

RFP Reference No. BGGB: HO: IT-CBS: 03: 74

Date: 01/09/2021

Request for Proposal (RFP)

For

**Selection of Vendor/ OEM for Supply, Installation and Commissioning of ICT
(Information and Communication Technology) Hardware and Services**



બરોડા ગુજરાત ગ્રામીણ બેંક
BARODA GUJARAT GRAMIN BANK
(ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઑફ બરોડા દ્વારા પ્રાયોજિત)

[A] Important Dates & Information:

1.	Issuance of RFP Document by Bank	01/09/2021
2.	Last Date of Written request for Clarifications	15/09/2021 (up to closing of business hours i.e. 5:00 PM)
3.	Last Date of Submission of RFP Response (Closing Date & Time)	5:00 PM 22/09/2021
4.	Eligibility Cum Technical Bid Opening Date	23/09/2021 at 3.00 PM at Baroda Gujarat Gramin Bank, 3rd & 4th Floor, Suraj Plaza- I, Sayajiganj, Vadodara-390005 Gujarat
5.	RFP Coordinator Name, Contact details	Mr. Deepak Tonape (Manager-IT) Email : it.ho@barodagujaratrb.co.in Postal Address: Baroda Gujarat Gramin Bank, 3rd & 4th Floor, Suraj Plaza- I, Sayajiganj, Vadodara-390005 Gujarat
6.	Application Fee	Module I - ₹ 25,000 (Rupees Twenty Five Thousands Only) Module II - ₹ 10,000 (Rupees Ten Thousands Only) Module III - ₹ 10,000 (Rupees Ten Thousands Only)
8.	Bid Security (Earnest Money Deposit)	Module I - ₹ 20,00,000/- (Rupees Twenty Lakh Only) Module II - ₹ 2,00,000/- (Rupees Two Lakh Only) Module III - ₹ 2,00,000/- (Rupees Two Lakh Only)

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. **Bank, BGGB** means “**Baroda Gujarat Gramin Bank**”.
2. **RFP** means this “**Request for Proposal document**”
3. **Recipient, Respondent, Vendor and Bidder** means “**Respondent to the RFP document**”.
4. **OEMs** means “**Original Equipment Manufacturers**”
5. **Tender** means “**RFP response documents prepared by the bidder and submitted to BGGB**”
6. **Proposal, Bid** means “**Response to the RFP Document**”
7. **Comprehensive AMC** means “**Comprehensive Annual Maintenance Contract**”

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Baroda Gujarat Gramin Bank 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 a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.



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1. Introduction

1.1 Introduction and Disclaimer

Baroda Gujarat Gramin Bank is one of the leading Regional Rural Banks framed under RRB Act 1976 & owed by Government of India, Government of Gujarat and Bank of Baroda with network of 497 branches/offices in 22 Districts i.e. Valsad, Navsari, The Dang, Tapi, Surat, Bharuch, Narmada, Chhota Udepur, Vadodara, Anand, Kheda, Panchmahal, Dahod, Mahisagar, Ahmedabad, Gandhinagar, Aravali, Sabarkantha, Mehsana, Patan, Banaskantha, Kutch of Gujarat.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Baroda Gujarat Gramin Bank ("the Bank") for Selection of Vendor/OEM for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services at its Branches/ Administrative Offices.

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

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

1.5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses



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arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.6 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.7 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

1.8 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.9 Evaluation of Offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.10 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.6.

1.11 Standards

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

1.12 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.



2. RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Fee

Application Fee is as mentioned in [A] **Important Dates & Information: Application Fee** by way of Bankers Cheque or Demand Draft favoring BARODA GUJARAT GRAMIN BANK, payable at Vadodara, which is nonrefundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any bidder where application Fee has not been furnished with RFP response.

2.1.2 RFP Closing Date

RFP Response should be received by the officials as indicated in "[A] Important Dates & Information – Last Date of Submission of RFP Response (Closing Date & Time)" as per the details given in this Section.

2.2 Registration of RFP Response

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail / Fax mode, the RFP is liable to be summarily rejected.

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

2.3 Late RFP Policy

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

2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of 1 year from the RFP opening date.

2.5 Empanelment period for selected vendor(s)/OEM(s)

The selected vendor(s)/OEM(s) after the evaluation process would be empanelled with the Bank for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services for a period of One year from the date of empanel which is extendable for the further period of One year if bank desire to do.

2.6 Requests for Information

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

All questions relating to the RFP, technical or otherwise, must be in writing by mail only and addressed to The General Manager, BGGB - Vadodara. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications.

The Respondent must communicate all queries / clarifications in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as Addendum to the RFP and will be published on Banks website under tenders section only. However, the Bank will not answer any communication initiated by the Respondents later than date given in "[A] Important Dates-2. Last Date of Written Request for Clarifications".

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

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

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

2.7 Notification

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

2.8 Disqualification

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

2.9 Language of Tender

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

2.10 Formats of Bids

The vendors should use the formats prescribed by the Bank in the tender for submitting the bids. The Bank reserves the right to ascertain information from the banks and other institutions to which the vendors have rendered their services for execution of similar projects.

2.11 Timeframe

The timeframe provided in point "[A] Important Dates & Information" above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.12 RFP Response Submission Details

The Bid shall be submitted in separate sealed cover, duly signed and super scribed as specified in each module.

IMPORTANT POINTS TO BE NOTED

a) The sealed bid envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point "[A] Important Dates & Information - RFP Coordinator Name, Contact Details". The Bank has established a RFP coordinator to provide a venue for managing vendor relationship and other requirements through the Bank's decision making body for clarification.

B) All the queries and communication must be addressed to the RFP coordinator / contact personnel from the Bank.

c) Only one model which meets the specification needs to be quoted in the Technical Bid and Commercials Bid of the RFP. If it is found that the bidder quotes more than one model then the whole tender submitted by the bidder is liable to be rejected.

d) The proposal should be prepared in English in MS Word / Excel / PowerPoint format.

e) All letters must be addressed to the following:

**The General Manager,
Baroda Gujarat Gramin Bank,
3rd & 4th Floor, Suraj Plaza- I,
Sayajiganj, Vadodara-390005**

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

g) All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.

h) Unsigned responses would be treated as incomplete and are liable to be rejected.

2.13 Earnest Money Deposit

The vendors will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by the bank in point "[A] Important Dates & Information - Bid Security (Earnest Money Deposit)" for each module. The earnest money deposit is required to protect the Bank against the risk of Vendor's conduct.



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The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Banker Cheque/Demand Draft favoring "BARODA GUJART GRAMIN BANK" payable at Vadodara. Any bid not secured in accordance with the above will be rejected by Baroda Gujarat Gramin Bank as non-responsive.

The earnest money deposit of a vendor may be forfeited by the Bank if the vendor withdraws its bid during the bid validity period.

Unsuccessful Vendor's who has not been empanelled - Earnest money deposit will be returned by the Bank within four weeks from closure of empanelment process.

Successful Empanelled Vendor's – The empanelled vendor's earnest money deposit will be returned by bank against the Performance Bank Guarantee. The EMD of the successful empanelled vendor may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank if the vendor fails to furnish Performance Bank Guarantee within 15 days from the date of release of Purchase Orders(s) by the Bank for any reason whatsoever.

The Earnest Money Deposit will be forfeited if:

- ▶ The bidder withdraws his tender before processing of the same.
- ▶ The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank
- ▶ The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this tender.
- ▶ The bidder violates any of the provisions of the terms and conditions of this TENDER specification.

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application fee and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence.

2.15 Integrity Pact (IP)

Bidders responding to this RFP need to sign ((Dully Signed and Stamped by Authorized Signatory on proper stamp paper) the Integrity Pact (IP) which will be also signed by Banks representative.

2.15 Commercial Bid

The commercial Bid must be submitted as per Annexure(s) for all the items in each module. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges like transportation, installation etc. except GST.

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all applicable taxes and other charges, if any. Bank is not responsible for the arithmetical accuracy of the bid. The vendors will have to ensure all calculations are accurate. **The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the vendor.** The Bank at a later date will not accept any plea of the vendor or changes in the commercial offer for any such assumptions.

3. RFP Details

3.1 Introduction and RFP Overview

Baroda Gujarat Gramin Bank desires to empanel vendors/OEMs for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services. This RFP is divided into 3(Three) module as per following:

Module I	Selection of Vendor/OEM for Supply, Installation and Commissioning of Commercial Computers and Peripherals
Module II	Selection of Vendor/OEM for Supply, Installation Commissioning of UPS Systems and Comprehensive Annual Maintenance Contract (AMC) of UPS
Module III	Selection of Vendor/OEM for Supply, Installation Commissioning of UPS Batteries

The empanelment of vendor will be purely on rate contract and there will be no commitment for minimum or maximum quantity to purchase during the contract period.

3.2 Purpose

Baroda Gujarat Gramin Bank is one of the Regional Rural Banks framed under RRB Act 1976 & owed by Government of India, Government of Gujarat and Bank of Baroda with network of 497 branches/offices in 22 District i.e. Valsad, Navsari, The Dang, Tapi, Surat, Bharuch, Narmada, Chhota Udepur, Vadodara, Anand, Kheda, Panchmahal, Dahod, Mahisagar, Ahmedabad, Gandhinagar, Aravali, Sabarkantha, Mehsana, Patan, Banaskantha, Kutch of Gujarat (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns, intends to issue this bid document, hereinafter called RFP, to eligible Vendors/OEMs, hereafter called as 'Bidders or Vendors', to participate in the competitive bidding for empanelment of vendors/OEMs for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services.

The Bank, for this purpose, invites proposal from Vendors/OEMs who are interested in participating in this RFP and must fulfill the eligibility criteria mentioned under each module Annexure(s) and also in a position to comply with the technical requirement mentioned in module Annexure(s) and provide the required proposal.

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

3.3 RFP Scope, Service Levels and Penalty, Technical Support and Service Requirement

The detailed scopes of project, SLA & technical support and service requirements & Annexure(s) for each module are attached with this RFP.

4. Evaluation Process

The competitive bids shall be submitted in two stages:

1. Eligibility cum Technical Bid
2. Commercial Bid

4.1 Eligibility cum Technical Bid

Eligibility criterion for the vendors/OEM(s) is mentioned in each module Annexure Eligibility Criteria Compliance to this document. The Technical Proposal will be evaluated only for those respondents who are fulfilling the eligibility criteria. The Technical Proposal will be evaluated for technical suitability. The Bank reserves the right to modify the configuration of Hardware thereof to be ordered.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor 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 vendors/OEMs to this document and bank will not entertain any correspondence in this regard.

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

4.2 Commercial Bid

The commercial quotes are required to be submitted at the time of tender submission by the vendors as per each module Annexure Commercial Bid.

Commercial bids are invited from the vendors/OEMs only one time. The rates approved will be valid for a period of 12 months from the date of letter of intent for approval for Supply, Installation and Commissioning of ICT (Information and Communication Technology) Hardware and Services at its Branches / Administrative offices.

The approved rate will be further extendable for 12 months if bank desires to do.

The RFP will be determined on the basis of the quality of product and Vendor's best offer for after sales service, 60 months (24 months in case of batteries) comprehensive onsite warranty & bank's Technical Support and Service Requirement mentioned in each module, not on the lowest price (Cost of material with warranty/AMC) only.

The lowest price evaluation will be done on basis of the net cost per unit or the total cost of all the items calculated for each module separately minus Buyback amount (except GST). Net cost should include all other charges like insurance charges, installation charges, etc., in the material basic cost except GST. No hidden taxes and / or charges will be paid by bank.

The offer must be made in Indian Rupees only and the offer should include all applicable tax and charges except GST.

The position of L1, L2 ... Ln will be arrived at by taking into account the total cost of ownership by all items or item wise as per annexure Commercial Bid each module.

If the L1 vendor defaults for 2 orders or more in any of the phase, Bank will have the discretion to approach the L2 vendor. If L2 defaults for 2 orders or more in any of the phase, Bank will have the discretion to approach L3, same if L3 defaults then L4, L5, L6....Ln.

Splitting of Order (Quantity Scope)



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The bank reserves its right or splitting scope of work between two service providers if needed. The splitting of the order will be in 60:40 ratios, provided the L2 service provider agrees to match the rate quoted by L1 service provider and agrees for all the terms and conditions. In case of L2 Service provider is not willing to match the L1 rates, the bank will call L3, L4 etc. service providers, in that order to step into the shoes of L2 service provider. In this regard, it will be sole discretion of the Bank.

Bank reserves right to review the performance of the successful vendors after completion of each six month and if not found satisfactory, Bank may assign rest of the orders to the better performing vendor out of the Two finally selected or even float RFP for fresh empanelment of vendors altogether.

Splitting of Order (Item Scope)

The bank reserves its right for splitting scope of work for item wise to separate vendor if needed. If L1 of any item not willing to provide hardware & service/support or default then bank reserves its right to approach L2 Service provider agrees to match the rate quoted by L1 service provider and agrees for all the terms and conditions. In case L2 is not willing to match the L1 rates, the bank will call L3, L4 etc. service providers for each item, in that order to step into the shoes of L2 service provider. In this regard, it will be sole discretion of the Bank.

Bank reserves right to review the performance of the successful vendors after completion of each six month and if not found satisfactory, Bank may assign rest/new orders to L2, L3,...etc. provide that agrees to match the rate quoted by L1 service provider and agrees for all the terms and conditions or even float RFP for fresh empanelment of vendors altogether.



5. Terms and conditions

5.1 General

5.1.1 General Terms

5.1.1.1 The Bank expects the vendor/OEM to adhere to the terms of this tender document and would not accept any deviations to the same.

5.1.1.2 Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor/OEM, the tender document shall be the governing document for arrangement between the Bank and the vendor/OEM.

5.1.1.3 The Bank expects that the vendor/OEM appointed and empanelled under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

5.1.1.4 Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the vendor/OEM responses would not be incorporated automatically in the tender document.

5.1.2 Rules for Responding to this RFP

5.1.2.1 All responses received after the due date/time as mentioned in "[A] Important Dates & Information - Last Date of Submission of RFP Response (Closing Date & Time)" would be considered late and would be liable to be rejected.

5.1.2.2 All responses should be in English language. All responses by the vendor/OEM to this tender document shall be binding on such vendor/OEM for a period of one year after opening of the bids.

5.1.2.3 All bid responses would be deemed to be irrevocable offers/proposals from the vendors/OEMs and may be accepted by the Bank to form part of final contract between the Bank and the selected vendors/OEMs. Unsigned responses would be treated as incomplete and are liable to be rejected.

5.1.2.4 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD with the Bank or to withdraw the bid and obtain the security provided.

5.1.2.5 The vendor/OEM may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the vendor subsequent to the closing date and time for submission of the offers.

5.1.2.6 Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same item/ product. Bank shall have right at its sole and absolute discretion to relax this provision.

5.1.2.7 It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow / permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

5.1.2.8 In case of discrepancy in soft copy and hard copy of the bids, the vendors agree that Bank can consider hard copy as final and it will be binding on the vendor. The Bank in this case may also reject the offer outright.

5.1.2.9 The vendor/OEM at no point in time can excuse themselves from any claims by the Bank whatsoever



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for their deviations in confirming to the terms and conditions and other schedules as mentioned in the tender document circulated by the Bank. Vendor/OEM shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.

5.1.2.10 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
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by two or more partnership firms / LLPs having common partners
- d) Bids submitted by two or more companies in the same group of promoters / management
- e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

5.1.2.11 Authority to submit Bids - Only authorized personnel of the firm or organization shall sign the BID. The proposal must be accompanied with an undertaking letter of company / Firm (Bidder) as per format (Annexure), duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Necessary resolutions / authority / Power of Attorney available shall be enclosed.

The certified photocopy of Resolutions / Authority / Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

5.1.3 Price Bids

5.1.3.1 Price Bids will be invited by Bank from empanelled vendors/OEMs only one time during the period of empanelment based on Bank's requirements.

5.1.3.2 The price bid should adhere to the following:

5.1.3.2.1 The vendor is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered.

5.1.3.2.2 The prices and other terms offered by vendors must be firm for an acceptance period of 1(one) year from the opening of the commercial bid. The approved rate will be further extendable for One year if bank desires to do.

5.1.3.2.3 The prices quoted by the vendor/OEM shall be all inclusive, that is, inclusive of all taxes and Charges except GST. The prices quoted will also include transportation to respective sites, and insurance till acceptance of the equipment by the Bank. Any delay in installation of the hardware for whatsoever reason should not entail in expiry of insurance and the same should be continued to be extended up-to the date of installation and acceptance of the hardware and other infrastructure by the Bank. Though the equipment would be at Bank premises, or any location identified by Bank, Vendor shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank at this stage. Hence the Vendor will bear the risk of loss if any, till the ownership has passed to Bank. The Vendor will insure the equipment till acceptance testing, and final acceptance. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.3.2.4 In case of any variation (upward or down ward) in Government levies/taxes etc. which has been included as part of the price will be borne by the Vendor/OEM. Variation would also include the introduction of any new tax(s), etc. provided that the benefit or burden. If the Vendor/OEM makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

5.1.3.2.5 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge and if the Bank has to pay the same for any of the items or supplies made here under by the Vendor/OEM, for any reason including the delay or failure or inability of the Vendor/OEM to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Vendor/OEM along with the documentary evidence. If the Vendor/OEM does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor/OEM from the Bank along with the interest calculated at commercial rate. The prices quoted by the vendor/OEM shall be all inclusive of taxes and levies except GST.

5.1.3.2.6 Terms of payment as indicated in the Purchase Contract are final and binding on the vendor/OEM 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 vendor/OEM 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 vendor". Vendor should ensure that the project should not suffer for any reason.

5.1.3.2.7 Based on the Bank's requirements, the vendor/OEM should identify the best-suited hardware model which is cost-effective and which would meet the Bank's requirements and quote for the same. In case the vendor quotes more than one option then the response would be considered as improper and liable to be rejected. The vendor/OEM should not give options to the Bank to select from his offer. The vendor/OEM is expected to select the best option and quote for the same in his offer.

5.1.3.2.8 The vendor/OEM is required to quote for all the components / services as per Bank's requirement. In case the vendor does not quote for any of the components / services, the response would be deemed to include the quote for such unquoted components / service at no extra cost to the Bank. The Bank shall ascertain and conclude that everything as mentioned in the RFP and future Bank's requirements circulated to the vendors and responded by the vendor have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.

5.1.3.2.9 In the event the Bank has not asked for any quotes for alternative prices, and the vendor/OEM furnishes the alternative price in the vendor/OEM's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

5.1.3.2.10 In the event optional prices are not quoted by the vendor/OEM, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor/OEM 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 defaulting / deviating vendor/OEM. The same item has to be supplied by the vendor/OEM free of cost.

5.1.3.2.11 The Bank is not responsible for any assumptions or judgments made by the vendor/OEM for arriving at any type of costing. The Bank at all times will benchmark the performance of the vendor/OEM to the RFP and other documents circulated to the vendor/OEM and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the vendor/OEM 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 vendor/OEM.

5.1.3.2.12 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 vendor/OEM 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 vendor/OEM cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

5.1.3.3 The Bank will consider the Total Cost of Ownership (TCO) for each item or sum of all the times over a five-year warranty (in case of batteries two-year warranty).

5.1.4 Price Comparisons

5.1.4.1 The Price offer shall be on a fixed price basis and should be inclusive of all taxes, levies and charges etc except GST. There will be no price escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor/OEMs during the course of the contract. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 While the Bank will summarily reject the hardware of a lower configuration than those required by the Bank, the Bank would accept the equipment of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the Bank. The Vendor/OEM is not entitled to a longer period for delivery on the pretext of seeking approval from the Bank for a higher configuration or enhancement.

5.1.4.3 To determine L1 status, Bank will compute and compare the total cost of all items or itemwise for all branches / offices involved, as quoted by the Empanelled Vendor/OEMs who have qualified on the eligibility and technical specifications and hence short-listed by the Bank.

5.1.4.4 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 vendor/OEMs 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 empanelled vendor/OEMs 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 vendor/OEMs agree that they have no reservation or objection to the normalization process and all the empanelled vendor/OEMs 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 vendor/OEMs, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

5.1.4.5 Minimum of Five years (in case of batteries two-year warranty) comprehensive Product warranty covering all parts, service visits to the concerned Branches / Offices required.

5.1.4.6 Preventive Maintenance will include replacement of worn-out parts, checking diagnostic software etc. Vendor/OEM will have to maintain hardware, software & Peripherals during the warranty period. In case equipment is taken away for repairs, the Vendor/OEM shall provide a standby equipment (of equivalent configuration), so that the work of the Bank is not affected. The Vendor/OEM shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country.

5.1.4.7 The vendor/OEM's responsibility includes Transportation, forwarding and freight of all equipment to the site;

5.1.4.8 The Vendor/OEM is expected to provide for services which are required to be extended by the Vendor/OEM in accordance with the terms and conditions of the RFP.

5.1.4.9 The Vendor/OEM must provide and quote for the product and services as desired by the Bank as mentioned in this RFP and subsequent requirement by the Bank. Any products / services not proposed to be provided by the Vendor/OEM will result in the proposal being incomplete, which may lead to disqualification of the Vendor/OEM.

5.1.4.10 End of Sales / End of support: The Vendor/OEM has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sale 3 years from the date of such supply or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor/OEM reaches end of support, within the 5 years period from the date of supply, the vendor/OEM has to replace the equipment at no additional cost to the Bank.

5.2 Performance Guarantee

5.2.1 The successful vendor/OEM shall provide a Performance Guarantee (PBG) within 15 days from the date

of receipt of the rate contract order or signing of the contract whichever is earlier in the format as provided in Annexure for each module to the extent of 10% of the total rate contract order for the entire period of the contract including warranty/AMC obligation plus 6 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Baroda Gujarat Gramin Bank. The successful bidder will have a provision at the end of the rate contract to provide an amendment to the submitted PBG in case the order placed is less than the total rate contract value.

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

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

5.2.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the security deposit taken from the vendor, will be forfeited.

5.3 Others

5.3.1 The Vendor getting the contract shall deliver the necessary equipment at locations designated by the Bank. The equipment at individual sites will be deemed accepted only after all the items are in place and in working condition as per Bank's requirement.

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

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

5.3.4 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendor/OEMs. In the event the vendor/OEM is not willing to accept the terms and conditions of the Bank, the vendor/OEM may be disqualified. Any additional or different terms and conditions proposed by the vendor/OEM would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

5.3.5 The vendor/OEM must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor/OEM's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor/OEM's inability to meet the established delivery dates or any other reasons attributing to the vendor/OEM then that vendor/OEM will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

5.3.6 The vendor/OEM 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 vendor/OEM 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 vendor/OEM at no additional cost to the Bank. The vendor/OEM also acknowledges that the Bank relies on this statement of fact, therefore

neither accepting responsibility for, nor relieving the vendor/OEM of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor/OEM to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

5.3.7 The Vendor/OEM shall represent that the hardware / software / Service provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Vendor/OEM further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the equipment and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor/OEM represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the vendor/OEM for performance of the obligations of the vendor/OEM. The vendor/OEM further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the vendor/OEM.

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

5.3.9 The Bank and the vendor/OEM covenants and represents to the other Party the following:

5.3.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

5.3.9.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

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

5.3.9.3.1 Will not violate or contravene any provision of its documents of incorporation;

5.3.9.3.2 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;

5.3.9.4 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;

5.3.9.5 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

5.3.10 The vendor/OEM 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.



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5.3.11 The Bank would not assume any expenses incurred by the vendor/OEM in preparation of the response to this RFP and also would not return the bid documents to the Vendor/OEMs

5.3.12 The Bank will not bear any costs incurred by the vendor/OEM for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.4 Other RFP Requirements

5.4.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendor/OEMs about changes, if any.

5.4.2 The Bank may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

5.4.3 The Bank reserves the right to extend the dates for submission of responses to this document.

5.4.4 Vendor/OEMs shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in "[A] Important Dates & Information - RFP Coordinator", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor/OEM, who posed the question, will remain anonymous.

5.4.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required 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 vendor/OEMs and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

5.4.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendor/OEMs for clarification of their offer. The Bank has the right to disqualify the vendor/OEM whose clarification is found not suitable to the proposed module.

5.4.7 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor/OEM, and / or to listen to any representations unless there is change in the terms and conditions of purchase.

5.4.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

5.4.9 Price Discussion – It is absolutely essential for the Vendor/OEMs 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 vendor/OEM in discussions on the prices quoted. The Bank also reserves the right to enter into price discussions with the OEMs of hardware and other components or the successful vendor/OEM.

5.4.10 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified as part of its requirement. The Bank also reserves the right to delete one or more items from the list of items specified as part of the requirement. The Bank will inform all Vendor/OEMs about changes, if any. The Vendor/OEM

agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor/OEM agrees that the prices quoted by the Vendor/OEM would be proportionately adjusted with such additions or deletions in quantities

5.4.11 Details of Sub-contracts, as applicable – If required by the Bank, vendor/OEM should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the vendor/OEM, the vendor/OEM shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the vendor/OEM to perform its obligations. The vendor/OEM shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

5.4.12 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such vendor/OEMs will not be short-listed for further evaluation. No further discussions shall be entertained with such vendor/OEMs in respect of the subject bid.

5.4.13 There will be an acceptance test by the Bank or its nominated consultants after installation of the systems if the Bank desires. In case of discrepancy in hardware / software supplied the Bank reserves the right to cancel the entire purchase contract and the vendor/OEM should take back their equipment at their costs and risks. The test will be arranged by the vendor/OEM at the sites in the presence of the officials of the Bank and / or its consultants. In case the acceptance testing is conducted the warranty for the equipments (including software and hardware provided by the Vendor/OEM pursuant to this RFP and subsequent Agreement) will commence after acceptance testing. The Confirmation for completion of Installation and Acceptance Test will be given by Bank at the same time and on the single report format.

5.4.14 The Vendor/OEM(s) getting the contracts shall supply, install and maintain the equipment, procured through this Tender, at locations designated by the Bank or at such Centers as the Bank may deem fit and the changes, if any, in the locations will be intimated to the Vendor/OEM.

5.4.15 Vendor/OEM should ensure that the hardware delivered to the Bank including all components and attachments are brand new. In case of software supplied with the system, the Vendor/OEM should ensure that the same is licensed and legally obtained with valid documentation made available to the Bank.

5.4.16 Vendor/OEM shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any Patent, Trade Marks, Copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of equipment supplied by them in the Bank from whatsoever source, provided the Bank notifies the Vendor/OEM in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor/OEM has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor/OEM with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor/OEM, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

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

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

5.4.19 The Vendor/OEM 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



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hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Vendor/OEM alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor/OEM will make all required payments and deposits of taxes in a timely manner.

5.5 Terms of Reference

5.5.1 Contract Commitment

The Bank intends that the empanelment, which is contemplated herein with the successful vendor/OEMs, shall be for a period of 1(One) year from the letter of approval for the purpose of supply of ICT (Information and Communication Technology) Hardware and Services at the Bank branches / administrative offices which is further extendable for the period of one year at bank sole discretion with the same terms and conditions and same rates, provided bank is satisfied with the services.

5.5.2 Delivery

The equipment should be delivered within 4 weeks from the date of purchase order.

Vendor/OEM will have to pay late delivery charges to Baroda Gujarat Gramin Bank @ 1% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc.. If delay exceeds the maximum percentage of 5%, Baroda Gujarat Gramin Bank reserves the right to cancel the respective purchase order.

Vendor/OEM will be responsible for ensuring proper packing, delivery and receipt of the hardware and software related to hardware at the site(s). Sealed packs will be opened in the presence of Baroda Gujarat Gramin Bank officials.

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

All accessories as part of the hardware / software to make it operational should be delivered together with the equipment. Any component has not been delivered or if delivered is not operational on account of which the equipment is not functioning, will be deemed / treated as non-delivery of the equipment thereby excluding the Bank from all payment obligations under the terms of this contract.

5.5.3 Pre-shipment Inspections

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

5.5.4 Installation

Installation at our Branches / Administrative offices, including unpacking of cartons/ boxes, will be the responsibility of the Vendor/OEM. Vendor/OEM will have to install the HW / SW and hand it over to the Bank for acceptance testing within 7 working days of the Bank from the date of receipt of the hardware at our office and Bank's notification for installation of the HW / SW.

Vendor/OEM will have to pay late installation charges to the Bank @ 1% of the total Purchase Order Value per day or part thereof subject to maximum of 5% of the total purchase order value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor/OEM.

5.5.5 Porting of application

In case of porting problems, If PCs are required as replacement for an existing system or as a replacement

- Vendor/OEM will be responsible for porting applications to / from the supplied system at no extra cost to Bank within a time frame to be decided with the successful Vendor/OEM
- Vendor/OEM will have to supply required utilities, if any, for porting of existing applications, at no extra cost to Bank
- Vendor/OEM will have to specify the steps, to be followed by Bank in future, to maintain the application portability across the existing system and the supplied systems

5.5.6 Affixing Asset Tags on HW Equipments

It will be the responsibility of the successful vendor/OEM to affix the Asset tags on each hardware being supplied by them to the Bank. The Asset Tags so printed by the successful vendor/OEM must have the company's logo of the vendor/OEM along with other details like call logging no., mail id etc.. The asset tag details for the hardware would be mutually decided by the Bank and the successful vendor/OEM.

5.5.7 Warranty

The entire hardware/UPS equipment including system software will remain under onsite, Next-Business Day, comprehensive maintenance warranty for a period of Five years. The service support during warranty period shall be for all Hardware equipment, Operating System Software. The vendor/OEM shall upgrade the system software during warranty period at no cost to BGGB. Vendor/OEM will have to provide a warranty as per the terms mentioned below:

Comprehensive Warranty for 60 Months (24 Months in case of batteries) from the date of installation or 61 months (25 Months in case of batteries) from the date of delivery whichever is earlier.

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

In event of any major equipment / part (i.e. Motherboard and any controller) is replaced or any defect in respect of any major equipment / part (i.e. Motherboard and any controller) is corrected for more than two 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.

Patch update, security updates etc. of operating system and antivirus to be done in coordination with the Bank.

In case of significant failures of specific component Viz. Motherboard, HDD, CD Drives, any other controller, the entire component (Viz. Motherboard, HDD, CD Drives, any other controller) has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The principal Vendor/OEM is required to ensure that this kind of situation never arises.

The vendor/OEM shall be fully responsible for the warranty for all equipments, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period.

Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed.

Warranty should cover the following:

a) Warranty would cover updates/maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware.

b) Providing of all deliverables including warranty services etc. under this contract shall be the sole

responsibility of the vendor. Bank will not be responsible for any delays/violation from third party OEMs.

5.5.8 Payment Terms

Head office/Regional Office will place the orders and delivery will be at our Branches / administrative offices across the country as per the orders placed. The successful vendor/OEM shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

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

The payment will be released as follows:

- 100% of the total cost on delivery of HW / SW subject to submission of Performance Bank Guarantee against 10 % of order value.
- For AMC of HW/SW – after end of each quarter

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor/OEM. Payment will be release by Head Office/Regional Office 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 vendor/OEM 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.

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

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

- a) Original delivery Challans dully stamped and signed by the Bank Official.
- b) Confirmation letter from OEM mentioning the serial number of the product and that the HW supplied is under Five years back to back warranty.
- c) Complete inventory details along with Serial Numbers linked with Asset Tag of Hardware delivered against each PO at ordered delivery locations.
- d) Original Installation Report dully stamped and signed by the Bank Official along with the signature of the engineers of vendor/OEM.
- e) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.
- d) AMC payment will be release after each quarter end after submission of invoice along with record of each incident of equipment malfunction, date/ time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof & details of preventive maintenance activity.

Fall Clause



બરોડા ગુજરાત ગ્રામીણ બેંક BARODA GUJARAT GRAMIN BANK (ભારત સરકાર, ગુજરાત સરકાર તથા બેંક ઑફ બરોડા દ્વારા પ્રાયોજિત)

The price charged for the ICT HW supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the ICT HW or offer to sell ICT HW of identical description to any persons/Private Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such ICT HW to any person/private organization including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Bank and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- i. Exports by the Seller.
- ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- iii. Sale of goods such which have expiry dates.
- iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts., including their undertakings excluding joint sector companies and/or private parties and bodies.

The Seller shall furnish the following certificate to the Paying Authority on letter head along with each bill for payment for supplies made against the Rate contract –

“We certify that there has been no reduction in sale price of the _____ of description identical to the _____ supplied to the Government under the contract herein and such _____ have not been offered/sold by me/us to any person/private organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of _____ categories under stipulation specified in rate contract details of which are given below: “

6. General Terms and Conditions

6.1 Dispute Resolution

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

If the Bank project manager/director and vendor/OEM 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 vendor/OEM and Bank respectively.

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

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

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

6.2 Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and 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 Vadodara shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

6.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices 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 the facsimile was completed in full to the correct fax number or email sent to correct email address).

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

6.4 Force Majeure

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

6.5 Assignment

The vendor agrees that the vendor 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 vendor/OEM'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 vendor/OEM under this RFP.

6.6 Waiver

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

6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:

- ▶ Relates to the Disclosing Party; and
- ▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- ▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- ▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor/OEM.
- ▶ "Confidential Materials" shall mean all tangible materials containing Confidential Information,

including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.

- ▶ Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- ▶ Nothing contained in this clause shall limit vendor/OEM from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor/OEM shall at no point use the Bank's confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the vendor/OEM hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the vendor/OEM is bound to maintain the confidentiality.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- ▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipments provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- ▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
- ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in

such a way so as to prevent unauthorized access by any third party

- ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration / evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- ▶ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
 - e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure

- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Vendor/OEM may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers' or the Bank employees' personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

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

6.8 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/OEM at least 90 days prior notice in writing. It is clarified that the Vendor/OEM 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/OEM breaches any of its obligations set forth in this RFP and any subsequent agreement and

- ▶ Such breach is not cured within ninety (90) Working Days after Bank gives written notice; or
- ▶ if such breach is not of the type that could be cured within ninety (90) Days, failure by Vendor/OEM to provide Bank, within ninety (90) Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- ▶ This RFP 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.



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The Vendor/OEM understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor/OEM for the tenure of this RFP 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 RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Vendor/OEM shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RFP 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 RFP and subsequent Agreement, Bank shall pay to Vendor/OEM, within thirty (30) days of such termination or expiry, of the following:

- ▶ All the undisputed fees outstanding till the date of termination;

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

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

6.9 Publicity

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

6.10 Solicitation of Employees

The vendor/OEM 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.

6.11 Inspection of Records

All vendor/OEM 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/OEM 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.

6.12 Compliance with Laws

Compliance with all applicable laws: The vendor/OEM shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly / indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the vendor/OEM.

Compliance in obtaining approvals/permissions/licenses: The vendor/OEM shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government

Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor/OEM.

This indemnification is only a remedy for the Bank. The vendor/OEM is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.13 Order Cancellation

The Bank will provide the selected vendor/OEM 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/OEM 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/OEM.

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

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful vendor/OEM.
- ▶ 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 5% of the purchase order value inclusive of all taxes, duties, levies etc.
- ▶ Failure of the vendor/OEM make good the situation within the remedy period
- ▶ The selected vendor/OEM commits a breach of any of the terms and conditions of the RFP / contract.
- ▶ The selected vendor/OEM 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 RFP.

In case of order cancellation, any payments made by the Bank to the Vendor/OEM 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/OEM.

6.14 Indemnity

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

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

The Vendor/OEM shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- ▶ notifies the Vendor/OEM in writing as soon as practicable when the Bank becomes aware of the claim; and
- ▶ cooperates with the Vendor/OEM in the defence and settlement of the claims.

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

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



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

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Vendor/OEM; or
- ▶ any change, not made by or on behalf of the Vendor/OEM, to some or all of the software/deliverables supplied by the Vendor/OEM or modification thereof, provided the infringement is solely on account of that change ;

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Vendor/OEM.

6.15 Corrupt and Fraudulent Practices

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

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

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among vendor/OEMs (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.

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

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

6.15.4 Vendor/OEMs responding to this RFP need to sign the Integrity Pact (IP) as per attached Annexure XIX which will also be signed by Bank’s representative.

6.16 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/OEM from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.17 Transportation and Insurance

All the costs should include cost, insurance and freight (C.I.I). However, the Vendor/OEM has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the Vendor/OEM to all the equipment provided at the Bank site for the contract period. The Vendor/OEMs should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

The insurance for the equipment at the site shall be on "all risks" basis, including war risks, fire and theft and robbery clauses valid for the period of the contract. In case any loss or damage of any nature whatsoever occurs, the vendor/OEM shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s

6.18 Authorized Signatory

The selected vendor/OEM shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected vendor/OEM 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 vendor/OEM shall furnish proof of signature identification for above purposes as required by the Bank.

6.19 Service Level Agreement and Non Disclosure Agreement

The selected vendor/OEM shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected vendor/OEM shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment.

6.20 Right to Reject Bids

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

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

6.21 Limitation of Liability

Vendor/OEM'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/OEM's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor/OEM, 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 vendor/OEM as part of procurement under the RFP.

Under no circumstances BGGB shall be liable to the vendor/OEM for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BGGB 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/OEM.

6.23 Grievance Redressal

Any vendor/OEM who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to General Manager at ho@bardogujaratrrb.co.in. It may please be noted that the grievance can be filed by only that vendor/OEM who has participated in Procurement proceedings in accordance with the provisions of this RFP.