support IEEE 802.3ab 1000BASE-T		
10	Shall Support IEEE 802.3z Gigabit Ethernet		
11	Shall Support IEEE 802.3ae 10 Gigabit Ethernet		
Layer 3			
1	Shall support basic Layer-3 Routing		
2	Shall support minimum 64-way ECMP routing for load balancing and redundancy		
3	Shall support OSPF, OSPFv3, BGP, IS-IS, and RIPv2		
4	Shall support PIM-SM or SSM multicast routing		
5	Shall support Route Maps		
6	Switch must support uRPF		
Quality of Service (QoS)			
1	Up to 8 queues per port		
2	802.1p based classification		
3	DSCP based classification and remarking		
4	Switch should support to trust the QoS marking/priority settings of the end points as per the defined policy		
5	Explicit Congestion Notification(ECN)		
6	ACL based or equivalent protocol based Policing		
7	Policing Shaping		
8	Rate Limiting		
Security and Network Management			
1	Switch should support Security ACLs Ingress and Egress with upto L4 filtering capabilities.		
2	Switch should support control plane policing to protect switch CPU from DoS attack		
3	Switch should support TACACS+/RADIUS		
4	Switch should support Management over IPv4, IPv6		
5	Switch should provide remote login for administration using Telnet and SSHv2 & v3		
6	Switch should support Syslog and Syslog over TLS		
7	Switch should support sFlow / NetFlow		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
8	Switch should support for management and monitoring status using SNMP v1,v2,v3		
9	Switch should support built in TCP Dump or Wireshark trouble shooting tool or equivalent		
10	Switch should support central time server synchronization using Network Time Protocol		
Monitoring & Provisioning			
1	Shall support Advance Event Management for pro-active network monitoring or equivalent		
2	Shall support Restoration of Operating System & Configuration from USB		
3	Shall support CLI scheduler, Shell script, for timed automation, and event manager for triggered automation		
4	Shall support centralized script/system to configure a switch without user intervention		
5	Should have advance mechanisms for in depth troubleshooting and monitoring like packet capture on the device, port mirroring, targeted filtered mirroring, real time streaming telemetry, microburst congestion detection and reporting, TWAMP, sFlow/Netflow.		
Mandatory Compliance			
1	All categories of Switches, Transceivers & Switch OS should be from same OEM		
2	All active managed proposed switches/switch OS should be EAL / NDcPP Common criteria certified.		
3	All licenses and OS required for full layer 2/ layer 3 features shall be provided from day one		



Annexure – 12.1G – Structured Cable

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
General			
1	The Extended Product warranty and Application Assurance shall be for 25 years from the date of Installation.		
2	The Extended Product Warranty shall cover all passive Registered SCS components (i.e., cable and connectivity components that make up the passive data and telecommunications signal transmission infrastructure).		
3	The Registered SCS compliant links/channels will meet or exceed the applicable requirements of the TIA 568-C series, and ISO/IEC 11801: 2002 standards for cabling links/channel configurations specified in these standards;		
4	Under the Extended Product Warranty, the supplier will (or will authorize an installer to) either repair or replace the defective Registered SCS product at the supplier's cost. The supplier will pay an installer for the cost of labor to repair or replace any such defective product on behalf of the supplier, provided, that such repair or replacement and associated labor costs receive the prior written approval of the supplier. If the supplier chooses to repair products, the supplier may use new or reconditioned replacement parts. If the supplier chooses to replace products, the supplier may replace such products with new or reconditioned products of the same or similar design.		
5	The Customer shall not be charged either the cost of the labor or the product at such an incident.		
Application Assurance			
1	The Application Assurance shall cover the Registered SCS compliant channels to support operations of the application(s) that the system was designed to support, as well as additional application(s) defined below. The supplier warrants that the Registered SCS will be free from defects that prevent operation of the specific application(s) for which the Registered SCS was initially designed as long as the design is in compliance with the SCS Performance Specifications for said applications and is in compliance with all other terms and conditions of this warranty.		
2	That all Passive Components in the Registered SCS meet or exceed the relevant component specification of the TIA 568-C series and ISO/IEC 11801: 2002 standards;		
3	The Application Assurance shall also cover the current (at the time of installation) and in accordance with application standards specifications, any application introduced in the future by recognized standards or user forums that use the		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
	relevant TIA/EIA 568-C series or ISO/IEC 11801 2nd edition (September 2002)		
4	The Supplier shall provide tools to Calculate the Insertion Loss (IL) of the system.		
5	The Supplier shall provide tools to calculate the Application performance for a given channel by calculating and Displaying the Optical loss.		
6	The Supplier Shall provide Document with details of Application Performance, for different topologies, Number of Connectors and Length of the Channel.		
7	Fiber channel shall support below specifications with guaranteed performance:		
8	40G Ethernet - BD support (QSFP-40G-SR-BD)		
9	OM4 with LC connection distance support (in mtr.)		



Annexure – 12.1H – CAT 6 A Cable

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Channel Performance			
1	The Category 6A/ Class EA UTP SCS shall comply with the following standards: a) ISO/IEC 11801:2010 b) EN 50173 Part 1 through Part 5:2010 and 2011 c) ANSI/TIA-568-C d) IEC 60603-7-4 e) IEEE 802.3 applications as outlined in section 2		
2	The Category 6A/ Class EA UTP system should support the following IEEE Ethernet applications: a) 802.3e - 1BASE5 b) 802.3i - 10BASE-T c) 802.3u - 100BASE-TX, 100BASE-T4 d) 802.3y - 100BASE-T2 e) 802.3z - 1000BASE-X f) 802.3ab - 1000BASE-T g) 802.af - Power Over Ethernet (15.4W) h) 802.3at - Power Over Ethernet Enhancements (25.5W) i) 802.3az - Energy Efficient Ethernet j) 802.3at - Power Over Ethernet Enhancements		
3	Additionally, the Category 6A/ Class EA UTP SCS shall be capable of supporting the following Fibre Channel Applications Standards, per Technical Committee 11 of INCITS: a) 1GFC-BASE-T b) 2GFC-BASE-T c) 4GFC-BASE-T		
4	It is critical that guaranteed worst-case values are provided to ensure the SCS can support 1G transmission without risk. "Average value" or "Typical Value" is not acceptable as they do not account for lower performance channels. The proposed Category 6A UTP SCS, when configured as a worst-case 100-meter channel shall provide performance headroom over limits specified by Cat6A		
5	NEXT - Minimum 3 dB above the standards; Should support a minimum of 4 connector Channel with a minimum 3 dB guaranteed NEXT Insertion Loss - 3% Return Loss - 1.0 db		
6	The SCS must consist of individual components provided by the same manufacturer. "Mix and Match" products are not allowed as there is no guarantee that the overall channel will meet		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
	Category 6A Channel requirements if constructed with components from different vendors.		
7	The Category 6A cable and Category 6A channel components shall be manufactured by a single manufacturer. The manufacturer shall warrant the Category 6A channel cable, components, and applications for a period of 25 years.		
8	The 25-year warranty shall be a transferable warranty and has component replacement policy in case of manufacturing defect		
9	The SCS must be tested by an ISP 17025 accredited 3rd Party test facility to EIA/TIA 568C, ISO/IEC 11801 Amendment 1 and for the channel testing must be provided as part of the bid response.		
10	The Category 6A system should support channels that are shorter than 15 meters for 2, 3, 4 connector channels without any minimum length requirements.		
Horizontal Cable			
1	The Cable should meet ANSI/TIA 568C.2 Category 6A Specifications		
2	Cables should have TRACKING Number to check the Genuity / details of the test reports		
3	The cable should consist of Eight 23 AWG copper conductors. Copper Clad Aluminium or any other combinations are not allowed		
4	The Cable should be round in shape		
5	The weight of the cable box of 1000 Feet should not be less than 34.7 lb		
6	The nominal Jacket thickness should be 0.05 inches		
7	The nominal Outside diameter should not be more than 0.285 inches		
8	The cable should support the installation temperature: 0 to 60 0 C		
9	It should support Operating temperature of -20 to 60 0 C		
10	The cable shall be available in Low-Smoke, Zero Halogen (LSZH) compatibility and		
11	The LSZH version must comply with the following Fire Safety standards: 1) ISO/IEC 60332-3-22: Vertical Flame Spread 2) ISO/IEC 60754-2: Acidity 3) ISO/IEC 61034-2: Smoke Density		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
12	<p>Cable shall comply to below mechanical specifications: Conductor Material- Bare copper Insulation Material- Polyolefin Jacket Material- Low Smoke Zero Halogen (LSZH) Separator Material- Polyolefin Separator 2 Material-Polyolefin The cable and cordage shall be "True UTP" components that do not include internal or external shields, screened components or drain wires. No Special Grounding requirements. The horizontal cable shall have a unique print string on the cable jacket. This unique identifier shall also be used for on-line reference to a full set of factory tests that were performed on a sample from the same meter reel. The test parameters shall include NEXT, PSNEXT, Return Loss, Attenuation, ELFEXT and PSELFEXT. The on-line reference must be available on the SCS vendor public website, such that it can be accessed at any time.</p>		



Annexure – 12.11 – CAT 6A Outlet

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
General			
1	The 8-pin modular (RJ-45) jacks shall comply with IEC 60603-7-4		
2	The Category 6A outlets shall be backward compatible with Category 6 and 5E cords and cables.		
3	The Category 6A outlets shall be of a universal design supporting T568 A & B wiring.		
4	The information outlet shall have a Current Rating of 1.5 A at 20°C		
5	The information outlet must support 90-degree cable termination. As some mounting hardware does not allow for cable entry directly from the rear, this capability is necessary		
6	3rd Party Verification test certificates shall be provided to show compliance to ISO/IEC 11801 Amendment 2 testing for Cat 6A components.		
7	The 8-pin modular (RJ-45) jacks shall comply with IEC 60603-7-4.		
8	The information outlet will have insertion life of 750 cycles minimum.		



Annexure – 12.1J – Copper Patch Chord

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
General			
1	SCS must support patch cord lengths of 1 meter minimum and equipment cords of 2 meter minimum and The Patch cords shall be available in 28 AWG reduced diameter LS-CM Dual Rated Cord complying to ISO/IEC 11801 Class EA TIA/EIA-568 Cat 6A		
2	Cords shall be equipped with 8-pin modular plugs on each end.		
3	All cords shall be round, and consist of copper conductors, tightly twisted into individual pairs.		
4	Nominal cordage diameter shall not exceed 4.95 mm.		
5	Plugs shall be designed with an anti-slag latch to facilitate easy removal during move, add and change processes.		
6	The LSZH version must comply with the following Fire Safety standards:		
7	CM-LS & UL 1863		
8	The patch cord shall comply to below mechanical specification:		
9	Conductor Material- Copper Alloy, Polycarbonate		
10	Contact Plating Material- Gold over nickel		
11	Material Type- Phosphor Bronze		
12	The cordage shall be UTP components that do not include internal or external shields, screened components or drain wires.		
13	The patch cords will have insertion life of 750 cycles minimum.		



Annexure – 12.1K – Jack Panel

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
General			
1	24 or 48 Port Patch Panel		
2	The ganged adapter style patch panel will utilize increments of six RJ-45 style jacks in a common moulded component.		
3	The ganged adapters shall have RJ45 jack in the front and Insulation Displacement Connector (IDC) at the rear of the module.		
4	The panel must be capable of supporting an upgrade to an intelligent system without any interruption to service due to patch cord removal or terminal block re-termination.		
5	Termination managers must be provided with the panel. These termination managers provide proper pair positioning, control, and strain relief features to the rear termination area of the panel.		
6	3rd Party Verification test certificates shall be provided to show compliance to ISO/IEC 11801 Amendment 2 testing for Cat 6A components.		
7	When configured in worst-case 100-meter channels with full cross-connects and consolidation points with the other products proposed in this tender, the panel shall be capable of delivering the minimum guaranteed channel performance		
8	The patch panel type shall be a 1U (24 port) or 2U (48 port) panel capable of supporting 24 or 48 unshielded modular 8-pin connectors compliant with IEC 60603-7-4 while meeting the Channel Performance as specified in Amendment 1 to ISO/IEC 11801:2002		
9	The panel shall be available in 24-port and 48-port configurations with universal A/B labeling and 110 connector terminations on rear of panel allowing for quick and easy installation of 22 to 24 AWG cable		
10	The panel shall be equipped with a removable rear mounted cable management bar and front and rear labels		
11	The panel shall be UL and cUL Listed		
12	Operating Temperature Range = 14°F to 140°F (-10°C to 60°C)		
13	Storage Temperature Range = -40°F to 158°F (-40°C to 70°C)		
14	Humidity = 95% (noncondensing)		
15	Nominal Solid Conductor Diameter = 0.025 to 0.020 in (0.64 to 0.51 mm) (22 to 24 AWG)		
16	Nominal Stranded Conductor Diameter:=0.025 to 0.020 in (0.64 to 0.51 mm) (22 to 24 AWG)		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
17	Insulation Types = All plastic insulates (including PVC, irradiated PVC, Polyethylene, Polypropylene, PTF Polyurethane, Nylon, and FEP)		
18	Insertion Life = 750 minimum insertions of an FCC 8-Position Telecommunications Plug		



Annexure – 12.1L – Fiber Cable

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
General			
1	IEC 60793-2-10, type A1a.3a IEC 60793-2-10, type A1a.3b TIA-492AAAD (OM4)		
2	TIA-492AAAD Detail Specification for 850-nm Laser- Optimized, 50-µm Core Diameter/125-µm Cladding Diameter Class Ia Graded-Index Multimode Optical Fibers Suitable for Manufacturing OM4 Cabled Optical Fiber		
3	TIA-455-220-A (FOTP-220), Differential Mode Delay Measurement of Multimode Fiber in the Time Domain, dated January 2003		
4	IEC 60793-2-10, type A1a.3a Edition 2.0, Optical fibre – Part 1-49: Measurement methods and test procedures – Differential mode delay		
5	IEC 60793-2-10, Edition 5.0, Optical fibres – Part 2-10: Product specifications – Sectional specification for category A1 multimode fibres (fiber model A1a.3, Sections D.3 and D.4)		
6	Min OFL(LED)bandwidth@850nm 3500MHz.km		
7	Min OFL(LED)bandwidth@1300nm 500MHz.km		
8	Min EMB @850nm: 4700 MHz.Km		
9	Max dispersion: 105 Ps/nm *km		
10	Certification: DMD (differential mode delay) test report from Intertek ETL test laboratory.		



Annexure – 12.1M – Fiber MPO Trunk

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
General			
1	<p>Construction material</p> <ul style="list-style-type: none"> Fiber type: OM4 multi-mode fiber complaint with IEC 60793-2-10, type A1a.3a IEC 60793-2-10, type A1a.3b TIA-492AAAD (OM4) Jacket color: Aqua Connector type: MPO-12/UPC 		
2	<p>Environmental specification</p> <ul style="list-style-type: none"> Installation temperature -20 °C to +60 °C (-4 °F to +140 °F) Operating Temperature -20 °C to +70 °C (-4 °F to +158 °F) Storage Temperature -40 °C to +70 °C (-40 °F to +158 °F) Cable Qualification Standards ANSI/ICEA S-83-596 Telcordia GR-409 EN50575 CPR Cable EuroClass Fire Performance Dca EN50575 CPR Cable EuroClass Smoke Rating s1a EN50575 CPR Cable EuroClass Droplets Rating d1 EN50575 CPR Cable EuroClass Acidity Rating a1 Environmental Space Low Smoke Zero Halogen (LSZH) Riser Flame Test Listing NEC OFNR-LS (ETL) and c(ETL) Flame Test Method IEC 60332-3 IEC 60754-2 IEC 61034-2 IEEE 383 UL 1666 UL 1685 		
3	<p>MPO polarity</p> <ul style="list-style-type: none"> Connector A: method B, unpinned MPO Connector B: method B, unpinned MPO 		
4	<p>Optical performance</p> <ul style="list-style-type: none"> All links shall meet or exceed the end to end loss performance specified to support the optic application guarantee Fiber Components shall not exceed : <ul style="list-style-type: none"> Insertion Loss, maximum 0.25 dB Insertion Loss Change, mating 0.3dB Return Loss, minimum 27.0 dB 		
5	<p>Mechanical performance</p> <ul style="list-style-type: none"> Compression 10 N/mm 57.101 lb/in Compression Test Method FOTP-41 IEC 60794-1 E3 Flex 300 cycles Flex Test Method FOTP-104 IEC 60794-1 E6 Impact 5.88 N-m 52.042 in lb Impact Test Method FOTP-25 IEC 60794-1 E4 Strain Test Method FOTP-33 IEC 60794-1 E1 Twist 10 cycles 		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
	<ul style="list-style-type: none"> · Twist Test Method FOTP-85 IEC 60794-1 E7 · Vertical Rise, maximum 500 m 1,640.42 f · Ferrule Material Polymer 		
6	<p>Flame Test Specifications</p> <ul style="list-style-type: none"> · Jacket flammability: available in OFNP and LSZH versions · Flame Test Listing NEC OFNR-LS (ETL) and c(ETL) · Flame Test Method IEC 60332-3 IEC 60754-2 IEC 61034-2 IEEE 383 UL 1666 UL 1685 		
7	<p>Certification</p> <ul style="list-style-type: none"> · RoHS 2011/65/EU compliant · ISO 9001:2015 Complaint · Fiber type: OM4 multiple mode fiber · Connector type: 2 x 12 LC fibers (Front) / 2 x MPO-12 (Rear) · Support intelligence , support real-time monitoring and tracking of complex fiber connectivity including LC, MPO and breakout. · Connector type: LC-MPO · Color code: Aqua · Insertion Loss, maximum: 0.47 dB max · MPO Polarity : method B, Pinned · Fiber qty- 24 fiber · Front interface-LC · RoHS 2011/65/EU compliant · ISO 9001:2015 complaint 		



Annexure – 12.1N – Fiber Patch Cord

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
General			
1	Fiber type: OM4 multiple mode fiber, complaint with TIA-492AAAD (OM4) & IEC IEC 60793-2-10, type A1a.3a IEC 60793-2-10, type A1a.3b		
2	Connector type: LC		
3	Jacket flammability : LSZH		
4	Jacket color : Aqua		
5	Material : RoHS complaint		
6	Outside diamter : 2.00 mm		
7	Patch cords using Uniboot technology combine, modularity, flexibility with easy insertion and removal from connectivity		
8	Uniboot connectors feature an adjustable polarity via a manual and independent rotation of each single connector body without exposing the fibers		
9	Uniboot technology features a push-pull mechanism operated by squeezing the connector boot		



Annexure – 12.10 – Fiber Shelf

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
General			
1	The same Panel Shall should accommodate 4x 24F coupler plates for a total of 96 Fiber Termination or 4 x12F pigtail cassettes for a total of 48 fiber terminations/spliced in 1U height. The Panel Should have 2U and 4U Options to support Cassettes for a total of 144 duplex LC ports in 2U and 288 LC duplex ports to be supported 4U height Only.		
2	The width shall be 19 inches and height of 1U (1.75 inches), with a maximum of 19-inch depth.		
3	Panels shall have large, translucent window that provides a clear view of the patching field, must provide tool-less installation of rear trunk cables, and must provide split tray design to facilitate installation and minimize network downtime		
4	The shelf/LIU shall be sliding. 2U & 4U panel shall support split tray design for better access in high density environment.		
5	The Fiber shelf must be intelligent ready and must support field upgrade to intelligent fiber panels without removal of existing patch cords and without disruption of network services.		
6	The Shelf shall be able to Support splice trays to splice minimum 32 fibers, and Stackable tray support for 48 Splices/tray in 1U.		
7	Panel shall made up of steel material & flammability rating of UL 94 V-0.		
8	Panel shall support MPO adapters.		



Annexure – 12.1P – Fiber Shelf

Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
Fabric Definition			
1	Proposed fabric must be the Clos network topology architecture defined using Spine, Leaf switches with VXLAN overlay		
2	<p>Fabric should achieve following functionalities:</p> <ul style="list-style-type: none"> • Flexibility: Should allow workload mobility anywhere in the DC, across the Data Center sites • Resiliency: The proposed fabric should be able to sustain multiple link and device (Leaf & Spine), Controller failures • Performance: The proposed fabric should be able with use full cross sectional bandwidth (any-to-any) across all provisioned uplink ports using equal cost multi pathing • Solution should provide flow analytics and should be able show latency for the flow and packet drops in the network path which helps identify data path issues across fabric. <p>Mult-DataCenter design:- The proposed architecture should provide a single pane for provisioning, monitoring, and management to deploy stretched policies across multiple Data centers.</p>		
Hardware and Interface Requirement			
1	<p>Fabric Connectivity should have the following properties:</p> <ul style="list-style-type: none"> • In the fabric, the leaf and spine switches quoted should be non-oversubscribed and perform at line rate • All switches including Spine and leafs should be of line rate including access and uplink ports non-blocking • All switches or proposed Fabric must support for 500 VRF/Private network without any additional component upgrade or design change 		
Fabric Features			
1	Fabric manager must provide Centralised Management - Single pane of Glass for managing, monitoring and provisioning the entire Fabric.		
2	Fabric manager should not participate in Data plane and control plane path.		
3	Fabric manager shall support automated configuration changes (e.g. pushing common network changes across all devices, such as (QoS, security credentials or access control lists)		
4	Fabric manager must support a single GUI based network management tool for network and Traffic flow Visibility, management, Zero Touch Provisioning & replacement		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
5	Fabric manager must provide insight into the traffic flow patterns utilising standards like netflow or sFlow or IPIFX or equivalent Protocol Support		
6	Fabric manager must have ability to automate VXLAN control plane and provide topology information of the fabric		
7	Fabric manager must support a single GUI based network management tool for automated state snapshot of fabric devices and change comparison between snapshots for simplified change verification.		
8	Fabric manager should provide dynamic device inventory of the Switches as well as current network topology of the Solution with ability to detect and depict the logical overlay networks over physical one.		
9	Solution consisting of Fabric manager & Device manager to support integration with best of breed Physical and virtual firewall appliances for traffic redirection		
10	Fabric manager must run in "N + 1 or N + 2" redundancy, so that a single node failure does not impact general working for the controller/manager.		
11	In the Event, ALL of the Fabric manager Fail Completely, the Switches must continue to function without any performance degradation and with the current configuration.		
12	Fabric manager shall support configuration compliance checking to detect config drift (e.g. manual configuration changes that no longer match templates or automated configs)		
13	Fabric manager must provide necessary report for compliance and audit, and security vulnerabilities (bugs, CVE, etc) in an automated way		
14	Fabric manager shall support software image compliance checking for feature and performance consistency		
15	Solution should support proactive notifications for software bugs and security vulnerability specific to any deployment based on hardware platform, device configuration and deployed software version		
16	Fabric manager should support turnkey automated deployment and RMA operations using & Zero Touch Replacement procedures		
17	Fabric manager should support network rollback to a previously known good state after a failed maintenance operation		
18	Fabric manager should support provide APIs that allow integration to custom or commercially available change management systems		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
19	Fabric manager should support GUI based solution to carry operation task like upgrades and configuration change with ability to review those changes before deploying on fabric		
20	Fabric manager should support single GUI based network management tool for orchestration of automated software upgrades of Device software to minimize service disruption		
21	Fabric manager must support a single GUI based network management tool with role based access control.		
22	Fabric manager must support a single GUI based network management tool for provisioning of network features via custom configuration templates.		
23	Fabric manager must support a single GUI based network management tool with network wide state based rollback to known good state. Useful during failed Operation Task		
24	Fabric manager should support a single GUI based network management tool for automated state snapshot for pre- and post- change management.		
25	Fabric manager must support a single GUI based network management tool for access to central database containing current and historical network based information and network state which can be queried by the customer for their own internal and external audit use and could be used to create a network view of all changes over time for troubleshooting and compliance needs.		
26	Fabric manager must support Topology view with details real time Bandwidth Utilization; Traffic Throughput; Error Rates; etc		
27	Fabric manager shall support sub-second state changes on the device to be captured.		
28	Solution should support proactive notifications for software bugs specific to any deployment based on hardware platform, device configuration and deployed software version		
29	Fabric manager or devices shall support: ssh or JSON/HTTPS or OpenConfig or Netconf or SNMPv2c/v3 or any equivalent protocol support		
30	Fabric manager shall support correlation of events to simplify troubleshooting and reduce unimportant alerts		
31	Fabric manager should provide open APIs to integrate custom developed or commercial third party tools		
32	Fabric manager should support event triggered email notification		



Sr No	Required Minimum Specifications Make and Model: _____	Bidder's compliance (Yes / No)	Bidder's remarks
33	All devices must retain full CLI access for troubleshooting, management and configuration purposes even when controlled via a central management tool.		
34	All devices must support standard terminal transport services: SSHv2, SSHv3, Telnet, Tacacs+, Radius, Authentication and Authorization.		
35	All devices must support Network Management Logs and SNMP MIBs.		
36	All devices must support netflow or sflow or telemetry		
37	Fabric manager should support centralized network database, that leverages real-time state-streaming, to provide an aggregate view of the physical network state		
38	Solution should leverage the centralized network database to provide network analytics		



Annexure – 12.2A – BoM of Mumbai Location

Sr No	Description	Qty	Measurement	Bidder's compliance (Yes / No)	Bidder's remarks
Passive components					
1	CAT6A cable	2,440	Mtrs		
2	Copper Patch Panel (24 Ports) including face plate / information outlet	26	Nos		
3	Multimode OM4 Fibre cable LAN	8,000	Mtrs		
4	Fiber Patch Panel (48 Ports) including face plate / information outlet	52	Nos		
5	Multimode OM4 Fibre Cable SAN	8,000	Mtrs		
6	Fiber Patch Panel (48 Ports) including face plate / information outlet	52	Nos		
7	CAT6A port termination charges	1	Nos		
8	Fibre port (OM4) termination charges	1	Nos		
9	Zero U LIU/Bracket	26	Nos		
10	Cable tray	0	Nos		
CAT6A Patch cord					
1	3 Meters	624	Nos		
2	10 Meters	100	Nos		
Multimode OM4 fibre patch cord					
1	3 Meters	3,500	Nos		
2	20 Meters	100	Nos		
Server & Network Racks					
1	Network Rack with Digital locks (MOR-6) 800 MM X 1200 MM with 32AMPS 1Phase dual (2QTY in each Racks) PDUs and cable trays inside the rack. Power Socket Details - 20 X C13 & 4 X C19 (Intelligent Monitoring PDU Rating)	6	Nos		
2	Server Rack with Digital locks 600 MM X 1200 MM with 32AMPS 3Phase Dual (2QTY in each Racks) PDUs. Power Socket Details - 20 X C13 & 8 X C19 (Intelligent Monitoring PDU Rating)	20	Nos		

Note:

1. For passive components, approximate quantity is mentioned and billing should be done only for actual usage after installation.
2. The Bill of material mentioned are the basic accessories required with respective network equipment's (active & passive) to be delivered. Any additional accessories required for end to end implementation & function of respective network equipment, should be supplied by the bidder without any additional commercials. Notwithstanding the quantity as mentioned above, bidder will supply, install, configure and maintain the equipment if any additionally required for fulfilling the terms of RFP & it's subsequent addendum, without any additional cost to the Bank.
3. All passive components should have minimum 25 years product warranty



Annexure – 12.2B – BoM of Hyderabad Location

Sr No	Description	Qty	Measurement	Bidder's compliance (Yes / No)	Bidder's remarks
Passive components					
1	CAT6A cable	4,270	Mtrs		
2	Copper Patch Panel (24 Ports) including face plate/information outlet	48	Nos		
3	Multimode OM4 Fibre cable for LAN	13500	Mtrs		
4	Fiber Patch Panel LAN (48 Ports) including face plate/information outlet	96	Nos		
5	Multimode OM4 Fibre cable for Storage	13500	Mtrs		
6	Fiber Patch Panel SAN(48 Ports) including face plate/information outlet	96	Nos		
7	CAT6A port termination charges	1	Nos		
8	Fibre port (OM4) termination charges	1	Nos		
9	Zero U LIU/Bracket	47	Nos		
10	Cable tray 500MM	4	Nos		
CAT6A Patch cord					
1	3 Meters	1,128	Nos		
2	10 Meters	100	Nos		
Multimode OM4 fibre patch cord					
1	3 Meters	6,500	Nos		
2	20 Meters	100	Nos		
3	MPO Cables of 100 Mtrs	140	Nos		
Server & Network Racks					
1	Network Rack with Digital Locks (MOR-4 & Network Room-15) 800 MM X 1200 MM with 32AMPS 1Phase dual (2QTY in each Racks) PDUs and cable trays inside the rack. IEC Power Socket Details - 20 X C13 & 4 X C19 (Intelligent Monitoring PDU Rating)	19	Nos		
2	Server Rack with Digital Locks 600 MM X 1200 MM with 32AMPS 3Phase Dual (2QTY in each Racks) PDUs. IEC Power Socket Details - 20 X C13 & 8 X C19 (Intelligent Monitoring PDU Rating)	47	Nos		
Active components					
1	Switch Type 1 (MZ Spine, 256 Ports, 100/40 Fiber)	2	Nos		
2	Switch Type 2 (DMZ and Partner Spine, 64 Ports, 100/40 Fiber)	4	Nos		
3	Switch Type 3 (Admin MZ, DMZ Spine and border Spine, 48 Ports, 25/10 Fiber)	14	Nos		



Sr No	Description	Qty	Measurement	Bidder's compliance (Yes / No)	Bidder's remarks
4	Switch Type 4 (MOR, 48 Ports, 25/10 Fiber)	133	Nos		
5	Switch Type 5 (Integration MOR, 96 Ports, 25/10 Fiber)	12	Nos		
6	Switch Type 6 (Integration, 48 Ports, 10/1 Copper)	56	Nos		
Technical Resources (Per Shift 24*7*365 days)					
1	Technical Resource (L2)	1	No		
2	Technical Resource (L1)	3	Nos		

Note:

1. All switches should be fully populated with required no. of transceivers
2. Additional 192 Nos. of 10/1 copper transceivers should be factored compatible with hardware Supplied.
3. For passive components, approximate quantity is mentioned and billing should be done only for actual usage after installation
4. The Bill of material mentioned are the basic accessories required with respective network equipment's (active & passive) to be delivered. Any additional accessories required for end to end implementation & function of respective network equipment, should be supplied by the bidder without any additional commercials. Notwithstanding the quantity as mentioned above, bidder will supply, install, configure and maintain the equipment if any additionally required for fulfilling the terms of RFP & it's subsequent addendum, without any additional cost to the Bank.
5. All active components warranty should be 5 years followed by 2 years AMC and product should not be declared End of Support before 8 years from date of delivery or date of installation whichever is earlier.
6. All passive components should have minimum 25 years product warranty
7. One resource per shift 24x7x365 days (3 Nos. L1 & 1 No. L2)