रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम, रेल मंत्रालय)

सूचीबद्ध व्यावसायिक सहयोगियों या **OEM** या **OEM** द्वारा अधिकृत भागीदार/वितरक में से भागीदार के चयन के लिए रुचि की अभिव्यक्ति

"नेटवर्क स्विच और सुविधा प्रबंधन सेवाओं की खरीद के लिए व्यावसायिक साझेदार का चयन।"

EoI

for

Procurement of Network Switches and Facility Management Services.

ईओआई नंबर: रेलटेल/डब्ल्यूआर/बीपीएल/बीओआई/2026-27/03 दिनांक: 29 अप्रैल 2026

प्लॉट नंबर 17, पहली मंजिल, रघुनाथ नगर, शाहपुरा पुलिस स्टेशन के पास,

भोपाल एमपी-462039

"रुचि की अभिव्यक्ति (ईओआई) सूचना"

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड,

प्लॉट नंबर 17, प्रथम तल,

रघुनाथ नगर, (शाहपुरा पुलिस स्टेशन के पास)

भोपाल एमपी - 462039

ईओआई नंबर: रेलटेल/डब्ल्यूआर/बीपीएल/ बीओआई/2026-27/03 दिनांक: 29 अप्रैल 2026

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, (जिसे आगे "रेलटेल" कहा जाएगा "**नेटवर्क स्विच और सुविधा प्रबंधन सेवाओं की खरीद के लिए व्यावसायिक साझेदार का चयन।"** के लिए रुचि की अभिव्यक्ति में भागीदारी हेतु दस्तावेज जारी कर रहा है। जो की रेलटेल के सूचीबद्ध भागीदारों या ओईएम या ओईएम के अधिकृत भागीदार/वितरक के लिए वैध है।

विवरण निम्नानुसार है:

1	बोलीदाताओं द्वारा ईओआई के विरुद्ध बोली प्रतिक्रिया पैकेट प्रस्तुत करने की अंतिम तिथि	**04th** मई 2026 को **05:00** बजे
2	ईओआई के बोली प्रतिक्रिया पैकेट का उद्घाटन	**04th** मई 2026 को **05:30** बजे
3	कार्य के दायरे के लिए प्रस्तुत की जाने वाली प्रतियों की संख्या	(Two)
4	ईएमडी राशि	Rs. 1,88,80,000/- (रुपये एक करोड़ अठासी लाख अस्सी हजार)
5	टेंडर फीस	Rs. 10000/- (रुपये दस हज़ार)

ईएमडी रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में होनी चाहिए और मुंबई में ऑनलाइन बैंक ट्रांसफर के माध्यम से देय होगी। पार्टनर को प्रस्ताव के साथ ऑनलाइन भुगतान हस्तांतरण विवरण जैसे यूटीआर नंबर, तारीख और बैंक को साझा करना होगा।

रेलटेल बैंक विवरण:
यूनियन बैंक ऑफ इंडिया,
खाता संख्या - 317801010036605,
IFSC कोड - UBIN0531782,
शाखा का नाम – महालक्ष्मी मुंबई शाखा

योग्य व्यावसायिक सहयोगी/ओईएम/ओईएम के अधिकृत साझेदार या वितरक को ईओआई दस्तावेज के लिए इस आमंत्रण से संबंधित सभी संचार निम्नलिखित नामित संपर्क व्यक्तियों के माध्यम से निर्देशित करना आवश्यक है:

स्तर:1 **संपर्क: श्री आनन्द कुमार**
पद: संयुक्त महाप्रबंधक/विपणन
ईमेल: anandnkn@railtelindia.com,
संपर्क: +91-9004444107

स्तर:2 **संपर्क: श्री पवन कुमार भार्गव**
पद: ईडी/टीएम/भोपाल
ईमेल: pavan@railtelindia.com

Note:

1. Empaneled partners/OEMs/authorized partner or distributor of OEMs are required to submit soft copy (password protected PDF) of bid response packet (separate for Technical bid and Financial Bid) through an e-mail at **bpltooffice@railtelindia.com** duly signed by Authorized Signatories with Company seal and stamp. **The size of both the files should not exceed 20 Mb.**

2. **The OEMs need not be prior empaneled Business Associates, given their proven technical prowess. However,** The EOI response is invited from eligible **Empaneled Partners of RailTel only in case of participation by Business Associates.**

3. The password will be sought at the time of opening of the bid response packet.

4. All the documents must be submitted with proper indexing and page no.

5. This is an **exclusive arrangement with empaneled business associate/OEMs/ authorized partner or distributor of OEM of RailTel for fulfilling the end customer requirements.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.

1. Introduction about RailTel

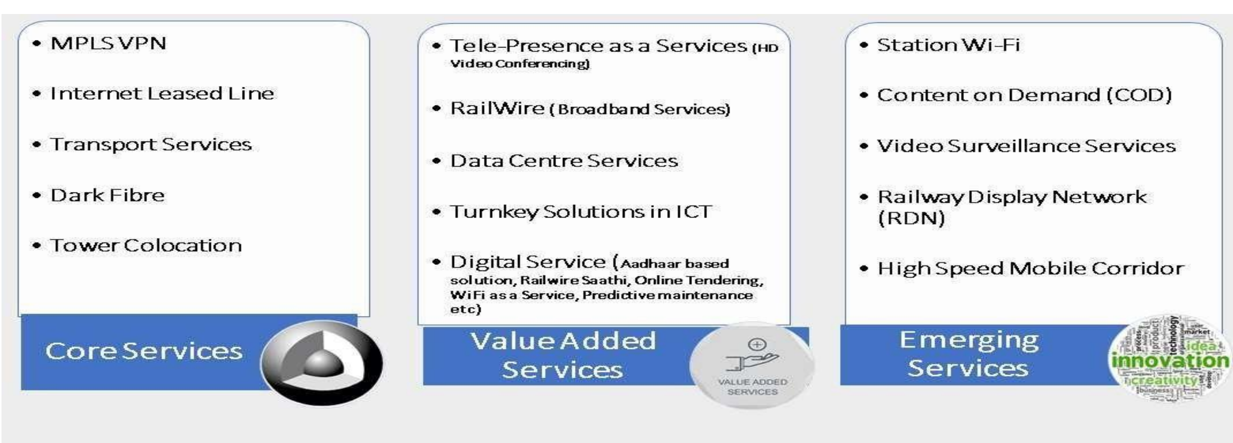
RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a **"Navratna"** company under Ministry of Railways, Government of India. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel has approximately 70000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High- Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:
Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) **Carrier Services**

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth& above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) **Enterprise Services**

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps& above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) **DATA CENTER** Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth& above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

d) **High-Definition Video Conference:** RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) **Retail Services – Rail-Wire**

Rail-Wire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and up-to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. Scope of Work

"नेटवर्क स्विच और सुविधा प्रबंधन सेवाओं की खरीद"

"Procurement of Network Switches and Facility Management Services".

In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of work area, the decision of the end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.

3. Response to EOI guidelines

3.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to bpltooffice@railtelindia.com.

3.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate/OEM/authorized partner or distributor of OEM or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

3.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studies the EOI document and should be submitted along with the bid.

3.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for 180 days from the date of submission.

3.5 Bidding Process

The bidding process as defined in para 9.

3.6 Bid Earnest Money (EMD)

3.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer**.**

3.6.2 Offers not accompanied with valid EOI Earnest Money Deposit and Tender Fee shall be summarily rejected.

3.6.3 EMD and Tender Fees will be deposited in the form of Online Bank Transfer.

3.6.4 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back-to-back basis.

3.6.5 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)

3.6.6 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable from Business Associate whichever is later.

3.6.6.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

3.7 Security Deposit / Performance Bank Guarantee (PBG)

3.7.1 In case the bid is successful, the PBG of requisite amount will have to be submitted to RailTel. (Fully Back-to-Back).

3.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

3.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel. No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

3. 10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

3. 11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

4. Pre-Qualification Criteria for Bidding Business Partner of RailTel

S No.	Particulars	Criteria for Tender Package
A)	**Financial Conditions**	
1	BA's LOA should not be expired on date of submission of proposal and should have at least 3 years of operations in India as on bid submission date.	1. Valid Empanelment letter issued by RailTel 2. Certificate of Incorporation 3. GST Registration 4. PAN Card
2	Average Annual Financial turnover of the bidder during last 3 financial years, ending 31st March 2025 of previous 3 financial year i.e. 2022-23, 2023-24, 2024-25 should be Rs. 225 Crore.	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI and extracts from the audited balance sheet and profit & loss for last three financial year. Positive Net Worth Certificate issued by the CA.
3	The Bidder should have Experience in Supply, Installation, commissioning, Maintenance & O&M of Network Switches and facility Management Services/LAN, WAN SITC having switches Router etc. One project worth at least Rs. 60 Cr. OR Two projects each costing Rs. 40 Cr. OR Three projects each costing Rs. 25 Cr.	PO copy and respective service completion certificate.
4	Bidder should not have been blacklisted by any State or Central Government as on the bid submission date.	Undertaking on company's letter head

S No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
B)	**Annexures**	
1	**Annexure 1**	**Covering Letter:** Self-certification duly signed by authorized signatory on company letter head.
2	**Annexure 2**	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted. Self-certification duly signed by authorized signatory on company letter head.
3	**Annexure 3**	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted / debarred by any Governmental / Non-Governmental Organization in India as on bid submission date.
4	**Annexure-4**	Format for Affidavit to be uploaded by BA along with the tender documents.
5	**Annexure-5**	Non-disclosure agreement with RailTel.
6	**Annexure-6**	BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.
7	**Annexure-7**	Power of Attorney **or** Board Resolution in favor of one of its employees who will sign the Bid Documents.
8	**Additional Documents to be Submitted**	Technical Proposal with overview of the project with strength of the Partner. (Refer to Annexure -6).

5. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

6. Evaluation Criteria

6.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.

6.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work.

6.3 RailTel reserves the right to further re-negotiate the prices with eligible L1 bidder. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.

6.4 RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI. RailTel also reserves the right to negotiate the price with the selected bidder.

6.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

7. Payment terms

7.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

7.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

8. SLA

The selected bidder will be required to adhere to the SLA matrix if/as defined by the end Customer. SLA breach penalty will be applicable proportionately on the selected bidder, as specified by the end Customer. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified by the customer. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

9. Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the PO/agreement/Work Order/RFP of the end customer.

Note: Depending on RailTel’s business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

Annexure 1: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

EoI Reference No: Date:

To,

Executive Director,
RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,
SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the ref. no. ______________ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs._________ issued vide__________________ from Bank ________________________________.

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking
Self-Certificate (To be on company letter head)

EoI Reference No: Date:

To,

Executive Director,
RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

1) Having examined the technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2) We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as

required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.

8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

Executive Director,
RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Subject: Undertaking for not Being Blacklisted/Debarred

We, Company Name , having its registered office at address hereby declares that that the Company has not been blacklisted/debarred by any Governmental / Non- Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the BA) **

I…………………………. (Name and designation) ** appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s_(hereinafter called the BA) for the purpose of the EOI documents for the work of as per the EOI No.

_of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.

2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.

3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.

4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA) **_and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE
OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT SEAL AND SIGNATURE
OF THE BA

Place:
Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.

Annexure-5: Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "***Agreement***") is made and entered into on this day of , 2024 (the "***Effective Date***") at_. By and between
RailTel Corporation of India Limited, **(CIN: L64202DL2000GOI107905),** a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as **'RailTel')**, which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And
) (CIN:), a company duly incorporated under the provisions of Companies Act,_having its registered office at
, (hereinafter referred to as **''),** which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART
RailTel and shall be individually referred to as "Party" and jointly as "Parties"
WHEREAS, RailTel and , each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "***Information***");
WHEREAS, the Parties have initiated discussions regarding a possible business relationship for . WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "***Disclosing Party***") to the other Party (each Party, in such receiving capacity, the "***Receiving Party***") subject to the terms and conditions of this Agreement.
NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:
Permitted Use.
Receiving Party shall:
hold all Information received from Disclosing Party in confidence; use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "***Representatives***") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate: is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party; at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party; is approved for release by written authorization of Disclosing Party; or is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

Designation.
Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.
Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.
No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.
Return or Destruction of Information.
All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:
termination of this Agreement; expiration of this Agreement; or
Receiving Party's determination that it no longer has a need for such Information.
Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.
Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally; by overnight courier, upon written verification of receipt; or by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: Address:_
Phone:
Email.:

Attn: Address:
Phone:
Email:

<u>Term, Termination and Survivability</u>.

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:
In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
not apply to any materials or information disclosed to it thereafter.

<u>Governing Law and Jurisdiction</u>. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

<u>Counterparts</u>. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

<u>No Definitive Transaction</u>. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "***<u>Final Agreement</u>***"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

Settlement of Disputes:
The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

CONFIDENTIALITY OF NEGOTIATIONS
Without the Disclosing Party’s prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

REPRESENTATION
The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

ASSIGNMENT
Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

NO LICENSE
Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20: **UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

_agrees and acknowledges that , its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity. IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

_: RailTel Corporation of India Limited:

By By Name: Name:
Title: Title:

Witnesses

Annexure-6

RFP - "Procurement of Network Switches and Facility Management Services".

यह, “रुचि की अभिव्यक्ति” दस्तावेज सूचीबद्ध व्यावसायिक सहयोगियों या OEM या OEM के अधिकृत भागीदार/वितरक में से भागीदार के चयन के लिए लिए **“नेटवर्क स्विच और सुविधा प्रबंधन सेवाओं की खरीद के लिए व्यावसायिक साझेदार का चयन।”**

इसके बाद अंतिम ग्राहक से आने वाले सभी सूचना/संवाद/नियम चयनित भागीदार पर भी लागू होंगे।

कृपया सम्पूर्ण दस्तावेज को ध्यानपूर्वक पड़े एवं जिम्मेदारी पूर्ण तरीके से प्रस्ताव जमा करे।

भवदीय,

(आनन्द कुमार)
संयुक्त महाप्रबंधक/विपणन/रेलटेल

बिड संख्या/Bid Number: GEM/2026/B/7404775
दिनांक /Dated: 01-04-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	22-04-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Financial Services
संगठन का नाम/Organisation Name	Bank Of India
कार्यालय का नाम/Office Name	Head Office
वस्तु श्रेणी /Item Category	Hiring of Agency for IT Projects- Milestone basis
अनुबंध अवधि /Contract Period	5 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	4700 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes | Partial | Turn over value - 2400 (in lakhs)
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes | Partial | Turn over value - 2400 (in lakhs)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	18880000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	66

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

General Manager
Bank of India, Head Office, Information Technology (G&E) Department, PNB-BOI Tower, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400051

(Bank Of India)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

PRICE ALLOCATION - 1775043212.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1775047260.pdf

Payment Terms:1775047214.pdf

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Clause no 2.13.4 parameter no 1	15	12	View File

Clause no 2.13.4 parameter no 2	9	3	View File
Clause no 2.13.4 parameter no 3	4	4	View File
Clause no 2.13.4 parameter no 4	4	3	View File
Clause no 2.13.4 parameter no 5	3	3	View File
Clause no 2.13.4 parameter no 6	20	10	View File
Clause no 2.13.4 parameter no 7	10	5	View File
Clause no 2.13.4 parameter no 8	15	10	View File
Clause no 2.13.4 parameter no 9	20	20	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Presentation Venue: Bank of India
Head Office
Information Technology Department
PNB BOI Tower, G Block,
Bandra-Kurla Complex, Bandra (East),
Mumbai -400051

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	**प्री-बिड स्थान/Pre-Bid Venue**
07-04-2026 15:00:00	Bank of India Head Office Information Technology Department PNB BOI Tower, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai -400051

Hiring Of Agency For IT Projects- Milestone Basis (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	**मूल्य/ Values**
कोर / Core	
Scope of Work	AS PER RFP
Resources Needed	As specified in Scope of work
Deployment of core team	Onsite
Deliverables / Timelines	AS PER RFP
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

---

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Amit Bhanu Pradhan	400051,C-5, G Block BKC, Bandra Kurla Complex, Bandra East, Mumbai,	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

BANK OF INDIA, HEAD OFFICE
INFORMATION TECHNOLOGY DEPARTMENT

REQUEST FOR PROPOSAL

FOR

RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

S.N	Particulars	Remarks
1	Contact details of issuing department	Name: Binay Mehta Designation: Chief Manager E-mail:HeadOffice.ITProc@bankofindia.bank.in Address: Head Office, Bank of India
2	Bid Document Availability including changes/amendments if any to be issued	RFP may be downloaded from Bank's website and GeM Portal
3	Last date for requesting clarification	As per GeM Bid Document (All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail)
4	Pre-bid Meeting	As per GEM Bid Document
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank	As per GEM Bid Document
6	Last date and time for Bid submission	As per GEM Bid Document
7	Address for submission of Bids	As per GEM Bid Document
8	Date and Time of opening of Technical Bids	As per GEM Bid Document
9	Opening of Indicative Price Bids	As per GEM Bid Document
10	Reverse Auction	No
11	Earnest Money Deposit	₹ 1,88,80,000
12	Bank Guarantee	5% of the total project cost.

Table of Contents

DISCLAIMER 7
Abbreviations 9
SECTION 1: RFP SUMMARY 10
1.1 Introduction 10
1.2 Project Overview 10
1.3 Invitation to Bid 10
1.4 Availability of the Bid Document 11
1.5 Eligibility Criteria for Participation 11
1.6 Purchase Preference Policies of the Government 11
1.7 Submission of Bids: 11
1.8 Bid Opening 12
1.9 Rights of Bank 12
1.10 Shortfall documents 12
SECTION 2: INSTRUCTIONS TO BIDDERS (ITB) 13
2.1 Scope of Work: 13
2.2 Eligibility Criteria: 27
2.3 Preference to Make in India, Order 2017 (PPP-MII Order) 32
2.4 Purchase Preference to MSE 34
2.5 Support to Start-up Enterprises 34
2.6 Land Border Clause 35
2.7 Cost of Bid Document 35
2.8 Bidding Documents 35
2.9 Clarification and Amendments on RFP 36
2.10 Pre-Bid Meeting 36
2.11 Preparation of Bid: 36
2.13 Bid Evaluation 43
2.14 Selection Criteria 51
2.15 Contacting the Bank: 52
2.16 Award of Contract 53
2.17 Notification of Award 53
2.18 Signing of Contract: 53
2.19 Contract Duration 54
2.20 Bank’s right 54
2.21 Code of Integrity 54
2.22 Debarment/ Banning: 55

SECTION 3: GENERAL CONDITIONS OF CONTRACT (GCC) 57
3.1 Interpretation 57
3.2 Definitions: 57
3.3 Service Level Agreement (SLA): 58
3.4 Contract Amendment: 58
3.5 Contract Assignment 58
3.6 Confidentiality: 59
3.7 Intellectual Property Rights 60
3.8 Performance Security / Performance Bank Guarantee 61
3.9 Inspection and Testing 61
3.10 Manuals 62
3.11 Terms of Delivery and Delays 62
3.12 Acceptance Tests and Certificates 66
3.13 Incidental Services 67
3.14 Training 67
3.15 Warranty/ Guarantee 67
3.16 Penalty 68
3.17 Payment 70
3.18 Prices 72
3.19 Termination 72
3.20 Consequences of Termination 74
3.21 Force Majeure 74
3.22 Resolution of Disputes 75
3.23 Compliance with Applicable law 75
3.24 Violation of Terms 76
3.25 Publicity 76
3.26 Variation: 77
3.27 Governing Language 77
3.28 Applicable Law 77
3.29 Addresses for Notices 77
3.30 Taxes and Duties 77
3.31 Vendor’s Integrity 78
3.32 Vendor’s obligations 78
3.33 Site Preparation and Installation 81
3.34 Right to Use Defective Product 81
3.35 Repeat Orders 81
3.36 Order Cancellation 81

3.37 Indemnity 82
3.38 Independent External Monitors (IEM) 83
3.39 Transition 83
3.40 Reverse Transition 83
3.41 Abnormal low bid prices/ predatory pricing 84
3.42 Inspection and Audit 84
3.43 System Integration Testing & User Acceptance Testing: 86
3.44 Country of origin 86
3.45 Sub-contracting: 86
3.46 Insurance: 86
3.47 Conflict of Interest: 86
3.48 Data Protection 87
3.49 Data Localization: 87
3.50 Information Security 87
3.51 Adherence to the Cyber Security Policy 88
3.52 Waiver of Rights: 88
SECTION 4: SCHEDULE OF REQUIREMENT 89
SECTION 5: TECHNICAL SPECIFICATIONS AND QUALITY ASSURANCE 90
SECTION 6: BID FORM, PRICE SCHEDULES AND OTHER FORMATS 98
FORMAT 6.1(a): BID FORM (TECHNICAL BID) 99
FORMAT 6.1(b): BID FORM (PRICE BID) 101
FORMAT 6.2: NON-DISCLOSURE AGREEMENT 103
FORMAT 6.3: PRICE SCHEDULE PART I: 107
FORMAT 6.3: PRICE SCHEDULE PART II: 109
FORMAT 6.3: PRICE SCHEDULE Part III: 111
FORMAT 6.3: PRICE SCHEDULE PART IV: 113
FORMAT 6.4(a): BID SECURITY FORMAT 115
FORMAT 6.4(b): BID SECURITY DECLARATION 118
FORMAT 6.5: CONTRACT FORM 119
FORMAT 6.6: Format for Performance Bank Guarantee (PBG) 120
FORMAT 6.8 MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM 123
FORMAT 6.9: PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF THE SOLUTION 125
FORMAT 6.10: ORGANISATIONAL PROFILE 127
FORMAT 6.11: SERVICE SUPPORT DETAILS FORM 128
FORMAT 6.13: BILL OF MATERIAL 129
FORMAT 6.14: UNDERTAKING FOR SUPPORT SERVICES 130

FORMAT 6.15: COMPLIANCE STATEMENT 131
FORMAT 6.16: CONFIRMITY TO ELIGIBILITY CRITERIA 132
FORMAT 6.17: ONSITE DEPLOYMENT INTRODUCTION LETTER 138
FORMAT 6.18 PRE-CONTRACT INTEGRITY PACT 139
FORMAT 6.19: UNDERTAKING OF INFORMATION SECURITY COMPLIANCE 149
FORMAT 6.20: KNOW YOUR EMPLOYEE (KYE) COMPLIANCE 150
FORMAT 6.21: UNDERTAKING OF AUTHENTICITY OF SOLUTION (HARDWARE AND SOFTWARE) 151
FORMAT 6.22: SELF-DECLARATION OF NON-BLACKLISTING 153
FORMAT 6.23: ESCALATION MATRIX OF ALL VERTICALS 154
FORMAT 6.24: UNDERTAKING OF EXPERIENCE OF INSTALLATION AND SUPPORT OF PROPOSED SOLUTIONS 155
FORMAT 6.25: UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE RFP 156
FORMAT 6.26: SOFTWARE INTEGRITY CERTIFICATE 157
FORMAT 6.27: UNDERTAKING FOR SOURCE CODE (SAST/DAST) AND APPLICATION SECURITY TESTING 162
FORMAT 6.28: PROJECT PLAN 163
FORMAT 6.29: CHECKLIST 164
FORMAT 6.30: FORMAT FOR SUBMISSION OF PRE-BID QUERIES 166
FORMAT 6.31: SERVICE REFERENCES 167
FORMAT 6.32: FORMAT FOR LOCAL CONTENT 168
FORMAT 6.33: Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017 169
FORMAT 6.34 UNDERTAKING FOR COMPLIANCE 172
FORMAT 6.35: UNDERTAKING FOR LABOUR LAW 173
FORMAT 6.36: PERFORMANCE CERTIFICATE 174

DISCLAIMER

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

ii. This Request for Proposal document ("RFP document" or "RFP") has been prepared solely for the purpose of enabling Bank of India ("Bank") to select a vendor for the **RFP for Procurement of Network Switches and Facility Management Services.** This RFP is neither an agreement nor an offer and it is only an invitation by the Bank to the interested parties for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the successful Bidder.

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be intimated or made accessible to all Bidders on the official website of the Bank and on GeM Portal. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by Bank of India.

iv. The Bank and its employees make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

vi. The Bidder 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. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder’s risk and may result in rejection of the Bid.

vii. Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Successful Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

viii. Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than 7 calendar days prior to the due date for lodgement of Response to RFP.

ix. The hard copies of the Integrity Pact (on Rs.500/- stamp paper), Non-Disclosure Agreement (on Rs.1000/- stamp paper), EMD/Bid Security Declaration (on Rs.500/-stamp paper) should be delivered to the address mentioned in Invitation to Bid with acknowledgement due so as to reach by the next working day of last date of bid submission

Abbreviations

AMC	Annual Maintenance Contract
ATS	Annual Technical Services
BG	Bank Guarantee
BS	Bid Security
COTS	Commercial off the shelf
DD	Demand Draft
DR	Disaster Recovery
EMD	Earnest Money Deposit
EOL	End of Life
EOS	End of Support/Service
GST	Goods and Service Tax
GeM Portal	Government e Marketplace Portal
IDAM	Identity and Access Management
IFB	Instruction for Bidders
INR	Indian Rupee
ITB	Invitation to Bid
MSE	Micro and Small Enterprise
NAC	Network Access Control
NEFT	National Electronic Fund Transfer
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
OCR	Optical Character Recognition
PO	Purchase Order
PBG	Performance Bank Guarantee
RFP	Request for Proposal
RPO	Recovery Point Objective
RTGS	Real Time Gross Settlement
RTO	Recovery Time Objective
SI	System Integrator
SP	Service Provider
GCC	General Conditions of Contract
SCC	Special Conditions of Contract
UAT	User Acceptance Test
VAPT	Vulnerability Testing and Penetration Testing

SECTION 1: RFP SUMMARY

1.1 Introduction

Bank of India, is a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at Bank of India, Star House, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, India, (hereinafter referred as "The Bank"). It is a leading public sector undertaking, with a network of more than 5100 domestic branches in India and around 60 Branches, Offices, JVs and Subsidiaries abroad. Domestic Branches network is being administered in three tier administrative structure i.e. Zonal Offices [69], Field General Manager Offices (FGMOs) [13] and Head Office. Bank is offering full range of commercial banking activities including Retail, wholesale, Foreign Exchange, Treasury Operations, SME, MSME, Large Credit, Infrastructure Finance, various banking services through other Alternative Channels like ATMs, CMS, Card Products etc.

1.2 Project Overview

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of India (also mentioned as 'Bank' in this RFP) for the following:

a) Procurement of network switches for Head Office, Data Centre (DC) and Branches with 3- years warranty and 2- years Annual Maintenance Contract (AMC).

b) Facility Management Services (FMS) support for Head Office and Data Centre locations for a period of 5 years.

1.3 Invitation to Bid

a) Bank invites online bids from eligible Bidders for this RFP as per the details/ scope of work mentioned in this RFP document.

b) Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **clause 2.2** of this RFP and willing to provide the services, products and goods as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

c) The RFP document contains statements derived from information that is believed to be 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 Bank of India in relation to the provision of services. Neither Bank of India nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

d) This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide the proposed **Procurement of Network Switches for Head Office, Data Centre & Branches with 3 years' warranty & 2 years AMC; and Facility Management Services (FMS) support for Head Office and Data Centre Locations for a period of 5 years,** adhering to Bank's requirements outlined in this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion.

e) This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

1.4 Availability of the Bid Document

The Bid Document shall be published on the GeM Portal/ Bank's Website. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in the Schedule of Events herein below. Unless otherwise stipulated in this RFP, Bid Documents can be downloaded free of cost. Any query/ clarification regarding downloading Bid Documents and uploading Bids on the GeM portal may be addressed to Bank of India at the contact details mentioned below:

The General Manager,
Bank of India,
Information Technology Department,
Head Office, Star House-3,
10th Floor, C-29, G Block, PNB-BOI Tower,
Bandra Kurla Complex, Bandra (E),
Mumbai, Maharashtra, PIN – 400051
Phone: 022 6917 9371
Email Id: headoffice.itproc@bankofindia.co.in

1.5 Eligibility Criteria for Participation

Subject to clause 2.2 of this RFP, participation is open to all bidders who fulfil the Eligibility and Qualification criteria. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

1.6 Purchase Preference Policies of the Government

Bank of India reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.) as described in this RFP.

1.7 Submission of Bids:

Bids along with mandatory document described in the RFP must be uploaded on the GeM portal till the deadline for submission mentioned in the Schedule of Events. No manual Bids shall be made available or accepted for submission. Bidder must comply with the conditions of the GeM portal, including registration, compatible Digital

Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

1.8 Bid Opening

Bids received shall be opened online at the specified date and time given in the Schedule of Events. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

1.9 Rights of Bank

The issue of the RFP does not imply that Bank of India is bound to select bid(s). Bank of India reserves the right without assigning any reason to

i. reject any or all of the Bids, or
ii. cancel the RFP, or
iii. abandon the procurement; or
iv. Cancel the Purchase Order
v. issue another RFP for identical or similar Goods

1.10 Shortfall documents

Bidders are advised to submit, all the documents related to experience and Certifications mandatorily at the time of bid submission, in conformity to related to Eligibility criteria and checklist. Bank will not consider and accept any additional references or certifications though available earlier, but not submitted at time of bid submission. Bid will be evaluated based on documents submitted at the time of bid submission only. Bank may seek additional documents / clarification in the gem portal after the submission of the bid, only in relation to already submitted documents.

SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

2.1 Scope of Work:

2.1.1 Supply, installation, configuration, implementation, IP migration and maintenance of 7,300 network switches for Head Office, Data Centre and Branch location with 3- years warranty & 2- years AMC.

a) The bidder is required to carry out the installation, configuration, implementation, IP migration and customization as applicable including supply, installation, and testing of solution etc.

b) The details of 7300 switches to be supplied are as under:

Sl. No.	Name of the items	DC & Branches	Head Office	Quantity
1	Stackable Floor Switches 48 port with 4*1 Gig POE	72	22	94
2	Stackable Floor Switches 48 port with 4*10 Gig POE	72	21	93
3	L2 Switch- Non-stackable - Non-POE-24 ports 1 G Copper and 4 nos. of SFP based ports	7113	0	7113
	Total	**7257**	**43**	**7300**

c) The Bidder shall be responsible for the supply, delivery, and installation of the ordered manageable network switches in accordance with the RFP and Technical Specifications. The scope shall cover transportation, transit insurance, local delivery, storage, and installation insurance until acceptance by the Bank; unmounting of existing hardware, mounting of new switches, structured cabling with proper tagging, installation, commissioning, integration, migration and acceptance testing; training of Bank staff and submission of complete documentation; and provision of warranty and annual maintenance services as per contractual terms.

d) The Bidder shall manage the switches for a period of 5 years i.e. 3 years during warranty and 2 years during Annual Maintenance Contract period (AMC). Warranty of the device will start from the date of installation of that device.

e) The successful bidder is required to deliver switches at the Bank’s required locations. List of locations will be shared with Empanelled Bidder. The Bidder shall be responsible to make arrangement of Road permits, etc. if any for the delivery and installation of the switch. The documents required, if any from bank side, for obtaining such permits shall be arranged by Head Office/ FGMOs/ Zonal Offices/ admin offices after justifying the requirement in writing from Bidders.

f) The bidder shall study and understand the existing setup at Head Office, FGMOs, Zones, Branches & Offices. The Bidder to prepare detailed implementation plan for integration. The bidder shall ensure that integration should be seamless and within stipulated timelines.

g) The bidder shall work in coordination with existing Network Integrator of the Bank for getting the necessary configuration, for assigning IP address to switches for seamless migration, operationalization and maintenance of switches. In case, if any switch goes faulty due to reasons non attributable to bank the Vendor is required to replace the switch of same or higher version at no additional cost to the Bank.

h) The Bidder is responsible for migrating the branch network switches from the public IP addressing to the private IP addressing (RFC1918). The switches to be configured as per the 10. Series* IP.

- End- to- end assessment of public to private IP address design, implementation, testing, migration, rollback planning and post- migration support.

- The bidder shall review existing IP addressing, identify public IP usage, document NAT, firewall, DNS, and VPN dependencies, and submit a current-state assessment report.

- The bidder shall propose a private IP addressing plan, prepare a VLAN sub-netting scheme, ensure scalability with no IP overlap, and submit HLD and LLD documents.

- The bidder shall update router and switch configurations, modify firewall NAT and ACL rules, and update DNS mappings where required.

- Bidder technician/ engineer need to visit branch/ offices in person for making changes in switches IP/ console access and confirm if all endpoints connected to the switches are running in order on new configured IP.

- Bidder to perform migration activity in non- business hours of branch/ administrative offices, validate CBS, ATM, WAN, and LAN connectivity, and obtain branch sign-off. Bidder to ensure that implementation team visiting branches/administrative offices or deployed for configuration at DC end for switches installation/configuration will be in addition to the operation team/regular FMS deployed at DC/BKC locations.

- The bidder shall conduct connectivity, routing, security, and monitoring validation to ensure successful migration.

- The bidder must maintain configuration backups and provide a rollback procedure to restore services immediately if migration fails.

- The bidder shall provide an assessment report, HLD and LLD documents, an IP allocation sheet, and a migration report.

i) The proposed switches should operate within a heterogeneous environment of network devices from multiple OEMs (e.g. Switches, Security Solutions etc.). Bidder shall be responsible to carry out all required changes/ configurations as per requirement of the

Bank at no extra cost to the Bank. In case the supplied switches are unable to operate in heterogeneous environment of Bank, then Vendor will take back all the equipment's and supply new equipment's compatible with heterogeneous environment. In such case Bank will not bear any additional cost.

j) The switches proposed by the Bidder shall be fully compatible with the Network Access Control (NAC) solution currently deployed by the Bank, namely HP Aruba ClearPass. To demonstrate compliance, the Bidder must submit a published technical document issued either by the Original Equipment Manufacturer (OEM) or the NAC solution provider. The Bank reserves the right to verify such documentation, including confirmation or certification by the OEM in the Manufacturer's Authorization Form (MAF), during the technical bid submission process.

k) The Bidder shall be responsible for proper tagging and labelling of all cables, and for providing cage nuts, clamps, cable ties, and other necessary accessories to ensure secure mounting, structured cabling, and effective cable management. The Bidder shall ensure neat installation with proper airflow in accordance with industry standards, maintain clear documentation of cabling and port mappings, and verify connectivity to confirm the proposed solution is fully functional.

l) The Bidder shall provide all necessary and suitable power cords, patch cords, and related accessories for the proposed devices and equipment. Such cords must be fully compatible with the existing power infrastructure at each respective location to ensure seamless installation and operation.

m) The bidder should mandatorily backline all equipment/ products/ components/ software- upgrades etc. with the respective OEMs for service support- line items. The bidder should have a back to back contract with OEMs from the date of acceptance up to end of the contract period for each device in the name of the Bank. The bidder will be required to provide a proof of back lining, in form of an email confirmation or in form of other document acceptable to bank.

- The contract should be back lined with OEM for the complete contract period (five years from date of acceptance- this may be further extendable for two more years). The bidder shall be required to provide a proof of back-lining, in writing in the form of an e-mail/ letter confirmation, from the OEM within 45 days from the date of Purchase Order, before any payment what so ever can be released by the Bank. SLA will be applicable for delay in providing proof of blacklining within the stipulated timeline.

- Login-IDs shall be created by the bidder for bank team for logging into the OEMs portal for the support and logging/ viewing the status of calls/ TAC cases raised by/ for the Bank.

- The above contract shall be executed by the bidder with OEM without any cost to the Bank and without any future obligation to bank after the contract duration as mentioned in the RFP. Reference copy of such agreement shall be submitted to bank by the bidder.

n) The bidders shall ensure that solution should support all the existing applications of

Bank and also any other application which bank implements in future.

o) The Bidder shall ensure to:

- configure the solution as per the Secure Configuration Document (SCD) and as per IS policy of the Bank and preserve/record the same,

- configure the new devices as per bank's existing setup as bank is replacing existing devices by new devices, the syntax/ policies/ access rules/ routes/ NAT/ Object group etc. of existing devices needs to be checked properly and converted as per the new devices configuration format.

- Provide, install Software/ Firmware/ OS/ Signature updates and upgrades to fix/ mitigate security vulnerabilities, define actions on signatures, firewall rule review at no cost to the Bank within one week as and when any advisory released/ suggested by the OEM/ competent authority/ organization/ Bank during the validity of the contract period.

- Mitigate various audit points, Compliance and Mitigation of VA/PT points at no cost to the Bank within one week as and when any advisory released/ suggested by competent authority/ organization/ Bank at any point of time during the validity of the contract period.

- Take prompt action on the advisories shared by the Bank at any point of time during the validity of the contract period.

p) The Bidder shall extend all required support to Bank and/ or bank designated Service Integrator and shall be responsible for all required configurations/ configurations changes (e.g. to achieve active- active links scenario for branches/ offices using various technologies e.g. SDWAN, DMVPN, IPv6 migration) in these new Network Switches and in Bank's Existing Core devices in Bank's Head Office, Branches and Data Centre if required at any stage during the contract period.

q) Bank may conduct acceptance testing process (ATP) on the offered switches in live/ UAT environment of the Bank to ascertain the functional quality as per the technical specification mentioned in the RFP. During Technical evaluation, two number of switches of the offered make and model is to be supplied by the Bidder free of cost on returnable basis to the Bank for ATP. Bank will examine the switches particularly considering the compatibility with NAC solution deployed in the Bank. The Bidder will be technically qualified only if the switches found compatible with NAC and working in Banking environment.

r) The Bidder shall closely coordinate with Bank or Bank designated SI and extend all required support in designing any new network solution, expansion of network as and when required and also for the network architecture/ wireless LAN controller refresh during the contract period without any extra additional cost to the bank in a time bound manner after intimation to the bidder by Bank or Bank designated SI. The bidder shall submit the requirements along with proper justification. The report should contain the recommendation as per regulatory guidelines and best standard industry practice while considering scalability as well as provisioning of future requirements including bandwidth/ device requirement of various applications. The bidder shall have to handover the system to the Bank or Bank designated SI in 100% working condition on termination or at the end of the contract.

2.1.2 Facility Management Services (FMS) Support for Head Office and Data Centre Locations for a period of 5 years.

The bidder has to provide Facility Management services at Bank of India Head Office and Data Centre by deploying the professionals to support 24x7x365 days basis with shifting duty hours for managing the network devices.

Facility Management services include but not limited to the following:

a) Overall proactive Monitoring and management of the network devices and related services on all applicable sites.
b) Overall monitoring and management of the project during and after installation for the full period of contract.
c) Coordination for delivery/ installation of new hardware in stipulated time frame.
d) Ensure reliable, secure, and high- performance network operations.
e) Maintain compliance with industry standards and organisational policies.
f) Real- time alerts for outages, bandwidth bottlenecks, or abnormal traffic.
g) Performance tracking (latency, jitter, packet loss, throughput).
h) Security monitoring for intrusion attempts, malware, or unauthorized access.
i) Onsite team management and proactive response.
j) Co-ordinate with all Teams for follow-up for open tickets & activities.
k) Resolving technical issues & lodge tickets with OEM, have follow-up for long pending calls.
l) Checklist for frequent incidents/ tickets to be prepared and SOP for the same to be circulated to minimize the productivity loss of end users.
m) Configuration management of routers, switches, firewalls and access points.
n) Patch management, firmware upgrades, signature upgrade and vulnerability remediation.
o) Backup and restoration of network configurations.
p) Do quarterly preventive health check and Version Upgrade for devices under their preview.
q) Crisis Management and Emergency Response Procedures.
r) Troubleshooting and resolution of incidents with root cause analysis.
s) Installation, mounting and configuration of network hardware (routers, switches, servers, cabling etc.).
t) Integration with existing systems and applications.
u) Testing for performance, redundancy, and failover mechanisms.
v) Safe removal of outdated or redundant network equipment.
w) Documentation of network diagram, IP schema, and configuration details.
x) Handover with training and knowledge transfer to operations team.
y) Various audit point compliance.
z) VA/PT Compliance.
aa) Secure configuration of devices as per OEM/ industry standards and bank policy.
bb) Change Management as per regulatory/ business requirement.
cc) Buffer arrangement: The selected Bidder shall ensure and maintain enough provisions of additional manpower for managing the absence of any resources due to whatsoever reasons. (Like company policy, work- hour limitations, leave, sickness, recess, interval,

training, etc.)

dd) The Bank may also reduce the manpower requirements during the project duration if workloads reduce due to any reason and Bank may distribute resources as per operational requirements

ee) SLA Maintenance/ Management, monthly Uptime reports, bandwidth utilization reports & interface utilization/ reporting of all the routers.

ff) Submission of periodical reports on the performance of the equipment's and its reviews.

gg) Bidder has to ensure the required uptime of 99.99% on quarterly basis. If any additional /resources are required to maintain the uptime of 99.99%, the bidder has to provide without any extra cost to the Bank.

hh) The following are the minimum resources to be deployed by each bidder to provide onsite facility Management for each of the shift at any time.

ii) The scope of is not limited to above only. Bank shall assign any other work based on the related requirement to the FMS.

jj) FMS shall be entered into by the Bank, at its sole discretion.

kk) Bank at its discretion can terminate the FMS contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving three months or 90 days' notice and applicable amount, on pro-rata basis, for the service rendered shall be payable.

A. For Head Office Facility Management Support:

<table>
<tr><th>Location</th><th>Facility Management</th><th>Essential qualification & Experience</th></tr>
<tr>
<td>Operation Centres/ Centralized locations</td>
<td>Bidder has to depute resources Seven (07) Level 1 (L1) engineers/ resources and two (02) Level 2 (L2) engineers/ resources in shift schedule given in below table. Facility management is required for 24x7x365.
<table>
<tr><th><u>SN</u></th><th><u>Shift Timing</u></th><th><u>Number of Resources</u></th></tr>
<tr><td>1</td><td>6:00 AM to 2:00 PM</td><td>L1- 2</td></tr>
<tr><td>2</td><td>2:00 PM to 10:00 PM</td><td>L1- 2</td></tr>
<tr><td>3</td><td>10:00 PM to 6:00 AM</td><td>L1- 1
L2- 1</td></tr>
<tr><td>4</td><td>10:00 PM to 6:00 AM</td><td>L1- 2
L2- 1</td></tr>
</table>
* The Bank reserves the right to deploy the resources at its own discretion.</td>
<td>i. Minimum qualification for L1 resources: BE/ BTECH/ MCA with more than 2-year experience in networking with CCNA or equivalent global certification. OR
Any graduate with more than 3-year experience in networking with CCNA or equivalent global certification.

ii. Minimum qualification for L2 resources: BE/ BTECH/ MCA with more than 4-year experience in networking with CCNP (Both Papers certified). or equivalent global certification. OR
Any graduate with more than 6-year experience in networking with CCNP (Both Papers certified). or equivalent global certification.</td>
</tr>
</table>

B. For Data Centre Facility Management Support:

Location	Facility Management	Essential qualification & Experience

<table>
<tr>
<td>Operation Centres/ Centralized locations</td>
<td>Bidder has to depute resources Five (05) Level 1 (L1) engineers/ resources and Three (03) Level 2 (L2) engineers/ resources and Team Leader in shift schedule given in below table and <u>Team Lead (L3)</u> shall be in general Shift for facility management and other services as mentioned in this RFP. Facility management is required for 24x7x365.
<table>
<tr><th><u>SN</u></th><th><u>Shift Timing</u></th><th><u>Number of Resources</u></th></tr>
<tr><td>1</td><td>6:00 AM to 2:00 PM</td><td>L1- 1
L2- 1</td></tr>
<tr><td>2</td><td>2:00 PM to 10:00 PM</td><td>L1- 1
L2- 1</td></tr>
<tr><td>3</td><td>10:00 PM to 6:00 AM</td><td>L1- 2
L2- 1</td></tr>
<tr><td>4</td><td>10:00 AM to 6:00 PM</td><td>L1- 1</td></tr>
<tr><td>5</td><td>10:00 AM to 6:00 PM</td><td>L3- 1</td></tr>
</table>
* The Bank reserves the right to deploy the resources at its own discretion.</td>
<td>i. Minimum qualification for L1 resources BE/ BTECH/ MCA with more than 2-year experience in networking with CCNA or equivalent global certification. OR
Any graduate with more than 3-year experience in networking with CCNA or equivalent global certification

ii. Minimum qualification for L2 resources BE/ BTECH/ MCA with more than 4-year experience in networking with CCNP (Both Papers certified). or equivalent global certification. OR
Any graduate with more than 6-year experience in networking with CCNP (Both Papers certified). or equivalent global certification.

iii. Minimum qualification for L3 should be B.E / B. TECH/ MCA with 8-year experience in networking field or higher experience in IT field and CCNP (Both Papers certified) or equivalent global certified.</td>
</tr>
</table>

2.1.3 Requirements from Bidders

i. The Bidder (Service Provider) should provide time bound solution/ plan for project implementation as well as regular support and maintenance and bidder shall provide the updated escalation matrix for the same and promptly intimate and update to bank upon any change in escalation matrix provided to the bank.

ii. The Bidder should ensure that End-to-End QoS configured (prioritization of the traffic, partitioning of bandwidth for applications etc.).

iii. The Bidder shall clearly state all assumptions made during the design of the proposed solution and shall provide a detailed design document explaining each component, its functionality, and integration within the overall system.

iv. The Bidder should give supporting document with technical details to assure reliability and capability of delivering the network to meet the requirements.

v. All the Switches offered against this RFP should have compatibility with existing devices in Bank of India Network otherwise solution will be treated as non-responsive.

vi. The Bidder shall provide full support for any Proof of Concept (POC), demonstration, or site visit conducted by the Bank's team for technical evaluation, inspection, and assessment of the proposed solution.

vii. Bidder shall have operational Service support centres managed by its own staff at Mumbai in India operational as on bid date. The list of support centres containing Office Address, Telephone numbers, contact person etc. shall be submitted at the time of bid submission.

viii. The bidder shall also integrate devices supplied under the RFP with our help desk operation, trouble ticketing (Pro-active/ Complaints), call escalation, resolution procedure for attending downtime for each location as per existing or upgraded/ Changed Network Monitoring tool installed in Bank Head Office, BKC or any other location as decided by Bank. The SLA will be reviewed on a quarterly basis. Uptime will be monthly basis and the bidder has ensured that all the hardware execute without defect or interruption for at least 99.99% uptime for 24 hours a day, 7 days a week operation of the machine, worked on quarterly basis. The Bidder has to submit the monthly SLA/ Uptime report along with invoices of Facility Management/ AMC for payment.

ix. The bidder should provide periodic reports for Interface availability, interface traffic statistics, interface response time monitoring, interface errors and Bandwidth Utilization report by using bank existing NMS solution.

x. The Bidder shall provide all future Software/ Operating System with the N-1 version upgrades and patches for all components of the switches supplied by the bidder on quarterly basis or as and when required by the bank during the entire contract period. It is responsibility of the bidder to submit the Plan of Action (POA) to upgrade the operating system. Further be noted that operating system should be upgraded within a week for the centralized locations and within a month at other locations after receiving request from Bank. Bank will not bear any additional cost in upgrading the operating system and patches of the supplied switches under the support. If bidder fails to do the same, then such incidences will be considered as breach of SLA and penalty will be imposed as per the SLA.

xi. The bidder shall provide the service, system spare parts, upgrade and complete maintenance of the system for a period of not less than five (5) years from the date of acceptance of each device, extendable on mutual agreement. The bidder shall submit an undertaking letter to this effect along with the Technical bid, otherwise the bid is liable for rejection.

xii. The selected bidder is bound to demonstrate the performance of the devices, if required by the Bank. All expenses required for preparation and submission of the response to this RFP including providing any additional information by the Bank, visit to reference sites if any, shall be entirely incurred and borne by the respondents.

xiii. The selected bidder shall own the responsibility to demonstrate that the product offered is as per the specification/ performance stipulated in this RFP and as committed by the bidder, either at site or at their workplace without any extra cost to the Bank.

xiv. The Bidder shall provide all other required equipment and services, whether or not explicitly mentioned in this RFP to ensure the intent of specification, completeness, operability, maintainability and upgradeability of the network devices.

xv. Upon acceptance of the order, the Bank and the selected Bidder shall each nominate a Project Manager, who will serve as the single point of contact for the project at Mumbai and other designated locations. For escalation purposes, the Bidder shall also provide details of additional contact persons. The Project Manager nominated by the Bidder must have prior experience in implementing similar projects.

xvi. All related documentations shall be supplied by the selected bidder in storage media and also in printed media. The documentation has to be provided by the bidder location wise as per the requirement.

xvii. Bank will provide location for delivery in the purchase order. All the delivery charges up to end location/ shifted location should be included into cost of network device as mentioned in price schedule.

xviii. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99.99% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a monthly basis.

xix. Only licensed copies of software/ IOS shall be supplied and ported on the Network Switches at no extra cost to the bank. The bidder shall grant an irrevocable subscription/ perpetual license to the bank to use the software. Further, all software supplied shall be of latest version and updated time to time proactively by the bidder at no extra cost to the bank.

xx. The selected bidder has to upgrade the IOS/ Firmware/ patches of Network Switches with its latest compatible version upon its release on time to time proactively at no extra cost to the bank.

xxi. If the identified site is not ready for installation, and the items are not dispatched, the selected bidder at the request of the Bank has to install Network Switches at an alternate site (within DC, DR, NR, New DC, New DR or any other site) identified by the Bank, at no extra cost to the bank. The delivery and installation date will be counted from the date of intimation of alternate site address.

xxii. In case the equipment is delivered at the site and the site is not ready for installation, then at the request of the Bank, bidder has to re-deploy the Network Switches at an alternate site identified by the Bank at no extra cost. The installation date will be counted from the date of intimation of alternate site address/ location.

xxiii. If the equipment is not delivered within the stipulated time, then LD is applicable for the delayed delivery. If the bank decides to shift the equipment (after delivery), then bidder should shift & install the equipment at new place without any additional cost within one week from the date of shifting intimation, failing which LD is applicable for as per delayed delivery period (additional to the above mentioned delayed delivery) and delayed installation period.

xxiv. For sites where the Network Switches are already installed, if the bank decides to relocate the existing live site/ live devices, the vendor has to make arrangement reinstallation including shifting of Network Switch controller within one week from the date of shifting letter at free of cost, the downtime of the device will be included into SLA after completion of one week.

xxv. In case any damage of bank's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

xxvi. The Bidder shall be fully responsible for installation and commissioning of the manageable Network Switches including connecting Network cables and other related activities such as unpacking, un-crating, inspection etc. for which the bank shall provide the required space. While unpacking and installation the bidder shall check physical availability of items as per the packing list/ Invoices. The Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance and also arrange vehicle for transport at no extra cost to the Bank. Any discrepancy observed between the items Ordered and the items delivered during unpacking needs to be brought to notice of the concerned Branch, Zonal Office, FGMO and Head Office of the Bank immediately. If any of the items are not delivered/ not as per the specification/ are damaged etc, the bidder or their engineers at the site shall take immediate steps and ensure all the items are delivered so that installation is not hampered.

xxvii. It is Bidder's responsibility to check the necessary parameters (like earthing, power, UPS backup, Rack space etc.) before installation of switches under RFP at the various locations. If any parameter is not as per standard requirement, then Vendor in writing should approach Bank to provide/ rectify the same and after confirmation from Bank installation should be done. In any case supplied equipment goes faulty due to the negligence in checking necessary parameters, then it will be sole responsibility of the Vendor to replace the same free of cost. Further in these cases where revisit is required then Vendor will send the engineer again for the installation without any additional cost to Bank.

xxviii. The Bidder must not quote switches that have reached End of life/ Sale equipment, or which will become end of sale within 60 months of supply to the Bank from the date of RFP submission and should not be end of support from the OEM during service contract period. In case any equipment goes end of support from OEM, then bidder will replace the switch with similar or higher configuration which is not end of support from OEM, without any extra cost to bank.

xxix. Manageable Network Switches should be supplied with Console Cable, Power Cable and Rack Mount kit. Manageable Network Switches should be mountable in existing rack.

xxx. The Bidder shall be solely responsible for arranging the foreign exchange release and import license for any materials, components, bought out items that may be required to be imported for the purpose of performing the work under this RFP and accordingly the bid prices shall include all the customs, customs clearance, import duties, levies, license fee etc. payable by the Bidder on imported items. Bank is not liable in this regard whatsoever. All prices quoted shall be in Indian Rupees only and no exchange rate fluctuations shall be borne by the bank for whatever be the reason incurred by the bidder.

xxxi. Any certificate required to be submitted by the Bank in case of acquiring encryption hardware or software shall be explicitly specified in the technical bid by the bidder.

xxxii. The Bidder shall arrange for Road Permit by paying all applicable taxes to the govt. agency to deliver and install the Network Switches.

xxxiii. **MTTR**: Mean Time to Respond (MTTR) is a basic measure of the maintainability of repairable items. It represents the average time required to repair a failed component or device on proactive basis. MTTR for Network devices should be **Fifteen minutes** and restoration time should be **thirty minutes** from failure/ incidence occurred. In case of any hardware issue, bidder need to provide RMA Network Device of same make and model or higher model (with all interfaces/ modules) within 4 hours for Data Centre (DC), Disaster Recovery (DR), Near Disaster Recovery (NDR) & Head Office; and for rest of the branches/ offices the bidder should provide RMA network device within the next two business days. Bidder has to ensure all kind of troubleshooting, which should not be go beyond 15 minutes for the non- responding hardware. The bidder has to ensure the availability of field engineer or sufficient resources at centralized location for arranging the support/ replacement of faulty hardware as per MTTR mentioned above.

xxxiv. All kind of configuration required for bank business/ ongoing projects/ upcoming projects should be facilitated by bidder for the network devices without any additional cost to the bank. Bank has liberty to re- deploy the mentioned Network Device to any of the bank locations, bank identified locations or third party locations. Bidder has to provide the necessary support and continue to perform its obligations for all Network Devices irrespective of their locations where they have been deployed.

xxxv. A comprehensive Annual Maintenance support of the Network Devices shall be offered by the bidder for a period of Five (5) years for existing devices and two (2) years for proposed Network Switches after successful completion of the warranty period of three years. Such support shall be for 24 * 7 basis on 365 days of the year for all locations ordered.

xxxvi. If any device and related items get burnt/ damaged due to non- preventive measures by the bidders, then a new device (similar model or higher model) shall be provided by the bidder at no extra cost to the bank.

xxxvii. The solution must cover all the Bank's identified Offices or any location as advised by bank.

xxxviii. The Bidder should either be the OEM or an authorized partner with the premium or equivalent partnership level of the OEM for the last minimum 3 years (Either the authorized partner on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product for this tender). The bidder should not have been blacklisted by Public Sector Bank in India in the past. A self-declaration letter by the Bidder, on the Company's letterhead should be submitted along with technical bid.

xxxix. The bidder must undertake to make all IOS upgradation/ modifications necessary to conform to any changes or modifications required by the Bank time to time.

xl. Bidder is required to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications.

xli. The bid should be precise, complete and in the prescribed format as per the requirement of this RFP.

xlii. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the vendor's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible.

xliii. No binding legal relationship will exist between any of the respondents and the Bank until execution of a contractual agreement.

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

xlv. A Recipient will, by responding to the Bank for the RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.

xlvi. Shifting of network cables from existing Network Switches to New Manageable Network Switches at wherever it is required and testing end to end. Dressing of cables at Rack should be neat for ease of troubleshooting to rectifying the network issues. Connecting the cables from Network Switches to path panel of the network Rack should be neat.

- Connecting the cables from Router to Manageable Network Switches & necessary configurations in Manageable network switches in coordination with Bank's Network Operation Officials.

- Bidder should change IP in in branch environment as per the bank requirement.

- Configuration of the Manageable Network Switches for VLANs, Management IP, SSH, SNMP, AAA, Multi-Link Trunking, Port Hardening, Mac Binding, NAC and any other configurations as per requirement of Bank and as per the best practice recommended by the OEM, in coordination with Bank's Network Operation Officials.

- Bidder has to ensure that integration of the proposed switch with NTP Server, TACACS, TACACS +, SIEM, NMS, ITAM, IPAM, ITSM, NCCM, NAC etc.

- The Bidder shall provide Training on Configuration and Troubleshooting of the switch for Bank Officials at Mumbai for two batches for One day. The Bidder should provide Training material to all the Participants in Both Digital format and Hard copy.

- The Bidder should provide configuration document, hardening document, OS released notes etc.

- The bidder shall provide the detailed RCA of any issue reported by bank within stipulated time period.

- Bank will conduct VAPT on the supplied network switches quarterly once and bidder should ensure observations are remediated within stipulated timeline as below: No days for closure of each Observation Type Critical-7 days, High-15 days, Medium-30 days and Low-60 days.

- Bidder has to submit declaration from OEM that the all the hardware and software provided in the solution is free from any vulnerabilities along with VAPT report, at the time of implementation.
- The Bidder has to maintain a Project Tracker (Master file) with the details like Device Serial numbers, Purchase Order details, Invoice number, delivery location/ Name & DP code, delivery date, Installation Date, Acceptance Date, Warranty Start Date, AMC Start Date etc. The Project Tracker file needs to be updated regularly during project progress and to be shared with Bank's Officials.

- Vendor will submit the weekly status report to the Bank regarding implementation of the project. Further to implement the project smoothly, Vendors will assign SPOC for the implementation and support of the project solely for Bank.

- The bidder should coordinate with all existing System and Network Integrators/ Telecom Service Providers, other vendors and Bank's Officials during the course of Project Implementation, Warranty, AMC period for delivery, installation, configuration and completion of any other scope of work defined in this RFP.

- The Vendor shall be responsible for compliance of Ministry of IT/ RBI/ statutory auditors/ any other auditor's guidelines/ any other regulatory body, if any, issued/ advised with reference to switches, the timelines for the compliance for such guidelines will be one week for centralized locations and one month for other locations, any breach observed in the same will be treated as breach in SLA and penalty will be imposed as per the SLA.

- Further the Vendor shall abide by the security policies & procedures framework of the Bank which includes Incident Management, Change Management, and Capacity Management etc.

- Vendor shall provide the escalation matrix & centralized help desk number for call logging to the Bank. Vendor should have 24*7 support centre to lodge complaint about the faulty equipment. Further Vendor will share the complete call lodging process in the technical bid.

- Bidder to obtain sign and stamp on the installation report from the Bank authorities. If duly authorized installation report is not submitted, bank will not make payment for the device.

- Vendor should have support offices/ centres at least one in every state except in northeast states, where at least one support office/ centre covering northeast states should be located.

2.1.4 Annual Maintenance Contract (AMC) of 7,300 network switches for Head Office, Data Centre and Branch location for 2- years.

- The Bidder to ensure uninterrupted, secure, and optimized operation of the organization's critical network infrastructure. The AMC will provide preventive and corrective maintenance, proactive monitoring, and vendor/ OEM coordination to guarantee high availability and performance

- On-site, comprehensive, with **back-to-back support from OEM** for a period of Two (2) years from the date of expiry of warranty for each network device ordered. Such support shall be the top most class of support provided by the OEM, for all the supplied components like hardware, software, licences etc., of the solution, for the contracted period. Bidder should submit the relevant documents for the support taken from OEM. (Selected Bidder should submit serial number wise back- lining support certificate from OEM)
- Proactive Software/ Firmware/ OS/ Signature updates and upgrades for the wireless LAN controller and Network devices to mitigate vulnerabilities at no cost to the Bank within one week as and when any advisory released/ suggested by competent authority/ organization/ Information security division/ Bank. Level 2 and above level support to be provided by the bidder.
- Bidder should ensure the timely Return Merchandize Authorization (RMA) support in case of supplied switch goes faulty. Selected Bidder will provide RMA mechanism to replacement of switches. The replacement of faulty switch should match the performance requirements of existing equipment or better. Bank will not bear any cost other than TCO in RMA or any other activity related to fault resolution.
- The Bidder shall ensure that any failed hardware at the Data Centre (DC), Disaster Recovery (DR), Near Disaster Recovery (NDR), and Head Office is replaced within four (4) hours from the time of intimation or lodging of a service call. In the event of non-compliance, the Bank shall impose a penalty of ₹1,000 (Rupees One Thousand only) per hour of downtime, calculated for each incident beyond the stipulated resolution period.
- The Bidder shall ensure that any failed hardware at the Branches/ offices (other than DC, DR, NDR and Head Office) is replaced within the next two business days from the date of intimation or lodging of a service call. In the event of non-compliance, the Bank shall impose a penalty of ₹3,000 (Rupees Three Thousand only) per day of downtime, calculated for each incident beyond the stipulated resolution period.
- Comprehensive on -site support from bidder for day to day operational issues as and when arises.

AMC Support services include but not limited to the following:

a) Providing software upgrades in time for the devices supplied by the bidder from the Original Equipment Manufacturer (OEM).

b) Arranging for the replacement of defective equipment/ faulty parts on time basis as per SLA and the necessary coordination with OEM for the same.

c) During AMC, it will be mandatory on the part of the supplier to attend and resolve breakdown calls if any, as per the parameters/ time-frame defined in the “Service Level Agreement”. The bidder shall be responsible for non-compliance of SLA, on the event of delayed replacement of defective equipment/ faulty parts/ software upgrades.

d) The Bidder will attend to all breakdowns in the Equipment/ Systems and rectify problems thereof and replace the faulty components of the systems with serviceable components. Such replacements will be free of cost on exchange basis. In the event the maintenance/ repair of any unit is to be carried out at any of the workshops, the Bidder shall make all arrangements for removal and transportation of equipment to the respective workshop and back to site at their risk and cost and will hand over the equipment in 100% working condition after repair/ maintenance/ rectification.

e) If Bank procures & installs new component(s) as a part of upgradation of existing system, in such cases, the original equipment will continue to be governed by the AMC agreement.

f) The bidder shall have to handover the system in 100% working condition on termination or at the end of the contract. Any breakdown call that has been reported before termination of the contract shall have to be rectified/ corrected by the bidder before handing over to Bank or its authorized service agency.

g) For on-site comprehensive maintenance of equipment, the tools, test equipment, laptops/ computers, storage device and fixtures etc. required (if any) for maintenance shall be provided by the bidder only.

h) AMC contract with OEM support for all the deliverables can be extended at the discretion of the bank at the same rates after the expiry of the contract period.

i) AMC will be entered into by the Bank, at its sole discretion.

j) Include all applicable Software Modules/ Components items as applicable and indicated in the RFP.

k) In case of discrepancy between unit price and total price, the unit price shall prevail.

l) In case of discrepancy between figures and words, the amount in words shall prevail.

m) AMC charges will be considered for Price evaluation.

n) Bidders to strictly quote in the format and for periods as mentioned in price bid format 6.3 Part I, Part II, Part III and Part IV.

o) The AMC charges of all applicable devices shall be paid by the bank in equal quarterly instalments in arrears within forty-five (45) days from the date submission of invoice after completion of respective quarter, subject to monthly uptime/ SLA and preventive maintenance carried out from the date of installation, commissioning and acceptance of the system at the rates quoted in the price schedule after deducting the applicable penalty as mentioned in clause 4.36. The total support period (including warranty) shall be Two years.

p) Bank at its discretion can terminate the AMC contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving three months or 90 days' notice and applicable amount, on pro-rata basis, for the service rendered shall be payable.

2.2 Eligibility Criteria:

A. Bid is open to all bidders who meet the eligibility and technical criteria as mentioned herein below. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

i. The bidder should be a Government Organisation/ PSU/ PSE/ private or public limited company/ LLP /Partnership firm registered under applicable Act in India and must be in existence for the last **Five (5) years** on the date of RFP. Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed to be submitted along with the technical bid.

   Note – In case of MSEs/ Start-ups, subject to meeting the quality and technical specifications, the count of years is relaxed for two (2) year (i.e. **three (3)** years existence required).

ii. In case of company, a certified copy of the latest Board Resolution in favour of Authorized Person(s) with signature duly authorized by the Company Secretary/ Director along with validity of authorization is to be submitted.
   In case the authorized person delegates authority to another person of the company to sign the bid documents, then Power of Attorney in original (from authorized person executed on stamp paper of appropriate value) with bid reference showing that the signatory has been duly authorized to sign the bid documents, execute contracts/ agreements with the Bank on behalf of the Company.
   Partnership deed, LLP agreement and other relevant documents thereof.
   This is to be submitted by all the bidders & OEMs involved.

iii. The Auditor/ Firm/ Company/LLP or its group company/ subsidiary company/ holding company/ affiliate/ associate company/ partner should have never been black listed and/ or banned and/ or barred and/ or disqualified and/ or prohibited during the last three (3) years as on the last date of bid submission by SEBI and/ or RBI and/ or NCLT and/ or NCLAT and/ or any court of law and/ or quasi-judicial authority and/ or any other statutory and/ or regulatory authority, in undertaking any work directly or indirectly which is required to perform as stated in this RFP and/ or issuance of any certificate of audit directly or indirectly with respect to the work stated herein the RFP.

iv. Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners has not participated in the bid process. Letter of confirmation (self-certified letter signed by authorized official of the bidder) to be attached.

v. The Bidder should be in the business of supplying/ managing routers, switches and other network devices for at least past Five (5) consecutive years as on the date of RFP, in PSU/ Government organisations/ Financial Institutions in India.

vi. The bidder should not be involved in any litigation which threatens the solvency of the company.

vii. The bidder to submit an undertaking, explicitly stating their commitment to provide full technical, spares, operational and maintenance support to the Bank during the warranty and AMC period.

viii. The Bidder should have Manufacturers' authorization and a direct back-to-back support agreement with the OEM for the equipment included in the proposed solution. The Support agreement should include the activities like Post-Sales support, Technical Assistance support, Spares support etc.

ix. The Bidder, unless otherwise stipulated in this RFP, must be a manufacturer of the product offered or be dealer authorized by the Principal/ OEM.

x. The Bidder shall submit an undertaking confirming full compliance with all applicable labour laws, rules, and regulations in force, including but not limited to laws relating to wages, working conditions, social security, safety, and welfare of workers. The Bidder further undertakes to indemnify and hold the Employer harmless against any claims, liabilities, or penalties arising out of non-compliance with such labour laws during the execution of the contract.

xi. The Bidder shall submit an undertaking confirming compliance with the Telecom Engineering Centre Guidelines/Instructions and Regulations (TECGR/IR) as mandated under the Government of India Gazette Notification dated 22-10-2024.

xii. The Bidder must have registered, average annual turnover of Rs. **47 Crore and above** during the last five (5) completed financial years i.e. for FY 2020-21, 2021-22, 2022-23, 2023-24 & FY 2024-25 (in the increasing trend, i.e. the turnover in the subsequent year should be greater than the previous year) from Indian Operations only (Not inclusive of the turnover of associate companies).

In case of MSEs/ Start-ups, subject to meeting the quality and technical specifications, the financial statements to be considered for 3 years, wherein turnover may be relaxed and the average annual turnover of the last 3 financial years, i.e. FY 2022-23, FY 2023-24 and FY 2024-25 is **Rs. 24 crores and above**.

xiii. The OEM must have an average turnover of minimum **Rs.377 Crore** during last 03(three) financial year(s) i.e FY 2022-2023, FY 2023-2024 & FY 2024-2025. (in the increasing trend, i.e. the turnover in the subsequent year should be greater than the previous year) from Indian Operations only (Not inclusive of the turnover of associate companies).

xiv. The bidder must have Net Profit or Positive Net Worth during each of the last three (3) financial years, i.e. FY 2022-23, FY 2023-24 and FY 2024-25. Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor must be submitted.

xv. The bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.

xvi. The bidder must have supplied, installed, and maintained at least 5,500 units of L2/L3 managed network switches, executed through a maximum of five (05) Projects, across a minimum of twenty-one (21) States in India for Scheduled Commercial Banks / Financial Institutions / Government Departments / PSUs in last 5 years from the date of RFP.

If the Bidder is MSE/ start-up entity, it should have supplied, installed and maintaining at least **2750** units of L2/L3 managed network switches, executed through a maximum of five (05) Projects, across a minimum of twenty-one (21) States in India, for Scheduled Commercial Banks/ Financial Institutions/ Government Departments/ PSUs in last 5 years from the date of RFP.

xvii. The proposed solution should have been implemented either by OEM or bidder in at least two (02) Public/ Private Sector Bank/ Financial Institution/ PSU/ BFSI Sector in India. Relevant Purchase Order/ Letter from client to be submitted as a proof of experience, along with confirmation on active user count. Proof of Concept (POC) will not be considered as experience.

xviii. The Bidder/ OEM should have at least one Own/ Franchise Service/ Support Office in the state where Bank's Zonal Offices are located. However, for Zones falling in Northeast Region, Bidder/ OEM can have at least one Own/ Franchise Service/ Support Office at any Northeast location.

xix. The bidder/ OEM should ensure that the proposed switches must not be declared end of life (EOL) for the next five (5) years and end of support (EOS) for next seven (7) years from the date of RFP.

xx. The Bidder should have their own functional Support Centre for providing 24x7x365 Global Technical Assistance Centres (TAC) with Toll free numbers across India. The Bidder to provide details of remote service delivery infrastructure of Bidder/ OEM(s) to ensure immediate response and faster call resolution.

xxi. The bidder and OEM/ Manufacturing unit of the Proposed switches should be ISO Certified as under:

a) ISO 9001:2015 (or higher) certified for quality management.
b) ISO 14001:2015 (or higher) certified for Environmental Management.
c) ISO/IEC 27001:2022 (or higher) certified for Information security management.

The OEM should also have a valid TL 9000 certification for the manufacturing facility from where the equipment will originate.

xxii. The proposed switches should be CE (or equivalent) certified to comply with essential safety requirement and BIS CRS certificate to maintain quality, safety, and reliability of products in India.

xxiii. The Bidder should either be the OEM or an authorized partner with the premium or equivalent partnership level of the OEM for the last minimum 5 years (Either the authorized partner on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item / product for this tender.). Certificate/ Letter from OEM/ OEMs to be attached.

xxiv. Bidder should have direct support offices at Mumbai and Delhi-NCR. In case direct support office of the bidder is not present in Delhi NCR/ Mumbai then an undertaking

to be provided by the Bidder stating that direct support would be provided by the bidder at Delhi NCR/ Mumbai whenever desired by the Bank.
The following details of the support offices to be provided: -

a. Location/ address of the Office.
b. Names of Organizations to whom maintenance support is being offered from these offices.
c. No. of support personnel on bidder's payroll.
d. Number of employees supporting Payment System Projects in India, on Bidder's Payroll.

xxv. The Bidder shall also submit Pre-Contract Integrity Pact along with technical Bid as prescribed in Format 6.18 duly signed by the Bidder on each page and witnessed by two persons. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

xxvi. The Bidder, unless permitted explicitly in this RFP, not be (or proposes to be) a Joint Venture/ Consortium.

xxvii. The Bidder should submit a self-declaration stating that it has not violated any intellectual property Rights.

Note: *Bidders are advised to submit, all the documents related to experience and Certifications mandatorily at the time of bid submission, in conformity to related to Eligibility criteria and checklist. Bank will not consider and accept any additional references or certifications though available earlier, but not submitted at time of bid submission. Bid will be evaluated based on documents submitted at the time of bid submission only. Bank may seek additional documents / clarification in the gem portal after the submission of the bid, only in relation to already submitted documents.*

B. The bidder must:

i. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

ii. (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract) not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or

iii. (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract) not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988, and/or offences under the Bhartiya Nyaya Sanhita or any other law for causing any loss of life/ limbs/ property or endangering

Public Health during the execution of a public procurement contract and/ or

iv. not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;

v. not have an association (as a bidder/ partner/ director/ employee in any capacity) of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the mandatory cooling-off period after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.

vi. not have an association (as a bidder/ partner/ director/ employee in any capacity) of the near relations of executives of Bank of India involved in this Process.

vii. not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

viii. must fulfil all other additional eligibility condition, as prescribed, in this RFP.

ix. The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.

x. Must submit evidence of their continued eligibility to the Bank, if so requested.

2.3 Preference to Make in India, Order 2017 (PPP-MII Order)

2.3.1 Applicability of (PPP-MII Order)

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BE-II) dated 19th July 2024 subsequent amendments will be applicable for this RFP.

(a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

(b) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

2.3.2 Verification and Certificate of Local Content:

i. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of bid submission, shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

ii. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

iii. In case, contract is awarded and it is found that the supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed.

iv. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

v. A supplier who has been debarred by any procuring entity for violation of PPP-MII Order, shall not be eligible for preference under this Order for the duration of the debarment.

2.4 Purchase Preference to MSE

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/ Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. Purchase preference shall be applicable to all registered MSE as per Govt. of India guideline**.**

2.5 Support to Start-up Enterprises

2.5.1 Definition of Start-up Enterprises

1) As defined by DPIIT, an entity shall be considered as a 'Start-up':

a) Up to a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and

b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and

c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.

2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a ‘Start-up’.

3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

2.5.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

1. Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money. They shall be required only to submit Bid Security Declaration.
2. Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

2.6 Land Border Clause

The land border clause is governed by the Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 and subsequent revision/clarification/modification issued by the Ministry of Finance, Department of Expenditure. Any bidder (including their subcontractor, if any), from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. In case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Govt. of India, Department for Promotion of Industry and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance.

2.7 Cost of Bid Document

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations, attending meetings, discussions which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

2.8 Bidding Documents

The bidder shall ensure to examine all instructions, forms, terms and specifications in the Bidding Document. The bidder should provide the complete documentation including technical, operations, user manual, design documents, process documents, technical manuals, functional specification, system configuration documents, system/database administrative documents, debugging/ diagnostics documents, test procedures etc. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of the Bid.

2.9 Clarification and Amendments on RFP

i. Prospective bidders may seek clarification on the RFP document through GeM Portal till the date mentioned in the schedule of Events. Query sent in any other way will not be answered.
ii. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.
iii. The Bidders are advised to check the GeM Portal regularly till the date of submission of Bid document specified in the RFP and ensure that clarifications/ amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
iv. No request for change in commercial/ legal terms and conditions, other than what has been mentioned in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
v. Queries received after the scheduled date and time will not be responded/ acted upon.
vi. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on the GeM portal.

2.10 Pre-Bid Meeting

i. Pre-Bid meeting will be held as per the date mentioned in the GeM Bid Document.
ii. Prospective bidders may attend a Pre-bid meeting to clarify techno-commercial conditions of the Bid at the venue, date and time specified therein.
iii. Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the technical/ commercial conditions.
iv. Bidders shall bear all the cost and expenses incurred to attend pre-bid meeting.

2.11 Preparation of Bid:

2.11.1 Language of the Bid

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

2.11.2 Format and Signing of Bid

- Bidder shall upload the technically complete and commercially competitive bids separately in GeM Portal.

  Part I- Technical Bid
  Part II- Price Bid

- Prequalification **Criteria –**
  Technical Bid will be part of **Stage 1** and **Price Bid** will be part of **Stage 2**.
  Only those Bidders who fulfil the criteria as mentioned in **Stage 1 - Technical Bid** shall be considered for **Stage 2** evaluation. The bids shall be uploaded on **GeM portal**.

2.11.3 Documents Comprising the Bid

I. Documents comprising the Technical Bid, should contain the following:

a) Organizational Profile as per **format 6.10**.
b) Conformity to Eligibility Criteria in accordance with clause 2.2 as per format 6.16.
c) Bid Form as per format 6.1 (a) and duly signed by the Bidder.
d) Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Section 5 of the Bidding Document.
e) Non-Disclosure Agreement as per format 6.2.
f) Bid Security deposit/Earnest Money Deposit (EMD) of Rs.1,88,80,000/- (Rs. One Crore Eighty Eight Lakh Eighty Thousand Only).
g) Manufacturer's / Producers' authorization form (MAF) as per format 6.8 wherever applicable.
h) Service Support Details form as per format 6.11.
i) Bidders undertaking for support services as per format 6.14 that adequate specialized expertise are available to ensure the fault free operation of the proposed solution and maintenance during the support period.
j) A Complete Bill of Material with quantity, module name, version etc. as per format 6.13. Please note that no price should be mentioned in this Format.
k) A full description of the Project Implementation Plan, Technical Solution and its compliance, which must provide an acceptable solution as described in this RFP and in Section 5: Schedule of Requirements, in the form of literature, architecture, drawing and data.
l) Details of Projects Handled / Referral Letters as per Clause 2.2
m) While submitting the Bid, forms like those of Bid Security/ EMD, MAF, Project Implementation Plan, Technical solution as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature on the proposed solution and annual accounts.
n) Power of Attorney/ Authorization Letter mentioning Name and Designation of Authorized Signatory in the Bid.
o) Supporting documents if any exemption claimed regarding EMD, Turnover and experience criteria for MSE & Start-Up Bidders.

Note 1: - Bidders to strictly note that technical bids shall be uploaded under

technical section only and price bids shall be uploaded under-price section only. If price bid is uploaded in the technical section, the bids shall be disqualified immediately.

Note 2: - <u>The hard copies of the Integrity Pact (on Rs.500/- stamp paper), Non-Disclosure Agreement (on Rs.1000/- stamp paper), EMD/Bid Security Declaration (on Rs.500/-stamp paper) should be delivered to the address mentioned in Invitation to Bid with acknowledgement due so as to reach by the next working day of last date of bid submission</u>

II. Documents comprising the Price Bid, should contain the following:

a) A Full Price Schedule of the Solution indicating all the components of the solution and services (**format 6.3 Part I, Part II, Part III and Part IV**) and **format 6.13 with the prices**, should be uploaded in the price bid.

b) The Bid as per format 6.1(b) as furnished in the Bidding Documents duly signed by the Bidder and completed.

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

Note - All out of pocket expenses, travelling, boarding and lodging expenses for the entire contract period of this RFP and subsequent agreement is included in the amounts quoted in TCO and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.

2.11.4 Bidders may please note:

i. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
ii. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/ corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder.
iii. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
iv. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
v. Bids are liable to be rejected if only one Bid (i.e., Technical Bid or Indicative Price Bid) is received.
vi. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
vii. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
viii. The Bidder must provide specific and factual replies to the points raised in the RFP.

ix. The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
x. All the enclosures (Bid submission) shall be serially numbered.
xi. Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process.
xii. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
xiii. Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
xiv. The Bank reserves the right to reject Bids not conforming to above.

2.11.5 Bid Price:

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

a) The total price quoted must be <u>**inclusive**</u> of all cost of Goods including delivery providing software, licenses, services for installation, (and as per entire scope mentioned in the RFP), testing and commissioning of the solution and support, all applicable taxes, duties, levies, charges, etc. plus cost of incidental services such as transportation, insurance, training etc., but <u>**exclusive**</u> of GST/Sales/Service tax and /or VAT payable in the respective State.

b) Prices quoted as above shall be valid for a minimum period of 1 year from the date of opening of financial bid. <u>**The Bidder cannot quote for the project in part.**</u>

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

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

2.11.6 Bid Currencies:

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

2.11.7 Arithmetical errors:

Arithmetical error, if any, will be rectified as follows:

a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

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

e) If there is any discrepancy between words and figures, the amount in word will be considered as correct.

2.11.8 Documents establishing the bidder's Eligibility and Qualifications

a. The bidder shall furnish complete Bid documents in accordance with various clauses of the RFP, or any addendum/ corrigendum or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

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

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

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

ii. that the bidder has the technical and production capability necessary to perform the Contract as per **Format 6.10** (Organization Profile);

iii. that adequate, specialized related software expertise is already available, to ensure that the support services are responsive, and the bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance till the end of support period of **5 years** contract period plus the contract may be extended by an additional of ……. years on same terms and conditions with commercials as ATS and Facility Management Charges.

2.11.9 Earnest Money Deposit (EMD):

i. The Bidder(s) must submit as part of its Bid, a Bid Security (EMD) as per format 6.4 (a) and Bid Security Declaration as per format 6.4 (b).

ii. The Bid security shall be denominated in Indian Rupees and shall be:

In the form of Bank Guarantee (BG) by any scheduled commercial bank in India (other than "Bank of India"), valid for a period of 1 year with a claim period of 45 days in favour of Bank of India for an amount of Rs. 1,88,80,000/-

OR

Account payee Demand Draft /Pay Orders from any of the Scheduled Commercial / Nationalized banks in India (other than "Bank of India") in an acceptable form favouring **"Bank of India" payable at Mumbai.**

OR

Online by way of RTGS/NEFT in bank's designated account mentioned below. The details of remittance to be sent mandatorily, to the Bank by the Bidder along with bid document submitted in response to RFP.

Account Number	01220SUNCR627
Account Name	Earnest Money Deposit IT Dept
IFSC Code	BKID0000122
Branch	Bank of India, Bandra Kurla Complex Branch

iii. Scanned copy of original EMD Bank Guarantee/ Demand Draft/ RTGS/ NEFT receipt should be uploaded on Gem portal of along with bid documents. Original EMD Bank Guarantee should be delivered through registered post/ courier or given in person to the Bank of India at the address specified in the RFP within the bid submission date and time for the RFP.

iv. Non-submission of EMD will lead to outright rejection of the Bid. The EMD of unsuccessful bidders will be returned to them as promptly as possible, but not later than 30 days of declaration of result of first stage i.e. technical evaluation. The EMD shall not carry interest and will be refunded without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Service Level Agreement (SLA). No interest is payable on EMD.

2.11.10 Forfeiture of EMD:

a. The Earnest Money Deposit may be forfeited under the following circumstances:

i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or

ii. if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or

iii. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or

iv. if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

v. If the bidder violates any of the provisions of the terms and conditions of this RFP.

b. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

2.11.11 Exemption OF EMD:

a. Micro & Small Enterprises (MSE) units and Start-up company are exempted from payment of EMD, provided the Products they are offering, are manufactured by them.

b. Exemption as stated above is not applicable for selling products manufactured by other companies.

c. Bidder should submit supporting documents issued by competent authorities to become eligible for the above exemption.

d. Bidders may please note:

i. Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India with the technical bid.

iii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD.

iv. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

2.11.12 Submission of Bid

The Bidder shall upload the complete documents on GeM portal including the Bid Forms furnished in the Bidding Document. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

2.12.1 Uploading of Bids

- The Bidders to upload bids related to "Technical Bid" and "Price Bid" separately **on GeM Portal.**

- The envelopes containing the hardcopies of Integrity Pact, Non-Disclosure Agreement, Bid Security, EMD documents, etc., as mentioned in above clauses shall:
  a) be addressed to the Bank at the address given; and
  b) Bear the Project Name **"RFP for Procurement of Network Switches and Facility Management Services".**

2.12.2 Deadline for submission of bids:

i. Bids must be submitted online on GeM Portal by the date and time mentioned in the RFP and Schedule of Events.

ii. The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and the bidders, previously subject to the deadline, will thereafter be subject to the deadline as extended.

2.12.3 Modification and Withdrawal of Bids:

i. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

ii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

2.12.4 Period of Validity of Bids

i. Bids shall remain valid for a minimum period of 180 days from the date of opening of the bid. A Bid valid for a shorter period shall be rejected by the Bank as non-responsive.
ii. In exceptional circumstances, the Bank may solicit the bidders' consent to an extension of the period of validity. The Bid security declaration provided shall also be suitably extended. The bidder may refuse the request without forfeiting its Bid security declaration.
iii. Once Purchase Order is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.12.5 Bid Integrity:

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

2.13 Bid Evaluation

The bids can be uploaded till the last day of bid submission. After bid submission time, no bids will be entertained. Evaluation process for bids uploaded will be carried out after submission end date and needful information/communication with bidders regarding any clarification will be through GeM portal/email.

2.13.1 Clarification of Bids

During evaluation of the Bids, the Bank, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted. The Bank reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents that pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

2.13.2 Preliminary Examination

i. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order.

ii. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

iii. The Bank will first examine whether the Bid and the bidder is eligible in terms of <u>Clause 2.2 of the RFP.</u>

iv. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document *in toto*, without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, AMC/ATS and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.

v. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

vi. Only those the bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised/ updated Technical & Technical Specification (if any) arising out of normalization (if any).

vii. The following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:

- Stamped Integrity Pact is not provided or is defective
- The bid is not in the prescribed format or is unsigned or is not submitted as per the stipulations in the RFP.
- Required EMD and Bid Security Declaration has not been provided.
- Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- The Goods offered are not eligible as per the provision of this RFP.
- Bidder has quoted Goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the RFP.
- The bid validity is shorter than the required period.
- The bid departs from the essential requirements stipulated in the bidding document; Against a schedule in Section V: Schedule of Requirement, Bidder has not quoted the entire Goods as stipulated in that schedule.
- Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

viii. If discrepancies exist between the uploaded scanned or other copies and the originals submitted by the bidder, the original copy's text, etc., shall prevail.

ix. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

2.13.3 Technical Evaluation:

a. Only those bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation, would be taken up by the Bank for further detailed evaluation. Those Bids, which do not qualify the eligibility criteria and all terms during preliminary examination, will not be taken up for further evaluation.

b. The Bank may use the services of external consultants for technical evaluation.

c. The Bank reserves the right to evaluate the bids on technical and functional parameters, including visit to inspect live site/s of the bidder and witness demos of the system and verify functionalities, response times, etc. in which all the travelling/ lodging, etc. expenses will be borne by the bidder.

d. The Bank will do the evaluation on the responses provided by the bidder in the for eligibility criteria, other required format and required documentary as required in RFP.

e. Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank’s opinion it is found to be minor deviation or acceptable deviation.

f. The Bill of Materials (with Masked Price Schedule) uploaded along with the Technical Bid will be first evaluated and if the Bank, during the evaluation, deems it fit, may request the bidder to revise the bill of materials submitted originally in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise the masked price bid submitted, it will be considered non-responsive and accordingly rejected.

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

h. Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

i. Only those Bids complied with technical criteria shall become eligible for Commercial/Financial Evaluation.

j. The technical evaluation will be done on a total score of 100. The technical evaluation criterion would broadly involve the following major areas:

2.13.4 Scoring Method for Technical Evaluation (Max Marks: 100, Cut Off: 70)

Sr. No	Bidder/ OEM	Parameter	Technical Scoring Matrix	Marks	Max Marks	Cut-Off Marks	Supporting Documents
1	Bidder	Execution Experience & Reach : Execution of similar networking projects (L2/L3 switch) with minimum 2000 devices supply or implemented or operationalized per project in Public sector banks in last 5 years	2-3 projects	12	15	12	Details of the public sector banks. Purchase Order / Work Order / Contract Agreement /Customer Credential/ Confirmation from Customer
			4 or more projects	15			
2	Bidder	Execution Experience & Reach : Cummulative Deployment Experience of number of devices (L2/ L3 switch) supply or implemented or operationalized in Public sector banks in last 5 years.	2000>4000	3	9	3	Details of the public sector banks. Purchase Order / Work Order / Contract Agreement / Customer Credential/ Confirmation from Customer.
			4000>6000	6			
			6000>8000	9			
3	Bidder	Wide-Area Support Presence: Direct bidder Service Centers/Depots/ offices in India to support multi-location branches.	Presence in > 22 States/UTs with committed spares depots in major metros	4	4	4	Evidence of the locations/ service center
4	Bidder	CMMI Certification	If Bidder having CMMI Level 3 certification	3	4	3	The certifications should be valid on the date of bid submission. Bidder shall ensure that the certifications continue to remain valid
			If Bidder having CMMI	3.5			

Sr. No	Bidder/ OEM	Parameter	Technical Scoring Matrix	Marks	Max Marks	Cut-Off Marks	Supporting Documents
			Level 4 certification				till the end of the Agreement.
			If Bidder having CMMI Level 5 certification	4			
5	Bidder	Technical Manpower & Certification:	Certified Resources: Bidder has > 10 OEM-Certified Engineers (L2/L3 level) on its direct payroll specifically for the OEM's switching technology	3	3	3	Details of the certified manpower/ engineers and proof of manpower being on direct payroll.
6	OEM	Cummulative supply of Ethernet Network L2/L3 Switches (24/48 port switches) implemented and operationalized by bidders in Government Public sector Banks in past 5 years.	Minimum 3,500 Switches	10	20	10	Purchase Order / Work Order / Contract Agreement /Customer Credential/ Confirmation from Customer
			Minimum 7,000 Switches	15			
			Minimum 10,000 Switches	20			
7	OEM	Existing NAC & Ecosystem Integration : Deployment experience of NAC integration with different NAC providers like Clearpass, Forescout, ivantii, techbridge, Cisco ICE, Pulse secure etc. in similar running projects of Ethernet Network Switches implementations and operationalized in Public sector banks/ BFSI in last 5 years.	Integration with minimum 2 NAC OEMs:	5	10	5	Details of the NAC provider and the name of the public sector bank/BFSI/Confirmation from Customer
			Integration with 3 or more different NAC/Security OEMs (e.g., Cisco ISE, ivantii, Aruba ClearPass, Forescout, Pulse Secure, etc.)	10			
8	OEM	Process & Manufacuturing facility Maturity (ISO Suite) : OEM organization possesses valid ISO certifications like ISO 9001 (Quality), ISO 14001 (Env), ISO 20000 (Service Mgmt), ISO 27001 (InfoSec), TL9000, ISO 450001.	Silver Standard: Holds minimum any 3 of the list	10	15	10	Valid certificates to be submitted.
			Gold Standard: Holds minimum any 4 of the list.	12.5			

Sr. No	Bidder/ OEM	Parameter	Technical Scoring Matrix	Marks	Max Marks	Cut-Off Marks	Supporting Documents
			Platinum Standard: Holds minimum any 5 of the list.	15			
9	POC	MAC Authentication Bypass on a Switch	The Bank shall design and administer evaluation scenarios on the basis of these parameters	2	20	20	Bidder/OEM should score full marks in POC
		NAC – L2 IEEE 802.1X		2			
		Concurrent deployment of 802.1X and MAB authentication		3			
		RADIUS Change of Authorization (CoA) for Network Access Control & RADSec		2			
		Switches should support dACLs per port		3			
		Number of rules per dACL		3			
		Support downloading of dACLs from a central NAC server		3			
		IP Source Guard & DHCP Server/ Client		2			

2.13.5 Proof of Concept (POC) Clause

The bidder has to keep the quoted products ready for the testing and PoC. Testing will be part of technical evaluation and will be done before opening of commercial bids.

a. The Proof of Concept (POC) exercise shall be undertaken exclusively to assess the technical suitability of the proposed L2 manageable switches with respect to Network Access Control (NAC) functionalities.

b. The Bank may require the PoC to be carried out either in the OEM's lab or in bank location (Branch/DC) or both.

c. The Bank shall design and administer evaluation scenarios on the basis of the parameters mentioned in technical evaluation table.

d. Participation in the POC shall not, under any circumstances, be construed as a commitment by the Bank towards empanelment, procurement, or commercial engagement.

e. The Bank reserves the absolute right to amend, withdraw, or modify the evaluation criteria, methodology, or scope at its sole discretion, without assigning any reason thereof.

In the event of the failure of the proof of concept, Bank may invoke the EMD and take suitable action as deemed fit.

a) **Purpose of POC:** The Proof of Concept (POC) is intended to validate the technical, functional, and operational capabilities of the proposed managed switches. The POC will demonstrate compliance with the specifications outlined in this RFP and ensure suitability for deployment at the Head Office, Data Centre and Branches/ Offices.

b) **Scope of POC:** The bidder shall provide a minimum of 5 managed Switches (same make and model as proposed) for evaluation. The devices must be supplied with all necessary licenses, accessories, and configurations required to demonstrate full functionality.

The POC shall cover:

- Hardware and technical specifications.
- VLAN configuration and management.
- Port security and access control.
- NAC, NTP, TACACS, SIEM, configuration.
- Spanning Tree Protocol (STP) operation and redundancy.
- Link aggregation and trunking.
- Throughput, latency and packet loss under load.
- Power consumption and heat dissipation.
- CPU and Memory utilization.
- Integration with Banks existing network monitoring, reporting and management tools.

c) Duration of POC: The POC shall be conducted over a period of **2 weeks** from the date of installation at the Head Office and Data Centre. The bidder shall provide on-site/ remote support during this period.

d) Evaluation Criteria

- Compliance with technical specifications listed in the RFP.
- **Compliance** with IEEE standard for Layer 2 switching.
- Stability and resilience under simulated failure scenarios.
- Ease of configuration and management (CLI/GUI/API).
- Compatibility with existing infrastructure.
- User feedback from designated staff at Head Office and Data Centre.
- Demonstrated ability to provide onsite warranty and license support for 5 years.

e) Costs and responsibilities

- The POC shall be conducted at no additional cost to the Bank.
- All equipment, licenses, and services provided for the POC shall remain the property of the bidder until final contract award.
- The bidder shall bear responsibility for installation, configuration, and removal of POC equipment.

f) Outcome of POC

- The bidder shall bear responsibility for installation, configuration, and removal of POC equipment.
- Failure to meet the evaluation criteria may result in disqualification of the bidder

g) Return of devices

- Upon expiry of the Proof of Concept (POC) period of two (2) weeks, all devices together with their accessories shall be returned to the Bidder. Any configurations, modifications, or changes made in the central set-up during the POC shall be duly rolled back, and the system shall be restored to its prior status prevailing before commencement of the POC by the bidder.

2.13.6 Commercial/ Financial Evaluation

a. Technically qualified bidders as per technical evaluation process will participate in commercial bid opening process. The bidder should quote as per Price Format in Indian Rupees as the all-inclusive price for the desired Goods.
b. Bidder shall indicate in the price schedule all the specified components of prices, including the unit prices and total bid prices. The details in the price schedule are deemed to include all elements of cost i.e. no arithmetical correction or price adjustments are allowed during evaluation and execution of the Bid. The Bank shall have the discretion to make arithmetical correction in the proposal as per Clause 2.10.4 and the same does not vest any liability on the Bank. Such corrections shall be binding on the Bidder. Provided that, if the Bidder fails to accept the arithmetical corrections of its Bid by the Bank, the Bank shall forfeit Bid Security.

2.13.7 Single bid

In the event of only one responsive bidder or only one bidder emerging after the evaluation process, Bank may continue with the RFP process.

2.13.8 Cartel Formation/ Bid Rigging

a) Cartel Formation/ Bid Rigging/Pool Rates abuse the transparency of Public Procurement and are a violation of the code of Integrity for Public Procurement. Such and similar tactics by bidders to avoid/ control true competition in a tender leading to an "Appreciable Adverse Effect on Competition" (AAEC) is an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.

b) If more than one bidder quotes the same total evaluated price, and Bank decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to

i. Reject all bids from the suspected cartel formation and decide the tender accordingly, or
ii. Place an order on any one or more bidders from among the cartel for any quantity with the exclusion of the rest, without assigning any reason thereof, or
iii. Consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

2.13.9 Tie-Breaker

i. In case there is tie at the lowest bid (L-l) position between two or more bidders, the Bank shall first determine whether it is a case of Cartel formation or anti-competitive practices, as per para 2.13.7 above, and if so, it shall be dealt with accordingly.

ii. If this is not a case of cartel formation, the tie-breaker methodology available on the GeM portal shall be followed.

2.14 Selection Criteria

2.14.1 Quality and Cost Based Selection (QCBS Rule 192 of GFR 2017)

The Technical Bids have been allotted a weightage of 70 per cent, and the Financial Bids have been allotted a weightage of 30 per cent.

The financial bid with the lowest cost will be given a financial score of 100, while other bids will receive financial scores inversely proportional to their price with respect to the lowest offer.

Similarly, the bid with the highest technical marks, as determined by the evaluation committee, will be awarded a technical score of 100, and other proposals will receive technical scores proportional to their marks relative to the highest technical marks.

The total score, comprising both technical and financial components, will be obtained by applying the respective weightages and summing the results. Based on the combined score for quality and cost, the consultants will be ranked in order of their total score. The proposal obtaining the highest combined score will be ranked H-1, followed by proposals securing lower scores as H-2, H-3, and so on. The proposal ranked H-1 will be invited for negotiations, if required, and recommended for award of the contract. In the event that two or more bids achieve the same final score, the bid with the higher technical score will be ranked H-1.

In such a case an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each bid:

$$B = \frac{C\ (low)}{C} \times W + \frac{T}{T\ (high)} \times (1-W)$$

Where,

C = *evaluated bid price*

C(low) = *the lowest of all Evaluated Bid Prices among responsive Bids*

T = *the total Technical Score awarded to the Bid*

T (high) = *the Technical Score achieved by the Bid that was scored best among all responsive Bids*

W = *weightage for the Price as specified in the BDS*

Example:

As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 (Seventy-five) and the weightage of the technical bids and financial bids was kept as 70: 30 (Seventy: Thirty). In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

A: 75 Marks

B: 80 Marks

C: 90 Marks

The minimum qualifying marks were 75 (Seventy-five) thus, all the three proposals were found technically suitable. Using the formula T/Thigh, the following technical points are awarded by the evaluation committee:

A: 75/90 * 100 = 83 points

B: 80/90 * 100= 89 points

C: 90/90 * 100= 100 points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: Rs. 120

B: Rs. 100

C: Rs. 110

Using the formula C(low)/C, the committee gave them the following points for financial proposals:

A: 100/120 * 100 = 83 points

B: 100/100 * 100 = 100 points

C: 100/110 * 100 = 91 points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: 83x0.30 + 83x0.70 = 83 points.

Proposal B: 100x0.30 + 89x0.70 = 92.3 points

Proposal C: 91x0.30 + 100x0.70 = 97.3 points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 83 points: H-3

Proposal B: 92.3 points: H-2

Proposal C: 97.3 points: H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/ approval, to the competent authority for financial approval.

2.14.2 Bank's Right to Accept Any Bid and to Reject Any or All Bids.

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

After identification of H1 Bidder, the Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award to H1.

2.15 Contacting the Bank:

From the time of bid submission to awarding the contract, no Bidder shall contact the Bank on any matter relating to the submitted bid. If a Bidder needs to contact the Bank for any reason relating to this RFP and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Bank during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the RFP.

2.16 Award of Contract

The Bank will award the Contract to the successful bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the highest qualifying bidder as per Evaluation Criteria (Lowest Cost Basis). Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder(s).

2.17 Notification of Award

i. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/ email that its Bid has been accepted. The successful Bidder has to return the duplicate copy of the same to the Bank within **Seven(7) working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

ii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and selected bidder's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

iii. The successful Bidder will have to submit Non- Disclosure Agreement (NDA), Performance Bank Guarantee (PBG) and Contract Form as per the formats provided under this RFP together with acceptance of all terms and conditions of RFP. The Bank reserves the right to incorporate additional clauses in the Contract Form as per legal and regulatory requirements of the Bank

iv. Upon the successful bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful bidder and will discharge their Bid security.

v. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

2.18 Signing of Contract:

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

ii. The successful bidder shall execute Service Level Agreement (SLA), which must include all the deliverables and terms and conditions of the deliverables to be extended as detailed herein, and as may be prescribed or recommended by the Bank. The successful bidder shall execute the SLA within 21 days from the date of acceptance of Purchase Order.

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

iv. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

2.19 Contract Duration

The contract period under the project will start from the installation of first network device and its acceptance and the duration of contract period shall be 5 years from the start date of the contract for all deliverables under the RFP. The bidder has to provide the Performance security for the contract duration as per clause 4.6.

2.20 Bank's right

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

Before issuing a Letter of Award (LoA)/ Purchase Order to the successful Bidder(s), the Bank may, at its discretion, ask the Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer of the Bank and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such a bid shall be liable to be rejected as unresponsive bid in addition to other punitive actions as per the RFP. The evaluation of responsive Bids shall proceed with the subsequent ranked offers.

2.21 Code of Integrity

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices in the bidding Process.

ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) **"Corrupt practice"** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

(c) "Coercive practice" means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(d) "Anti-competitive **practice"** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(e) **"Obstructive practice"** means materially impede the Bank's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

2.22 Debarment/ Banning:

1. The participation of Bidders and their eligibility to participate is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts.

2. The Bidder may be debarred from participating in Bank's future RFP, due to non-compliance of code of integrity for a specified period as determined by the Bank, due to any one of the following:

i. Bidder has resorted to NIL pricing, Abnormally Low Price, price discrimination or supplied/continued with old/ outdated solution during the installation, or
ii. Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process or Bidder has adopted any other unfair practice, as decided by the Bank; or
iii. Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder:
   a) withdraws from the process;
   b) fails to enter into a Contract within stipulated time after accepting the Purchase Order; or
   c) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
iv. Bidder fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production line affecting its performance adversely, or
v. Bidder is Banned by Ministry/Department or any other Government agency, or
vi. Bidder Fails to Complete the Project during the timeline stipulated in the RFP/Purchase Order.
vii. If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
viii. If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.
ix. Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.

The details of the bidder, who have been debarred, may be circulated to member organization of the Bank or Government Department / entities.

SECTION 3: GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Interpretation

Unless where the context requires otherwise, throughout the contract:

i. The heading of these conditions shall not affect the interpretation or construction thereof.

ii. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.

iii. Words in the singular include the plural and vice-versa.

iv. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

v. Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.

vi. Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.

vii. Any generic reference to GCC shall also imply a reference to SCC as well.

viii. In case of conflict, provisions of SCC shall prevail over those in GCC.

3.2 Definitions:

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

i. **"Annual Maintenance Contract (AMC)"** - It would be the annual cost of maintenance of Hardware and Software Solution / Service.

ii. **"The Bank"-**means the Bank of India.

iii. **"Bidder"** means an eligible entity/firm submitting the Bid in response to this RFP.

iv. **"Bid"** means the written reply or submission of response to this RFP.

v. **"Contract"** means the agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

vi. "**Contract** Price/Project Cost" **means the price payable to successful bidder over the entire period of Contract for the full and proper performance of its contractual obligations.**

vii. **"Equipment/Product/Goods"** means all the hardware, it's all components, associated software/firmware/operating software which the successful bidder is required to supply to the Bank under the Contract. It shall include any work which is necessary to satisfy the Bank's requirements as outlined in the Conditions of Contract, or is implied by the Agreement, and all works which (although not mentioned in the Agreement) are necessary for stability or for the completion, or safe and proper operation, of the Goods.

viii. **Proposal’** means that Technical/Financial proposal including any documents submitted by the bidder as per the formats prescribed in the RFP.

ix. **“The Project Site”** means the locations where the hardware and software are to be installed and commissioned, as per Bank’s requirements

x. “Vendor**” is the successful Bidder who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.**

3.3 Service Level Agreement (SLA):

The Successful Bidder shall have to enter into an agreement with Bank as per the terms and conditions of this RFP and its subsequent Corrigendum, if any. Service Level Agreement is to be executed in the Bank’s format on the stamp paper of appropriate value within 21 days of receipt of Purchase Order by the successful bidder. The non-delivery of products/Goods or non-response or any breach of information will lead to penalty as per the penalty clause of this RFP and SLA.

3.4 Contract Amendment:

No variation in or modification of the terms or scope of the Contract shall be made, except by written amendment, signed by the parties. If any such change causes an increase or decrease in the cost of, or the time required for successful bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery, or both, and the Contract shall accordingly be amended.

3.5 Contract Assignment

a) The successful bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank’s prior written consent as per clause 3.48 of this RFP.

b) If the Bank undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity at no additional cost and such an act shall not affect the rights and obligations of the successful bidder under this RFP.

c) The Successful bidder shall not change its constitution prior approval of bank or undergo amalgamation, takeover, merger, reconstruction during the term of contract. However, if the bidder undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc. such act shall not affect the rights and interest of the bank and bidder shall continue to support bank till the end of contract period.

3.6 Confidentiality:

a) By virtue of awarding the Contact to the successful bidder and in the course of performing their obligations under the contract, the successful bidder shall be exposed to and/or acquire Confidential Information of the Bank and/or its customers/clients. The successful bidder shall hold the Confidential Information as confidential and shall not disclose the same to any third party including its employees, agents, sub-contractors without bank's prior permission in writing. The successful bidder shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank. The successful bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Bank's premise without written permission from the Bank. The successful bidder shall protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own Confidential Information of similar importance.

b) For the purpose of this clause **"Confidential Information"** shall mean all non-public information, of the Bank and its customers which is accessible by and/or is available to the Vendor directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, any and all information relating to the Bank's staff or its clients/customers (whether past, present, or future), financial data, financial results and projections, costs and prices, details of Banks employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, Software positioning, choices of Software names, trade secrets or know how, customer information and Intellectual Property Rights (defined later) as well as any such information not generally known to third parties or received from others.

c) If the successful bidder hires another person with the permission of Bank to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Agreement to another person with the prior approval of the Bank, it shall cause its assignee or delegatee to be bound by the confidentiality of the Confidential Information in the same manner as the successful bidder is bound to maintain the confidentiality.

d) The Successful bidder shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Selected bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

e) Without limitation of the foregoing, the successful bidder shall advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the contract. The successful bidder shall immediately seek injunctive relief against any such person, at its own cost and expenses.

f) The successful bidder shall sign a stamped Non-Disclosure Agreement as per format

6.2

g) The provisions of this Section shall survive notwithstanding the expiration or termination of contract for any reason whatsoever.

3.7 Intellectual Property Rights

a) For any technology/ Software/ solution developed/ used/ supplied by successful bidder for performing contract or licensing and implementing Software and solution for the Bank as part of this RFP, successful bidder shall have right to use as well right to license for the outsourced services or third-party product. The Bank shall not be liable for any license or IPR violation on the part of the successful bidder.

b) Without the Bank's prior written approval, the successful bidder will not, in performing the contract, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

c) The successful bidder shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology/ Software/ products or any part thereof in India or abroad, for Software licensed/ developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, successful bidder shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to successful bidder under this RFP/ Contract.

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

e) The successful bidder shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by the successful bidder, including all inventions, designs and marks embodied therein perpetually.

3.8 Performance Security / Performance Bank Guarantee

a) The Successful bidder shall furnish an unconditional and irrevocable Bank Guarantee of 5% of the total value of contract (LOI value), in favour of the Bank, from a scheduled Commercial Bank / Nationalized bank of India, other than Bank of India, towards **performance of the contract** in accordance with the specification and conditions of the bid document and agreed upon on final bid evaluation. The successful bidder shall submit the above guarantee within 30 days from the Purchase Order date. The Performance Bank guarantee shall be kept valid up to the end of the contract period with **continuous period, without any break period**. The guarantee shall contain a claim period of at least Six (6) months from the last date of validity.

b) The proceeds of the Performance Security shall be payable to the Bank for any loss resulting from the successful bidder's failure to complete its obligations under the Contract.

c) The Performance Security shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public Sector Bank in India (Other than Bank of India), acceptable to the Bank in the format 6.6 provided in this RFP. Bank has full right to add further details in the above mentioned performance security format for protecting the bank's interest.

d) The Performance Security will be discharged by the Bank and returned to the Successful Bidder within 60 days after the claim period, following the date of completion of the successful bidder's performance and other obligations under the Contract.

e) In the event of any contract amendment, the successful bidder shall furnish the amendment to the Performance security within 30 days after receipt of such amendment, rendering the same valid for the duration of the Contract. In the event of any correction of defects or replacement of defective systems during the maintenance period, the performance guarantee for a proportionate value shall be extended for affected duration.

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

3.9 Inspection and Testing

i. The Bank reserves the right to carry out pre-shipment inspection or any of the existing live installations of the Vendor by a team of Bank Officials. The Bank may carry out Inspection and Testing of the ordered Goods and the incidental Works/ Services to ensure the Technical Specification and Quality Assurance as per the RFP. If such inspections and tests are conducted in the premises of the Vendor or its sub-contractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the vendor to the Bank's official at no charge to the Bank.

ii. The Bank's right to inspect, test and, where necessary, reject the Products after the Products arrival at the destination, shall in no way be limited or waived by reason of the Products having previously been inspected, tested, and passed by the Bank or its representative, prior to the Products shipment from the place of origin.

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

3.10 Manuals

a) Before the products/ Goods is/ are taken over by the Bank, the successful bidder shall supply technical/ systems manuals for all software supplied and for all interfaces etc. Operation and maintenance manuals for all systems and applications systems, covering at least the operations needed to start, run the system during operational day, close, restore, archive, recover from failures, and transfer to fall back system/site including business continuity plan to be provided by the vendor. User manuals for the service branch, Branches, for all modules are to be provided for by the vendor. The manuals shall be in English.

b) Unless and otherwise agreed, the products and equipment shall not be considered to be completed for the purpose of taking over, until such manuals have been supplied to the Bank.

c) The Successful Bidder shall provide one set of Design Manual, System Manual, User Manual and Security Manual for the Application Software. The Successful Bidder shall also provide one Soft copy of each of the Manuals. Soft and Hard copy of user manuals shall be provided, commensurate with the number of installations of Products in the Bank.

3.11 Terms of Delivery and Delays

3.11.1 Effective Date of Contract

The effective date of the contract shall be the date on which Purchase Order is issued or the effective date mentioned in the contract, whichever is later. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

3.11.2 Delivery Schedule

1. Delivery and Installation Schedule of Network Switches for Head Office, Branches and Data Centre

The delivery and installation of the all proposed equipment at the specified sites should be completed by the successful Bidder within **12 weeks** from the issuance of Purchase Order.

The date on which proof of delivery is submitted to the Bank will be taken as the date of delivery.

The point of delivery/ destination will be as defined by the Bank in the Purchase Order.

The date on which the switch is successfully integrated with the Bank's network, will be treated as the date of installation.

The above activity is time bound and proper co-ordination from successful Bidder with OEM for end-to-end delivery/ installation/ integration is expected for the success of the project.

The purchase order will be deemed accepted from 7th day of purchase order date, in case Bidder does not convey formal acceptance to Bank.

In case of delay in delivery & installation, penalty will be levied as per Liquidated Damages clause / other RFP terms.

For additional procurement of hardware during the contract period, same delivery and installation schedule will be applicable, as in present deliverables.

No credit will be given to early deliveries. For delayed deliveries, liquidated damages will be applicable as mentioned in related clause of the RFP.

The Bank reserves the right to cancel the order in case delivery is not completed within the stipulated time.

2. **Delivery of Annual Maintenance Contract**
For Network Devices, AMC period of 2 years shall be commenced immediately after warranty period of 3 years. The proof of back-lining should be shared via Letter/ Email within 30 days. LD will be applicable if Existing Switches are not back lined within 30 days from the start of AMC period.

3. **Delivery of Facility Management Service**
The Bidder shall deploy all the facility management services/resources within **6 weeks** from the date of purchase Order. Bidder shall ensure complete availability in line to roster/ requirement mentioned in the scope of Facility Management Support.

As FMS is integrated part for ensuring smooth support/ services for running of Solution, the availability of FMS as per defined skills/ educational qualifications in the RFP shall be mandatory with in stipulated timelines.

The Roll out team/ Implementation team shall be different from regular resources. No credit will be given to early deliveries. For non-availability/ part- availability of resources, the related deduction will be done.

3.11.3 Time is the Essence of the contract

The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

3.11.4 Destination Places

The destination(s) where the Goods are to be delivered shall be as stipulated in the contract or Section 5 – Schedule of Requirements.

3.11.5 Terms of Delivery

i. The Successful Bidder/Vendor shall deliver the products/Goods at the place as detailed in the contract, the quantities of the Goods detailed therein, and the Goods shall be delivered or dispatched not later than the dates stipulated in the contract.
ii. The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the contract.
iii. No Goods shall be deliverable to the Bank on Sundays and public holidays or outside designated working hours without the written permission of the Bank.
iv. The Vendor shall not dispatch the Goods after the expiry of the delivery period. The Vendor must apply to the Bank to extend the delivery period and obtain the same before dispatch. If the Selected bidder dispatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Bank.

3.11.6 Part Supplies

The Vendor shall not arrange part-shipments and/ or trans- shipment if not stipulated in the contract without the express/ prior written consent of the Bank.

3.11.7 Notification of Delivery

Notification of delivery or dispatch shall be made to the Bank immediately on dispatch or delivery. The Vendor shall further supply to the Bank, packing list of the consignment and the contract references. All packages, containers, bundles, and loose materials part of every instalment shall be fully described in the packing list, and complete details of the contents of the packages and quantity of materials shall be given to enable the Bank to check the Goods on arrival at destination.

3.11.8 Dispatches at the last moment or after the expiry of the delivery

If the Vendor supplies a consignment after the expiry of the contracted delivery date, the Bank may either refuse to receive it or receive it without prejudice to the rights of the Bank under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the Vendor. Such a receipt by the Bank shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Vendor must obtain an extension of the delivery date/period from the Bank.

3.11.9 Delay in the performance of contract

If the Vendor fails to deliver the Goods or any instalment thereof or delays incidental Work/ Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Bank may without prejudice to its other rights:

i. Recover from the Vendor liquidated damages as per clause 3.11.13 below, or
ii. Treat the delay as a breach of contract as per clause 3.20.1 below and avail all the remedies therein.

3.11.10 Inordinate Delays

Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Vendor in future tenders. A show cause notice shall be issued to the Vendor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Bank.

3.11.11 Extension of Delivery Period:

If at any time during the currency of the contract, the Vendor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform the Bank in writing about the same and its likely duration. He must make a request to the Bank for an extension of the delivery schedule. On receiving such communication, the Bank shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

3.11.12 Conditions for Extension of Delivery Period

When the period of delivery is extended due to unexcused delay by the Vendor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

a. **Liquidated Damages:** The Bank shall recover from the Vendor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

b. **Denial Clause:**

(i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

(ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

(iii) Nevertheless, the Bank shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

3.11.13 Liquidated damages

If the Vendor fails to deliver Product and/or perform any or all the incidental Services within the stipulated time, schedule as specified in this RFP, the Bank may, without prejudice to its other remedies under the RFP, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

3.12 Acceptance Tests and Certificates

3.12.1 The Acceptance criteria for the switches for Head Office, Branches and Data Centre are subject to Installation reports and User Acceptance Test (UAT) Certificate signed by the Bank/ Branch officials for installed routers and switches after its successful installation and with satisfactory access of all the applications required.

3.12.2 The installation reports/ User Acceptance Test (UAT) Certificate should be in format duly vetted and checked by the bank officials as per requirements. Installation reports and User Acceptance Test (UAT) Certificate shall be duly signed by Branch/ Bank officials and bidder's engineer for installed routers and switches with satisfactory access of all the applications required.

3.12.3 The Acceptance Test Procedures (ATP) to demonstrate the feature, quality, and encryption enabled and capabilities of all equipment supplied and installed by the bidder as per bank requirements, such as Hardware, Software and Network equipment. The ATP shall be finalized on mutual agreement with the selected bidder. Bidder shall plan in advance the locations for which the pilot ATP is to be conducted with bank designated official. Bidder shall demonstrate all the features to Bank Officials for signing the ATP. Bidder and Bank officials shall sign ATP document after checking all applications accessibility. Pending completion of acceptance tests, the bank reserves the right to use the system and such usage shall not be deemed as acceptance of the system by the selected bidder. Unsatisfactory performance in interconnectivity or integration or migration may result in the Bank's rejection of part or all of the system. The Switches shall be accepted from the date of installation and commissioning and on successful completion of user acceptance test.

3.12.4 On successful completion of the acceptance tests, receipt of deliverables, etc., and after the solution runs successfully after going live and Bank is satisfied with the working of the solution/system, the acceptance certificate in format 6.9, signed by the Supplier and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the system/ solution proposed.

3.13 Incidental Services

The incidental services to be provided are as under:

a) Furnishing manuals for each appropriate unit of the supplied Products, as mentioned under Clauses 4.8 and 4.33 of TCC;

b) Maintenance and software updates of the supplied Products, technical support thereof for a period as specified in the Clause 7.12, from date of go live.

3.14 Training

The Service Provider shall provide professional level 20 exam vouchers (4 vouchers per year) during the contract period to bank staff as advised by bank. Service provider to also provide one-week onsite training for the same once in a year for professional certifications for minimum of 20 bank staff. The Service Provider shall provide comprehensive training to the Banks designated personnel on all managed devices, including Wireless LAN Controllers, Core Switches, External Routers, Wireless Access Points, External Switches, and Stackable Floor Access Switches. Such training shall cover device functionality, standard operating procedures, monitoring and reporting practices, basic troubleshooting techniques, escalation protocols, security awareness, and preventive maintenance guidelines. The Service Provider shall deliver training through classroom sessions, hands-on workshops, or virtual modules, with initial training provided during project handover, refresher sessions conducted every **six (6) months**, and additional training offered for new technologies or major upgrades. The Service Provider shall supply training materials, including manuals, quick reference guides, and updated documentation, and shall issue certificates of completion to all participants. The Service Provider shall ensure that qualified trainers conduct the sessions, maintain attendance records, and evaluate training effectiveness through assessments or demonstrations. All training obligations shall be fulfilled in accordance with industry best practices and OEM recommendations to ensure that the Client's personnel are capable of effectively operating, monitoring, and supporting the network infrastructure.

3.15 Warranty/ Guarantee

i. All Goods supplied to the Bank under this contract shall be free of all defects and faults arising from design, materials or workmanship or from any act or omission of the supplier/vendor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.

ii. Unless otherwise indicated in the contract, the Vendor also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for 36 months after their delivery or 36 months from the date of placement in service (e.g., installation and commissioning), whichever shall be sooner.

iii. Obligations of the contractor under the warranty clause shall survive even though:
   (a). The Goods may have been inspected, accepted, installed/ commissioned and paid for by the Bank.
   (b) The contract is terminated for any reason whatsoever.

iv. The Bank shall promptly notify in writing to the Vendor, if during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Bank in that behalf being final and conclusive).

v. Upon receipt of such notice, the Vendor shall, within 4 hours, repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Vendor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Bank for such replaced parts/ Goods after that.

vi. In case of delay in response time beyond specified time as detailed above, a penalty shall be recoverable as per the Penalty clauses of the RFP. In such an event, action similar to GCC-clause 3.11.10 for inordinate delays would also be taken.

vii. All the penalties, charges, liquidated damages or fine imposed on the bidder by the bank for non-compliance of terms & conditions of this document are independent of each other and can be levied separately and concurrently.

viii. In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.

ix. If the Vendor, having been notified, fails to rectify/ replace the defect(s) within 21 days, it shall amount to breach of Contract for default under GCC-clause 3.20.1, and the Bank shall avail any or all remedial action(s) thereunder.

3.16 Penalty

3.17.1 Penalty for downtime:

If the monthly uptime of supplied devices is below 99.99%, the Bank shall deduct a penalty @ 1% of monthly AMC payment cost of defaulted device or part thereof at location/ site for every 0.01% or part thereof reduction in the uptime.

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

However, if uptime is less than 98%, the Bank shall levy penalty and extension of period as above and shall have full right to terminate the contract. The right of termination shall be in addition to the above extension period or penalty. The above extension and penalty shall be applied for each router, switch, IP Phone location separately and the total extension period or penalty shall be calculated cumulatively. The Selected bidder has to perform preventative maintenance for routers, switches, IP Phones once in each contract year and upon receiving of satisfactory signed report from branch official Bank will release payment for AMC and Facility management after deduction of any uptime penalty.

3.17.2 Penalty for non-conduction of preventive maintenance:

Preventive maintenance should be carried out by the selected bidder at least once in each Quarter. The bidder shall submit the site visit report/ PM report duly counter signed by the branch officials. Preventive maintenance visits report shall be submitted while claiming the Quarterly AMC charges. Failing which the selected bidder shall be penalized by Rs.500 per site per quarter for all non-PM sites while claiming AMC charges. Bank will not pay any additional charges for any preventive maintenance visits.

3.17.3 Penalty for non-submission of Root Cause Analysis/ First Incidence Report of Major / minor incidents:

The bidder shall submit the RCA of major incidents within 72 hours from its occurrence. If bidder fails to submit the RCA within 72 hours, the penalty of **Rs. 500/- per day** will be deducted from its respective yearly AMC charges.

3.17.4 Penalty for non- compliance of Security Vulnerabilities

a) **Version Upgrade Major/ Minor for all Software/ Middleware**: The Operations Team shall ensure that all underlying software and middleware are upgraded in accordance with the respective OEM recommendations. A Quarterly Version Upgrade Calendar must be prepared and published to track these upgrades. Any failure to adhere to the published calendar will result in the imposition of penalties.
Penalty for Delay in Version Upgrade: In the event of any delay in carrying out the required version upgrade (including OS, Server, Solution, Protocol, etc.) as mandated under security, statutory, or OEM recommendations, a penalty shall be imposed at the rate of **Rs. 100 per day per switch/ device** until the upgrade is successfully completed.

b) **Patching**: All underlying hardware / software / Middleware to be patched as per respective OEM recommendations. Failure to comply with the Patch calendar will attract penalties.
Penalty for Delay in Patch Implementation: In the event of any delay in carrying out the required patching mandated under security, statutory, or OEM recommendations, a penalty shall be imposed at the rate of **Rs. 100 per day per switch/ device** until the upgrade is successfully completed.

c) **Closure of VA/PT, and SCD Points on all Hardware/ Software/ Middleware:** All identified vulnerabilities across underlying hardware, software, and middleware must be patched in accordance with the respective OEM recommendations. The Operations Team shall ensure closure of such calls within the defined timelines. Failure to comply will attract penalties, determined by the criticality of the vulnerability, as outlined below:

Category	Timeline for Compliance	Penalty
Critical	within **7 days**	Penalty of **Rs.400 per day per vulnerability** for delay in mitigation/ fixing vulnerabilities.
High	within **15 days**	Penalty of **Rs.300 per day per vulnerability** for delay in mitigation/ fixing vulnerabilities.
Medium	within **30 days**	Penalty of **Rs.200 per day per vulnerability** for delay in mitigation/ fixing vulnerabilities.
Low	within **60 days**	Penalty of **Rs.100 per day per vulnerability** for delay in mitigation/ fixing vulnerabilities.

The above timelines are subject to revision in line with the Bank's Corporate

Information Security Policy (ISP).

d) Penalty on non- availability/ absence of FMS as per scope:
There should be availability of 100% engineers at all locations as per Manpower requirement. In case of deficiency, the penalty may be calculated as under:

Sl. No.	Type of resource	Penalty on absence per day (Rs.)
1	Level 1	Penalty of **Rs. 1,000** per day for absence per day or part thereof for **each L1 resource** in addition to deduction of relevant day's resource's unit cost.
2	Level 2	Penalty of **Rs. 2,000** per day for absence per day or part thereof for **each L2 resource** in addition to deduction of relevant day's resource's unit cost.
3	Level 3	Penalty of **Rs. 3,000** per day for absence per day or part thereof for **each L3 resource** in addition to deduction of relevant day's resource's unit cost.

If the manpower provided by the successful Bidder is not as per specified qualification and manpower strength mentioned in the RFP, the same will be also considered as manpower deficiency. Apart from this, Bank reserves the right to apply penalty on the whole payment as per above terms. In case, the engineer remains absent, the Bidder should arrange alternate resource (with same or higher qualifications and experience mentioned in the RFP) on immediate basis for continuing the support and avoiding inconvenience.

If any of the Products/ Goods is determined to be faulty and a complaint is raised by the Bank and is **not resolved within the defined time limit of 4 hours**, a penalty of Rs. **500/- for every one(1) hour downtime on each incident** till the resolution/replacement is provided to the Bank.

Vendor can deposit the penalty with the Bank directly else the Bank shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty shall not exceed 10% of the total contract value after which the Bank shall have the right to get the resolution done from alternate sources at the risk and cost of the Vendor besides forfeiture of PBG. The Vendor shall be liable to reimburse the cost of such service/ rectification to the Bank.

3.17 Payment

Payment shall be made in Indian Rupees, as per for delivering, installing and commissioning the Solution. Invoices to be submitted till next quarter for preceding quarter and in no case invoice submission should be pending for more than 2 quarters. In case invoices are submitted state-wise then one invoice per state should be submitted and avoid multiple invoices per state.

The bidder shall raise invoices only after successful delivery, installation and acceptance of at least 50% of the total quantity specified in the Purchase Order.

A. Payment of Switches:

i. **On Delivery**: 60% of the total amount of delivered Switches with all accessories upon material verification and subject to production of necessary supporting documents and evidence of delivery (Proof of delivery and duly accepted invoices after deducting applicable LD if any.

ii. On Installation of Switches at Head Office, Branches and Data Centre: 35% of Switches amount shall be payable after successful signoff and installation of the solution at Bank's Head Office, Branches and Data Centre. The 5 % amount shall be payable after end of the contract i.e. after ending fifth year of the contract subject to successful rendering the services and licenses as per the scope of the Project. This 5 % amount may also be paid subject to production of Bank guarantee of equal amount for remaining period of contract. The penalty for non-rendering the services or defects shall be levied as per clause 7.15 mentioned in the RFP.

B. Payment of AMC

The AMC charges shall be paid by the Bank quarterly in arrears within **forty-five (45) days** from the date of submission of invoice after obtainment of satisfactory sign-off from Bank, and after completion of respective quarterly period and deducting the applicable penalties due to non-compliance of SLA.
The payment will be subjected to satisfactory services rendered and preventive maintenance carried out as per scheduled frequency.
The invoice should be clear and with all supporting documents else the payment processing shall be delayed and Bank will not be responsible for any delay in non-payment beyond stipulated time to the Bidder due to non-availability of supporting documents. The total support period will be five years.

Applicable TDS will be deducted during releasing of payment.
Note –
Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the successful Bidder under the Contract, if the successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge. For this, successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
Penalties/ liquidated damages, if any, shall be deducted from the invoice value

C. Payment of FMS

The Facility Management charges shall be paid by the Bank in equal quarterly instalments within forty-five (45) days from the date submission of invoice along with satisfactory sign-off from Bank, after completion of respective quarterly period and deducting the applicable prorate amount of deficit resources and/or deduction of Liquidated Damages and/or amount deductible due to non-compliance of SLA.
The payment will be subjected to satisfactory services rendered from the date of commencement of services and acceptance of the support system at the rates quoted in the price schedule. The FMS will be started from the deployment of resources as per requirement under the RFP. The start date of FMS will be calculated from the date

of deployment of resources at central site as per project.
The invoice should be clear and with all supporting documents else the payment processing shall be delayed and bank will not be responsible for any delay in non-payment beyond stipulated time to the Bidder due to non-availability of supporting documents.

D. Payment against Bank Guarantees:

For all the payments to be made against Bank guarantees, the bank guarantee shall be issued by a nationalized / public sector Bank in India (other than Bank of India), acceptable to the Bank as per format 6.6 of this RFP. The payment shall be made after availing the services by the Bank and in arrears only.

3.18 Prices

a. Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

b. The bidder will pass on to the Bank the benefit of discounts, if any, announced in respect of the cost of the items for which orders have been placed during the time of contract period.

c. The bank reserves the right to re-negotiate the price with the successful bidder for downward revision of the prices.

3.19 Termination

Bank shall be within its right to terminate the agreement by giving written notice of 90 days to the successful bidder in the event of breach or failure by the successful bidder to perform the contract in terms of the Agreement. Successful bidder shall have the right to terminate the Agreement by giving 90 days' notice to the Bank in the event of failure of the Bank to make payment of undisputed fees for more than 90 days of demand. However, such termination shall not take effect if such undisputed fees is paid during the notice period.

3.20.1 Termination for Default

The Bank, without prejudice to any other remedy for breach of Contract, by a 90 days' written notice of default sent to the successful bidder, may terminate the Contract in whole or in part:

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

And/ or

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

And/ or

(c) non-compliance of the time lines provided under this agreement / RFP

And/ or

(d) non-performance of any of the terms and / or conditions of this agreement and RFP to the satisfaction of the Bank.

In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Goods similar to those undelivered, and the successful bidder shall be liable to the Bank for any excess costs for such similar Products or Goods. However, the successful bidder shall continue performance of the Contract to the extent not terminated. In the event of Termination of contract for default or on account of failure of the successful bidder to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s).

3.20.2 Termination for Insolvency

The Bank may terminate this agreement immediately without giving any notice to the successful bidder, if the bidder becomes bankrupt or otherwise insolvent or if the bidder:

i. Any application under the Insolvency and Bankruptcy Code, 2016 has been filed against the vendor; or
ii. has a winding up proceeding made against it; or if
iii. has a receiver appointed over substantial assets; or if
iv. is or becomes unable to pay its debts as they become due; or if
v. enters into any arrangement or composition with or for the benefit of its creditors; or if
vi. a resolution is passed for its voluntary winding up or dissolution or if it is dissolved or any analogous occurrence under any other jurisdiction. Or if
vii. Change its constitution of the Vendor or if
viii. Upon receipt of any regulatory or Government Guidelines restraining Bank to procure deliverables and Services under this agreement. or if
ix. the vendor discontinues its business

In this event, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

3.20.3 Termination for Convenience

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

In any mode, termination will be without compensation to the successful bidder and termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

3.20 Consequences of Termination

a) In the event of termination of the Contract/ Agreement due to any cause whatsoever,[whether consequent to the stipulated term of the Contract/ Agreement or otherwise], Bank shall be entitled to impose reasonable obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Vendor shall be obliged to comply with, and take all steps to ensure that no loss will result from that termination/ breach, and further facilitate the next successor Contractor/ to take over the obligations of the Vendor in relation to the execution/ continued execution of the scope of the Contract/ Agreement. Vendor is expected to handover all required documents/images/format shared by bank for purpose of migrating to a new setup.

b) Successful bidder shall not do any act of erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the Bank.

c) In case of termination, transition period not exceeding 15 days may be provided to Successful bidder, upon the sole discretion of the bank.

d) Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to Bank under law or otherwise.

e) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

3.21 Force Majeure

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

b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful Bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Successful bidder and/ or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

c) If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

3.22 Resolution of Disputes

a) All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably.

b) However, if the parties are not able to solve the dispute amicably within 60 days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Courts of Mumbai only.

c) The successful vendor shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

3.23 Compliance with Applicable law

a) The successful bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all Central, State, Municipal laws and local laws in force 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 contract 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.

b) The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

c) The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed/ deployed/ engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies/ penalties etc. that may be imposed by the Authorities concerned for their action/ inaction.

d) There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/ labourers', the Bank will be entitled to recover the said amounts from the bills/ amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

e) All the employees deployed by the successful bidder must comply with government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, CVC/ RBI guidelines.

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

g) The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/ or regulatory authorities.

3.24 Violation of Terms

Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in the Contract/ RFP. 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 the amounts due under this contract and related costs and a right for damages.

3.25 Publicity

The successful bidder shall not advertise or publicly announce, without written consent of Bank that it is undertaking work for Bank of India. The successful Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the successful Bidder its prior written consent. In case of non-compliance of this clause the successful bidder will be debarred for participating any future tender / contract for a period of 2 years.

3.26 Variation:

Bank of India may at any time during the contract require the successful Bidder to revise the Deliverables, Equipment, Services or Supplies including Completion Date. In an event of such nature, Bank of India will request the successful Bidder to state in writing the effect such variation will have on the work schedule. The successful Bidder shall furnish these details, in writing, in two weeks from the receipt of such request. If the Bank confirms its instructions for any variations, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed. Successful Bidder shall carry out such modified variation without prejudice to the contract. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

3.27 Governing Language

The governing language shall be English.

3.28 Applicable Law

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

3.29 Addresses for Notices

The following shall be the address of the Bank

Bank's address for notice purposes:

Bank of India,
Information Technology Department, Head Office,
Star House 3, 10th floor,
PNB-BOI Tower
C-29, G Block, Bandra Kurla Complex,
Mumbai - 400 051

3.30 Taxes and Duties

a) All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the successful bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

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

c) Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the successful bidder and the Bank shall not be liable for the same.

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

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

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

3.31 Vendor's Integrity

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

3.32 Vendor's obligations

i. The successful bidder will work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

ii. The successful bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, due to bidder's negligence. The successful bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

iii. The successful bidder shall be responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.

iv. The successful bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

v. Successful bidder shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.

vi. The Successful bidder shall comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Successful Bidder in the performance of this Agreement shall be in compliance with the above Act thereafter. The Successful Bidder shall also ensure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. This agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

vii. The successful bidder shall at all point of time, abide and comply with the directions of RBI in vogue and as may be issued from time to time relating to outsourcing of such activities as if the same are incorporated herein.

viii. The successful bidder shall confirm and declare that it is not/and shall not at any point of time be owned or controlled by any director, or key managerial personnel, or approver of the outsourcing arrangement of the Bank, or their relatives. For the purpose of this clause, terms ‘control’, ‘director’, ‘key managerial personnel’, and ‘relative’ have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.

ix. The successful bidder shall not indulge in any activity that may result in reputational loss to the Bank or the reputation of Bank being compromised or weakened.

x. The successful bidder shall not do anything that will impede or interfere with the ability of Bank to efficiently oversee or manages its activities and/or of the RBI in carrying out its supervisory functions and objectives.

xi. The successful bidder shall employ the same high standard of care in performing the contract as would have been employed by the Bank, if the activity was not outsourced.

xii. Without prejudice to the obligation of the successful bidder to perform the contract and without being bound to do so, the Bank shall have the right to intervene with appropriate measures to meet legal and regulatory obligations, which directions of Bank shall be complied by the successful bidder without need for paying any additional fees or charges to the bidder.

xiii. The successful bidder shall promptly and without delay report to Bank any type of material adverse events including data breaches, denial of service, service unavailability, etc. and also those incidents required to be reported to the Bank to enable Bank to take prompt risk mitigation measures and ensure compliance with statutory and regulatory guidelines.

xiv. The successful bidder shall comply with the provisions of Information Technology Act, 2000, other applicable legal and regulatory requirements and standards including relating to protection of information of the Bank and the customer data;

xv. The successful bidder shall ensure safe storage of data (as applicable to the outsourced activity) which storage shall be done only in India and in doing so, the extant regulatory requirements shall also be complied by the Vendor. The successful bidder shall also provide to the Bank from time to time the details of such data captured, processed and stored.

xvi. The successful bidder shall not disclose or share any data/information with Bank's customer and / or any other party.

xvii. Bank shall be within its right to seek information from the successful bidder about the third parties (in the supply chain) engaged by the successful bidder which shall be provided by the successful bidder forthwith.

xviii. The successful bidder shall be liable for the performance and risk management practices of itself and also of its sub-contractors.

xix. The successful bidder shall comply with directions issued by the RBI from time to time in relation to the activities outsourced to the successful bidder.

xx. The successful bidder shall co-operate with the relevant authorities in case of insolvency/ resolution of either of the parties. Further, the successful bidder shall ensure availability of records to the Banks and the RBI including in case of its liquidation/resolution.

xxi. The successful bidder shall have sufficient skilled resources, who provide core services are considered as "essential personnel" so that required number of staff with back-up arrangements necessary to operate critical functions can work on-site during exigencies (including pandemic situations).

xxii. The successful bidder must have back-to-back arrangements with the OEMs, relating to the proposed product.

xxiii. Bidders are aware that Public confidence and customer trust in Bank is a pre-requisite for Bank's stability and reputation and therefore the successful bidder shall not do anything which will affect the same. Further, the successful bidder shall ensure the preservation and protection of the security and confidentiality of the Bank's information and also of Bank's customer information which is accessed or in the custody or possession of the successful bidder. The successful bidder shall also ensure that their employees/staff agents also maintain confidentiality of such information and the successful bidder shall ensure that any access to customer information by staff of the successful bidder shall be strictly on need-to-know basis.

xxiv. The successful bidder shall ensure that cyber incidents are reported to the Bank immediately without any delay, so that the incident is reported by the Bank to the RBI within the time frame stipulated by RBI.

xxv. The successful bidder shall ensure that they are able to isolate the Bank's, and its customer's information, documents and records and other assets. This is to ensure that, in adverse conditions or termination of the contract, all such assets of the Bank, documents, record of transactions and information with the successful bidder can be removed from the possession of the successful bidder, or deleted, destroyed or rendered unusable. In the event of termination of contract, the successful bidder shall ensure safe removal/ destruction of data, hardware and all records (digital and physical), as applicable. The successful bidder shall cooperate fully with both the Bank and new Vendor to ensure there is a smooth transition. The successful bidder shall not erase, purge, revoke, alter or change any data during the transition period, unless specifically advised by the regulator/ Bank.

xxvi. If the successful bidder is operating in different jurisdictions, the it shall abide by the legal, regulatory and government policies of not only the jurisdictions in which the successful bidder is based but also of all the places where it is operating. The successful bidder shall also monitor the political, social, economic and legal conditions of all such jurisdictions on a continuous basis, as well as establish sound procedures for mitigating the country and other risk. This includes, inter alia, having appropriate contingency and exit strategies.

3.33 Site Preparation and Installation

The Bank is solely responsible for the construction of the hardware site in compliance with the technical and environmental specifications. The Bank will designate the installation site before the scheduled installation date, to allow the Successful Bidder to perform a site inspection to verify the appropriateness of the sites before the installation of the product.

The Successful Bidder shall be responsible for all unpacking and installation of Products, wherever applicable. The Successful Bidder will test all system operations and accomplish all adjustments necessary for successful and continuous operation of the product at all installation sites.

3.34 Right to Use Defective Product

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

3.35 Repeat Orders

Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of 5 years from the date of acceptance of purchase order by the bidder.

The bank reserves the right to re-negotiate the price with the bidder for downward revision of the prices.

3.36 Order Cancellation

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order forthwith in the event of one or more of the following conditions in addition to the Termination Clause 3.19 and 3.20 of this RFP.

i. Delay in delivery beyond the specified period mentioned above for delivery.

ii. Delay in installation, customization and implementation beyond the specified period mentioned above.
iii. Discrepancy noticed during the reference checks.
iv. Repetitive software/ hardware failures/ poor service after the delivery and/ or live-run but before the warranty period expiration.
v. Delay in extraction and conversion of legacy data, and uploading of converted data to proposed solution beyond the stipulated period.
vi. breach of trust noticed at any stage of the contract/ project.
vii. Fraud/ Attempted fraud committed by the Vendor, its employees, agents etc.
viii. Any other appropriate reason in view of the Bank.

The Bank reserves the right to cancel the Purchase Order and foreclose the Bank Guarantee given by the Vendor against the payment made to the damages etc. without prejudice to any other right available to it.

3.37 Indemnity

The successful bidder shall Indemnify the Bank and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to or arising out of any claim and /or under a suit or proceeding brought against the Bank as a result of:

a) breach of any term of this RFP or Agreement by the successful bidder and/or by its agents and/or subcontractors; and/or
b) an act or omission, misconduct or negligence of the successful bidder, its employees in performance of the contract; and / or
c) claims and/or any legal proceedings made against the Bank by the employees and/or other persons deployed by the successful bidder and/or by any statutory/regulatory/Government authority; and / or
d) acts of fraud and/or wilful act or omission by the successful bidder, its employees and/or other persons deployed by the Vendor; and/or
e) violation of the Confidentiality obligations by the successful bidder and/or its employees and/or any other person deployed by them in connection with the Contract.
f) any breach/violation of Intellectual Property Rights of the Bank by the successful bidder and/or on material/deliverables supplied by the successful bidder and / or claims against the Bank in connection with the breach of any Intellectual Property Rights of any third party (ies) etc.

The aggregate liability of the successful bidder under clause (a) and (b) shall be limited to 1 times of the contract value. Provided however that there shall be no cap on the liability of the successful bidder for events set out in (c), (d), (e) and (f) above.

It is further clarified that wherever sub-contracting is permitted by the Bank, the liability on account of such sub-contracting shall vest with the successful bidder only and in such cases, the reference to the employee of the successful bidder mentioned above shall include the sub-contractors and their employees, agents as well.

3.38 Independent External Monitors (IEM)

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

1	2
Lt Gen Nav K Khanduri (Retd) **E-mail: navkkhanduri@yahoo.co.in**	**Dr. Rajendra Kumar Tiwari** **E-mail: raiendratiwari@rediffmail.com**

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

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

3.39 Transition

The successful bidder needs to complete the transition of in-scope solutions/ system and services **within 30 days** from the date of Purchase Order given by the Bank. Transition involves one-time activities required to take responsibility for the services, including applications and their customizations, infrastructure, processes, assets, facilities, technology and other knowledge; in relation to project / migration.

The successful bidder should ensure the smooth transfer/ transition of the services to continue to meet Banks's business requirements in a way that there are no unplanned business interruptions. The Bidder will be responsible for planning, preparing and submitting a Transition Plan to bank. The successful bidder will fully cooperate and work with all Banks' Third-Party Contractors/ Vendors/ Consultants in a manner that will result in a seamless transfer of Services, and such transfer of Services shall be in accordance with the Transition Plan.

3.40 Reverse Transition

Reverse Transition Services are the services provided by the successful bidder to Bank during the reverse transition period which will start after completion of the **90 days** notice period to facilitate an orderly transfer of the Services (software, knowledge transfer, parallel run (if applicable) and others as related and applicable to the project) to Bank or L2 bidder or any Vendor as shortlisted/ nominated by Bank for ensuring business continuity and banking services to esteemed customers.

In case of if the successful bidder is not able to perform Reverse Transition within 90 days of notice from Bank, Bank reserves the right to invoke the Performance Bank Guarantee.

The Reverse Transition Services, to be provided by the successful bidder to the Bank shall include all the scope services/ deliverables as mentioned in the RFP.

3.41 Abnormal low bid prices/ predatory pricing

An abnormally low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. In such cases, the Bank shall be within its absolute right to seek written clarifications from the bidder/s, including detailed price analysis of the bid price in relation to the scope, schedule, allocation of risks and responsibilities, and any other requirements as the Bank may deem necessary.

If, after evaluating the price analysis, Bank determines that the bidder/s has/have substantially failed to demonstrate its capability to deliver the contract at the offered price, bank may at its sole discretion:

a) Reject / cancel the bid/proposal after giving 7 days' notice to the such bidder/s; and /or
b) Forfeit the bid security and/or invoke Bank Guarantee; and /or
c) recover cost incurred/to be incurred by the bank for the delay in implementation including the penalty, if any, imposed by the Regulator/Government/Other authorities for non-compliance of regulatory/Government/Other authorities' guidelines; and /or
d) Debar such bidder/s from future RFP processes/contracts for the period as deemed fit by the Bank; and/or
e) Circulate the list of such entities to member organization/s for circulation among members and/ or
f) Circulate/publish the list of such entities, as deemed fit.

In the event of rejection/cancellation of any bid/s as above, the Bank shall also be within its absolute right at its sole discretion to award the contract to the next bidder/s as per RFP.

3.42 Inspection and Audit

i. The Successful Bidder shall be subject to regular audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank.

ii. The successful bidder shall keep complete and accurate records of its activities in connection with the contract. Vendor shall provide such details/ information as may be called for by the Bank and/ or the Reserve Bank of India (RBI) and/ or any other Regulatory Authority and also allow the Bank and/or RBI and/ or any other Regulatory Authority, their auditors, officers for inspecting, examining and auditing its records, whenever required by Bank and/ or RBI and/ or any other Regulatory Authority. The successful bidder will co-operate with the RBI and/ or Bank and/ or any other Regulatory Authority's internal or external auditor to assure a prompt and accurate audit.

iii. If the Bank permits the successful bidder to outsource any of the activities under the contract (which shall always be in writing), the successful bidder shall ensure that necessary agreement is entered into with the Agency engaged for such purpose and such agreement shall also contain necessary mandate by the said outsourced agency inter alia agreeing for production of documents called for, inspection and audit of their premises and books by RBI and / or the Bank and /or any other Regulatory Authority and any Agencies engaged by the Bank and / or by the RBI and /or any other Regulatory Authority.

iv. Where any deficiency has been observed during audit of the successful bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the successful bidder shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

v. If the successful bidder is providing same IT service to other Banks as well, in lieu of conducting separate audits by individual Banks, the Banks may adopt pooled (shared) audit on the successful bidder which allows the Banks to either pool their audit resources or engage an independent third-party auditor to jointly audit the successful bidder. The successful bidder shall confirm and declare that it has no objection for the same. Bank may at its sole option depending upon the risk assessment, may also rely upon globally recognized third-party certifications in lieu of conducting independent audits.

vi. The successful bidder agrees that failure to provide the information called for within the stipulated time to the Bank and/ or RBI and /or any other Regulatory Authority may result in RBI and /or other Regulatory Authority imposing fine on the Bank /Service Provider and all such fine shall be paid by the successful bidder irrespective of whether such fine is levied on the Bank or the service provider. Payment of fine by the successful bidder shall not affect the right of the Bank and/ or RBI and /or any other Regulatory Authority to take other actions against the successful bidder.

vii. The successful bidder shall ensure that it shall grant unrestricted and effective access to a) data, books, records, information, logs, alerts related to the outsourced activities; and also b) the relevant business premises of the successful bidder for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorized under law.

3.43 System Integration Testing & User Acceptance Testing:

The successful bidder should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

3.44 Country of origin

i. All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India.

ii. For purposes of this clause, "origin" means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.45 Sub-contracting:

Sub-contracting under this RFP is not permitted. The Successful Bidder shall not assign, outsource, or sub-contract to any third party, in whole or in part, its duties and obligations under the Contract, except on the Bank's prior written consent. In the event of subcontracting with the consent of Bank, a tripartite agreement shall be executed by the Bank, the Vendor, and the Subcontractor. All expenses, including stamp duty, levies, and any other monies payable in connection with the execution of such tripartite agreement, shall be borne solely by the Successful Bidder.

3.46 Insurance:

Unless otherwise instructed in the contract, the Successful Bidder shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Successful Bidder shall be responsible until the entire Goods contracted arrive in good condition at destination. The Successful Bidder shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. It shall be the responsibility of the Successful Bidder to make good loss/ damage without waiting for settlement of insurance claim so that equipment is commissioned within the time stipulated in the contract. After the insurance claim settlement, reimbursement shall be made by the Bank to the Successful Bidder.

3.47 Conflict of Interest:

Bidder shall not have a conflict of interest that affects the bidding Process. Any Bidder found to have a Conflict of Interest at any stage of procurement, it shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

3.48 Data Protection

The successful bidder will process Bank's personal data on Bank's behalf as part of the Services, the successful bidder shall comply with the Information Technology Act, 2000, Digital Personal Data Protection Act, 2023, Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("SPDI Rules") and shall comply with all applicable privacy and data protection provisions and applicable laws enforced in India from time to time. Further, the successful bidder shall take due care while collecting and dealing with sensitive personal data or information. Any Web portal used by the successful bidder to procure Bank Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the successful bidder.

The bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of Government of India/RBI and adhere to requirements of the Digital Personal Data Protection Act and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

3.49 Data Localization:

Vendor shall ensure that all data collected, generated and processed under this agreement shall remain within the Jurisdiction of India. All data stored in cloud services under this agreement must be hosted on servers located within India. The Vendor shall ensure that no data is replicated, accessed or transferred outside India without the express consent of Bank. This includes backup data and Disaster Recovery locations. The Vendor must notify the Bank in advance and in writing of any location changes to Vendor's data centre(s) that will process or store Bank's data.

3.50 Information Security

The successful bidder shall comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during and after the contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost. Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the Vendor will be recovered from the Vendor.

3.51 Adherence to the Cyber Security Policy

i. The successful bidder shall be liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/ Information Security/ Cyber Security Policy. Bank may share the relevant IT/ Information Security/ Cyber Security Policy with the successful bidder.

ii. The successful bidder should be aware about Bank's IT/ IS/ Cyber security policy and have to maintain the secrecy & confidentiality of the Bank's data including process performed at the Bank premises.

iii. The successful bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

iv. The successful bidder shall comply with the legal and regulatory requirements, including data protection, intellectual property rights, copy right and all the relevant regulations.

v. All information/ resources (online/ in- person) of the successful bidder and its partners/ sub-contractor/ agent shall be made accessible to Reserve Bank of India as and when sought.

vi. The Bank will evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/ outsourcing activities and successful bidder shall ensure to support baseline system security configuration standards.

3.52 Waiver of Rights:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

SECTION 4: SCHEDULE OF REQUIREMENT

RFP Title	**RFP for Procurement of Network Switches and Facility Management Services.**				
RFP Ref.					
S. N.	**Description of Goods**	**Minimum Local Content**	**Quantity**	**Delivery Requirement**	**Delivery Destination**
1	Stackable Floor Switches 48 port with 4*1 Gig POE	-	94	Delivery and installation of the all proposed equipment at the specified sites should be completed within 12 weeks from the issuance of Purchase Order.	Pan India (Head Office, Data Centre and Branch Locations)
2	Stackable Floor Switches 48 port with 4*10 Gig POE	-	93		
3	L2 Switch- Non-stackable - Non-POE-24 ports 1 G Copper and 4 nos. of SFP based ports	-	7113		
4	Facility Management Service	-	18 (L1-12, L2- 5, L3- 1)	The facility management services/resources within 6 weeks from the date of purchase Order.	Head Office and Data Centre

SECTION 5: TECHNICAL SPECIFICATIONS AND QUALITY ASSURANCE

(To be submitted on Company's Letter Head)

Sl. No.	Required Minimum Specifications of 24 Port-Ethernet Switch	Compliance (Yes/No)
Make and Model:		
A.	**General Requirement**	
1	The Switch should support non-blocking Layer 2 switching.	
2	Switch should have adequate capacity to ensure uninterrupted power supply to Branch/WAN locations & fan/fan less design to work in 24*7 environment. It should support redundant field replaceable modular power supply.	
3	Switch should support the complete STACK of IP V4 and IP V6 services	
4	The Switch and different modules used should function in line rate and should not have any port with over subscription ratio applied	
5	Switch should be supplied with Console Cable, Power Cable and Rack Mount kit.	
	Hardware and Interface Requirement	
6	Switch must have 24 number of 10/100/1000 BaseT RJ45 data ports and additional 4 number of 1G Copper SFPs to be provided for uplink ports and should have minimum 56 Gbps of switching throughput with 41 Mpps for forwarding rate measured with 64-byte packets.	
7	Should have minimum of 2 GB DRAM and 4 GB Flash memory having minimum 2MB packet buffer.	
8	Switch should have support for a minimum of 5 concurrent login sessions and have a console port.	
9	Both 24 & 48 port switches should be from the same OEM to have seamless interoperability and management.	
10	The Switch should support to upgrade with latest image.	
11	Switch ports should support auto MDI and MDI-X and Auto /Manual Speed Negotiation	
12	Switch should be able to operate in a temperature range of 0 to 55 degree	
13	Switch should have hardware health monitoring capabilities within the switch or through external software and should provide different parameters through SNMP	
14	Switch should be rack mountable and support side rails if required.	
15	The Switch should support atleast 16000 MAC Addresses.	
16	Switch should support VLAN tagging (IEEE 802.1q)	
17	Switch should support IEEE Link Aggregation and Ethernet Bonding functionality to group multiple ports for redundancy.	
18	Switch should support for different logical interface types like loopback, VLAN, SVI	
19	Multiple Load Sharing Trunks	
20	Full-Duplex Operation on Gigabit Ethernet	
21	Switch should be manageable through both IPv4 and IPv6.	
22	The Switch must be able to generate Syslog Messages with timestamp and Severity codes, which can be exported to a Syslog Server	
23	The Network Switches must be able to Build up its own inventory (like Device Name, Chassis Type, Memory, Flash, Software ver. Etc.)	

24	Support for Address Resolution (ARP) to work in conjunction with Private VLAN Edge to minimize broadcasts and maximize available bandwidth	
	Layer2 Features	
25	Switch should support VLAN Trunking (802.1q) and should support atleast 4000 VLAN	
26	Switch should support basic Multicast IGMP v1, v2, v3	
27	Switch should support Industry Standard Port/Link Aggregation for All Ports across any module or any port.	
28	Switch should support 802.3ad LACP protocol for communication with downlink/uplink any third party switch or server	
29	Switch should support Jumbo Frames up to 9K Bytes.	
30	Support for broadcast, multicast and unknown unicast storm control to prevent degradation of switch performance from storm due to network attacks and vulnerabilities	
31	STP Fast Calculation features as uplink fast for faster convergence or equivalent feature. Portfast feature for endpoint connectivity.	
32	Per-port broadcast, multicast, and storm control to prevent faulty end stations from degrading overall systems performance.	
33	Switch should support Link Layer Discovery Protocol as per IEEE 802.1AB for finding media level failures	
	Performance Requirement	
34	Switch should have forwarding rate as per the fully populated ports traffic including uplink ports.	
35	Switch should have Forwarding Bandwidth as per the fully populated ports traffic including uplink ports.	
36	The switch should support multi domain authentication on switch port.	
37	The Switch Should support Access from CLI to configure the ACL from any NAC solution deployed in Bank. Proposed switch should support any OEM Network Access Control (NAC) solution whenever bank deploys in its network. All the required features should be available in the proposed switch from Day 1 for integration with Bank's NAC solution. At present bank is using HP Aruba and Forescout NAC Solution	
38	The Switch should support IPv6 ACLs that can be applied to filter IPv6 traffic.	
	Network Security Features	
39	The Switch should support Multilevel security on console access to prevent unauthorized users from altering the switch configuration.	
40	The switch should support port security, MAC- Based authentication, IEEE 802.1X and RADIUS network logins to control port-based access for authentication and accountability. It should support RADSEC.	
41	The switch should support MAC and Port based ACLs enable network traffic filtering and enhance network control Shall support ACL and QoS for IPv6 network traffic	
42	The switch should support time-based ACLs to allow for greater flexibility with managing network Strict Priority, WRR, DRR	
43	The Switch should support DHCP snooping to prevent malicious users from spoofing a DHCP server	
44	Switch should support for external database or AAA using Tacacs or equivalent.	

45	Product should be able to be managed using the same or by equivalent solution (hardware, software, license combination) as provided by the Bidder) a. TACACS+ b. RADIUS	
46	Bank expects that offered switch should provide Real Time view of Hosts join into the network.	
47	Switch should support Dynamic ARP Inspection or equivalent feature to ensure host integrity by preventing malicious users from exploiting the insecure nature of the ARP protocol.	
48	Switch should support IP Source Guard to prevents a malicious hosts from spoofing or taking over another host's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN.	
49	Switch should support for Role Based access control (RBAC) for restricting host level network access as per policy defined	
50	The Switch should support Bridge protocol data unit (BPDU) Guard to shut down Spanning Tree Port Fast-enabled interfaces when BPDUs are received to avoid accidental topology loops.	
51	Switch should support unicast and/or multicast blocking on a switch port to suppress the flooding of frames destined for an unknown unicast or multicast MAC address out of that port	
	Operations & Management	
52	Switch should provide remote logging for administration using: a) Telnet b) SSH V2	
53	Syslog , Network Time Protocol (NTP)	
54	Configuration Change Tracking	
55	System Event Logging	
56	Switch should support for management and monitoring status using different type of Industry standard NMS apart from the existing NMS using: a. SNMP V1 and V2 b. SNMP V3 with encryption c. Filtration of SNMP using Access list d. SNMP MIB support for QoS	
57	Switch should support Real time Packet Capture in real time through port mirroring for traffic analysis and fault finding.	
58	Support for Secured ports which restrict a port to a user defined group of authorized stations. When secure addresses are assigned to a secure port, the switch should not forward any packets with source addresses outside the defined group of addresses	
59	Switch should have provisioning for connecting power supply.	
60	Switch should support to dynamically discover and cope with differences in the maximum allowable maximum transmission unit (MTU) size of the various links along the path, using multiple interconnected for end to end network connectivity and usability	
61	Remote Monitoring: Minimum 4 Group (Statistics, Alarm, Events, History) on every port without impact to performance of the switch	
62	Device and Port Groupings for Navigation and Policy Management	
	NAC Features	

63	Support for IEEE 802.1X-802.1X Port-Based Network Access Control: The switch must support IEEE 802.1X, which is the standard protocol for NAC. This allows the switch to authenticate devices before granting them network access.	
64	VLAN Support - Dynamic VLAN Assignment: The switch should support dynamic VLAN assignment based on the results of the authentication process. This allows devices to be placed into appropriate VLANs based on their authentication status.	
65	RADIUS Support - RADIUS Protocol Support: The switch must be able to communicate with a RADIUS server for authentication and authorization purposes. This includes support for RADIUS accounting if required.	
66	Access Control Lists (ACLs) - Advanced ACL Capabilities: To control access based on authentication results, the switch should support advanced ACLs (Access Control Lists) to enforce policies on authenticated devices.	
67	Switch Firmware - Up-to-Date Firmware: The switch should have the latest firmware updates to ensure compatibility with NAC solutions and to benefit from the latest security patches and features.	
68	Management Interface - Web or CLI Interface: The switch should provide a management interface (web based or CLI) for configuration and monitoring NAC settings.	
69	Integration with NAC Systems - NAC System Compatibility: The switch should be in authorised compatible List with the NAC solution such as Aruba ClearPass, Cisco Identity Services Engine (ISE), Forcepoint or any another solution.	
70	Port Security Features - Port Security: The switch should support port security features that complement NAC, such as limiting the number of MAC addresses per port or securing unused ports.	
71	Hardware Capabilities - Sufficient Performance: Ensure that the switch has adequate performance and capacity to handle the additional load introduced by NAC, including processing authentication requests and applying policies.	
72	Logging and Monitoring - Logging Capabilities: The switch should have adequate logging capabilities to record authentication events, which are useful for troubleshooting and auditing.	
73	Change of Authorization (CoA) - Change of Authorization (CoA) is a mechanism used to dynamically alter the network access of a user or device after initial authentication. It allows for changes to be made to the authorization of a session without requiring the user or device to re- authenticate. The switch must support CoA to dynamically apply changes to network access.	
74	The product should be IPv6 Logo Ready, logo approved, and duly certified from day one as per the IPv6 Ready Logo Program."(https://www.ipv6ready.org/)	
75	Switch shall conform to EMI/ EMC requirement of TEC/SD/DD/EMC-221/05/OCT and EN/IEC 61000-6-1:2019 & EN/IEC 61000-6-3:2021. Certificate to be submitted.	
76	The quoted product should conform to TEC GR of LAN switch dated 2014 or latest TEC GR of LAN switch. Compliance of relevant TEC GR/IR to be submitted along with Technical proposal as per GOI Gazette Notification dated 22.10.24. Supporting document to be submitted Undertaking to be submitted on bidder's letterhead.	

Sl. No.	Required Minimum Specifications of 48 Port-Ethernet Switch	Compliance (Yes/No)
Make and Model:		
A.	**General Requirement**	
1	The Switch should support non-blocking Layer 2 switching.	
2	Switch should have adequate capacity to ensure uninterrupted power supply to Branch/WAN locations & fan/fan less design to work in 24*7 environment. It should support redundant field replaceable modular power supply.	
3	Switch should support the complete STACK of IP V4 and IP V6 services	
4	The Switch and different modules used should function in line rate and should not have any port with over subscription ratio applied	
5	Switch should be supplied with Console Cable, Power Cable and Rack Mount kit.	
	Hardware and Interface Requirement	
6	Switch must have 48 number of 10/100/1000 BaseT RJ45 data ports and additional 4 number of 1G/10G SFPs to be provided for uplink ports and should have minimum 176 Gbps of switching throughput with 130 Mpps for forwarding rate measured with 64-byte packets.	
7	Should have minimum of 2 GB DRAM and 4 GB Flash memory having minimum 4MB packet buffer.	
8	Switch should have support for a minimum of 5 concurrent login sessions and have a console port.	
9	Both 24 & 48 port switches should be from the same OEM to have seamless interoperability and management.	
10	The Switch should support to upgrade with latest image.	
11	Switch ports should support auto MDI and MDI-X and Auto/ Manual Speed Negotiation	
12	Switch should be able to operate in a temperature range of 0 to 50 degree	
13	Switch should have hardware health monitoring capabilities within the switch or through external software and should provide different parameters through SNMP	
14	Switch should be rack mountable and support side rails if required.	
15	The Switch should support atleast 16000 MAC Addresses.	
16	Switch should support VLAN tagging (IEEE 802.1q)	
17	Switch should support IEEE Link Aggregation and Ethernet Bonding functionality to group multiple ports for redundancy.	
18	Switch should support for different logical interface types like loopback, VLAN, SVI.	
19	Multiple Load Sharing Trunks	
20	Full-Duplex Operation on Gigabit Ethernet	
21	Switch should be manageable through both IPv4 and IPv6.	
22	The Switch must be able to generate Syslog Messages with timestamp and Severity codes, which can be exported to a Syslog Server	
23	The Network Switches must be able to Build up its own inventory (like Device Name, Chassis Type, Memory, Flash, Software ver. Etc.)	

24	Support for Address Resolution (ARP) to work in conjunction with Private VLAN Edge to minimize broadcasts and maximize available bandwidth	
	Layer2 Features	
25	Switch should support VLAN Trunking (802.1q) and should support atleast 4000 VLAN	
26	Switch should support basic Multicast IGMP v1, v2, v3	
27	Switch should support Industry Standard Port/Link Aggregation for All Ports across any module or any port.	
28	Switch should support 802.3ad LACP protocol for communication with downlink/uplink any third party switch or server	
29	Switch should support Jumbo Frames up to 9K Bytes.	
30	Support for broadcast, multicast and unknown unicast storm control to prevent degradation of switch performance from storm due to network attacks and vulnerabilities	
31	STP Fast Calculation features as uplink fast for faster convergence or equivalent feature. Portfast feature for endpoint connectivity.	
32	Per-port broadcast, multicast, and storm control to prevent faulty end stations from degrading overall systems performance.	
33	Switch should support Link Layer Discovery Protocol as per IEEE 802.1AB for finding media level failures	
	Performance Requirement	
34	Switch should have forwarding rate as per the fully populated ports traffic including uplink ports.	
35	Switch should have Forwarding Bandwidth as per the fully populated ports traffic including uplink ports.	
36	The switch should support multi domain authentication on switch port.	
37	The Switch Should support Access from CLI to configure the ACL from any NAC solution deployed in Bank. Proposed switch should support any OEM Network Access Control (NAC) solution whenever bank deploys in its network. All the required features should be available in the proposed switch from Day 1 for integration with Bank's NAC solution. At present bank is using HP Aruba and Forescout NAC Solution	
38	The Switch should support IPv6 ACLs that can be applied to filter IPv6 traffic.	
	Network Security Features	
39	The Switch should support Multilevel security on console access to prevent unauthorized users from altering the switch configuration.	
40	The switch should support port security, MAC- Based authentication, IEEE 802.1X and RADIUS network logins to control port-based access for authentication and accountability. It should support RADSEC.	
41	The switch should support MAC and Port based ACLs enable network traffic filtering and enhance network control Shall support ACL and QoS for IPv6 network traffic	
42	The switch should support time-based ACLs to allow for greater flexibility with managing network Strict Priority, WRR, DRR	
43	The Switch should support DHCP snooping to prevent malicious users from spoofing a DHCP server	
44	Switch should support for external database or AAA using Tacacs or equivalent.	

45	Product should be able to be managed using the same or by equivalent solution (hardware, software, license combination) as provided by the Bidder) a. TACACS+ b. RADIUS	
46	Bank expects that offered switch should provide Real Time view of Hosts join into the network.	
47	Switch should support Dynamic ARP Inspection or equivalent feature to ensure host integrity by preventing malicious users from exploiting the insecure nature of the ARP protocol.	
48	Switch should support IP Source Guard to prevents a malicious hosts from spoofing or taking over another host's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN.	
49	Switch should support for Role Based access control (RBAC) for restricting host level network access as per policy defined	
50	The Switch should support Bridge protocol data unit (BPDU) Guard to shut down Spanning Tree Port Fast-enabled interfaces when BPDUs are received to avoid accidental topology loops.	
51	Switch should support unicast and/or multicast blocking on a switch port to suppress the flooding of frames destined for an unknown unicast or multicast MAC address out of that port	
	Operations & Management	
52	Switch should provide remote logging for administration using: a) Telnet b) SSH V2	
53	Syslog , Network Time Protocol (NTP)	
54	Configuration Change Tracking	
55	System Event Logging	
56	Switch should support for management and monitoring status using different type of Industry standard NMS apart from the existing NMS using: a. SNMP V1 and V2 b. SNMP V3 with encryption c. Filtration of SNMP using Access list d. SNMP MIB support for QoS	
57	Switch should support Real time Packet Capture in real time through port mirroring for traffic analysis and fault finding.	
58	Support for Secured ports which restrict a port to a user defined group of authorized stations. When secure addresses are assigned to a secure port, the switch should not forward any packets with source addresses outside the defined group of addresses	
59	Switch should have provisioning for connecting power supply.	
60	Switch should support to dynamically discover and cope with differences in the maximum allowable maximum transmission unit (MTU) size of the various links along the path, using multiple interconnected for end to end network connectivity and usability	
61	Remote Monitoring: Minimum 4 Group (Statistics, Alarm, Events, History) on every port without impact to performance of the switch	
62	Device and Port Groupings for Navigation and Policy Management	
	NAC Features	

63	Support for IEEE 802.1X-802.1X Port-Based Network Access Control: The switch must support IEEE 802.1X, which is the standard protocol for NAC. This allows the switch to authenticate devices before granting them network access.	
64	VLAN Support - Dynamic VLAN Assignment: The switch should support dynamic VLAN assignment based on the results of the authentication process. This allows devices to be placed into appropriate VLANs based on their authentication status.	
65	RADIUS Support - RADIUS Protocol Support: The switch must be able to communicate with a RADIUS server for authentication and authorization purposes. This includes support for RADIUS accounting if required.	
66	Access Control Lists (ACLs) - Advanced ACL Capabilities: To control access based on authentication results, the switch should support advanced ACLs (Access Control Lists) to enforce policies on authenticated devices.	
67	Switch Firmware - Up-to-Date Firmware: The switch should have the latest firmware updates to ensure compatibility with NAC solutions and to benefit from the latest security patches and features.	
68	Management Interface - Web or CLI Interface: The switch should provide a management interface (web based or CLI) for configuration and monitoring NAC settings.	
69	Integration with NAC Systems - NAC System Compatibility: The switch should be in authorised compatible List with the NAC solution such as Aruba ClearPass, Cisco Identity Services Engine (ISE), Forcepoint or any another solution.	
70	Port Security Features - Port Security: The switch should support port security features that complement NAC, such as limiting the number of MAC addresses per port or securing unused ports.	
71	Hardware Capabilities - Sufficient Performance: Ensure that the switch has adequate performance and capacity to handle the additional load introduced by NAC, including processing authentication requests and applying policies.	
72	Logging and Monitoring - Logging Capabilities: The switch should have adequate logging capabilities to record authentication events, which are useful for troubleshooting and auditing.	
73	Change of Authorization (CoA) - Change of Authorization (CoA) is a mechanism used to dynamically alter the network access of a user or device after initial authentication. It allows for changes to be made to the authorization of a session without requiring the user or device to re- authenticate. The switch must support CoA to dynamically apply changes to network access.	
74	Switch shall conform to EMI/ EMC requirement of CISPR 32/ EN 55032 and EN/IEC 61000-3-2 & EN/IEC 61000-4-5. Certificate to be submitted.	
75	The quoted product should conform to TEC GR of LAN switch dated 2014 or latest TEC GR of LAN switch. Compliance of relevant TEC GR/IR to be submitted along with Technical proposal as per GOI Gazette Notification dated 22.10.24. Supporting document to be submitted Undertaking to be submitted on bidder’s letterhead.	

SECTION 6: BID FORM, PRICE SCHEDULES AND OTHER FORMATS

INDEX

6.1(a)	BID FORM (TECHNICAL BID)
6.1(b)	BID FORM (PRICE BID)
6.2	NON-DISCLOSURE AGREEMENT
6.3	PRICE SCHEDULE
6.4(a)	BID SECURITY FORMAT
6.4(b)	BID SECURITY DECLARATION
6.5	CONTRACT FORM
6.6	Format for Performance Bank Guarantee (PBG)
6.8	MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM
6.9	PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF THE SOLUTION
6.10	ORGANISATIONAL PROFILE
6.11	SERVICE SUPPORT DETAILS FORM
6.13	BILL OF MATERIAL
6.14	UNDERTAKING FOR SUPPORT SERVICES
6.15	COMPLIANCE STATEMENT
6.16	CONFIRMITY TO ELIGIBILITY CRITERIA
6.17	ONSITE DEPLOYMENT INTRODUCTION LETTER
6.18	PRE-CONTRACT INTEGRITY PACT
6.19	UNDERTAKING OF INFORMATION SECURITY COMPLIANCE
6.20	KNOW YOUR EMPLOYEE (KYE) COMPLIANCE
6.21	UNDERTAKING OF AUTHENTICITY OF SOLUTION (HARDWARE AND SOFTWARE)
6.22	SELF-DECLARATION OF NON-BLACKLISTING
6.23	ESCALATION MATRIX OF ALL VERTICALS
6.24	UNDERTAKING OF EXPERIENCE OF INSTALLATION AND SUPPORT OF PROPOSED SOLUTIONS
6.25	UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE RFP
6.26	SOFTWARE/SOLUTIONS INTEGRITY CERTIFICATE
6.27	UNDERTAKING FOR SOURCE CODE (SAST/DAST) AND APPLICATION SECURITY TESTING
6.28	PROJECT PLAN
6.29	CHECKLIST
6.30	FORMAT FOR SUBMISSION OF PRE-BID QUERIES
6.31	SERVICE REFERENCES
6.32	FORMAT FOR LOCAL CONTENT
6.33	Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017
6.34	UNDERTAKING FOR COMPLIANCE
6.35	UNDERTAKING FOR LABOUR LAW
6.36	PERFORMANCE CERTIFICATE

FORMAT 6.1(a): BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: ....

To

The General Manager,
Information Technology Department,
Bank of India
10th Floor, Star House 3,
PNB-BOI Tower
Head Office, BKC,
Mumbai-400 051.

Sir,

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

We have examined the above RFP and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank (hereinafter referred as "Bidding Documents"). Having examined the aforesaid Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to BOI ………………, in conformity with the said Bidding Documents.

We certify that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.

On acceptance of our technical bid, we undertake to participate in Reverse auction. In case of declaration as successful bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.

If our Bid is accepted, we undertake to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements. We will submit a bank guarantee for a sum equivalent to ……. percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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

Till execution of a formal contract, the terms and conditions of RFP and the rates quoted therein, bid documents along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.

We declare that we are not in contravention of conflict-of-interest obligation mentioned in

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

We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. We also certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP

We understand that Bank is not bound to accept the lowest or any Bid Bank may receive and Bank may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

Dated this .... day of 2026

_________________________________ _________________________________
(Signature) *(Name)*
(In the capacity of)
Duly authorized to sign Bid for and on behalf of _________________________________

FORMAT 6.1(b): BID FORM (PRICE BID)
(to be included in Price Bid)

Date: ....

To:

The General Manager
Bank of India,
Information Technology Department,
Head Office
Mumbai-400 051.

Sir,

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

We have examined the above RFP and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank (hereinafter referred as “Bidding Documents”). Having examined the aforesaid Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to BOI ………………., in conformity with the said Bidding Documents.

We certify that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.

If our Bid is accepted, we undertake to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements. We will submit a bank guarantee for a sum equivalent to ……. percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

Till execution of a formal contract, the terms and conditions of RFP and the rates quoted therein, bid documents along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.

We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any

Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. We also certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

We understand that Bank is not bound to accept the lowest or any Bid Bank may receive and Bank may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

Dated this .... day of 2026

(Signature) *(Name)*
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

FORMAT 6.2: NON-DISCLOSURE AGREEMENT
(Need to be submitted on Stamp Paper of Rs. 1000)

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

This Non-Disclosure Agreement executed on this the ____ day of __________ 2026 at ………… by ----------------------------------- a ------------------- under the ------------------------- Act, ----------, having its registered office at ______________________________________, (hereinafter referred to as the **"Vendor"** / **"Company",** which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns) on the One Part

IN FAVOUR OF

BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at Star House, C –5, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai –400 051, (hereinafter referred to as **"Bank" or "BOI"** which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assigns) on the Second Part.

(The "Bank" and the "Company"/ "Vendor" shall, wherever the context requires, be referred collectively as **"Parties"** and individually as **"Party"** also)

And Whereas
1. The Company is carrying on business of providing and willing to participate in the bidding process pursuant to the RFP ref. no………………………………
2. The Company understands that the information regarding the **…………………………………………**shared/to be shared by the BANK is confidential and/or proprietary to the BANK.
3. The Company understands that in the course of submission of the offer for the ………………………..Solution and/or in the aftermath thereof, it may be necessary that the Company may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the Bank.
4. For the purposes of performing the contractual obligations, the Bank needs to disclose and /or deliver certain valuable confidential information to the Company and /or Company may have access to confidential information of Bank, its customers, clients etc. and that Company shall maintain strict Confidentiality of these Information and use such information only for the purpose of performing the contractual assignment.
5. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information

a. Confidential Information means all non-public information of the Bank and/or its customer including details of the Bank's Critical Assets held by the Bank which is accessible by and/or is available to the Vendor whether in writing, graphic, visual and/or any other tangible, intangible and/or electronic form including, without limitation, information relating to developed, installed or purchased software or hardware products of Bank, the information relating to general architecture of Bank's network, information relating to nature and content of data stored within network or in any other storage media, Bank's business policies, practices, methodology, policy design delivery, Intellectual Property Rights as well as any such information not generally known to third parties, that the Vendor is reasonably expected to treat as confidential. It is clarified that all non-public data residing on the Bank's existing system shall be treated as Confidential Information for the purposes of this Agreement.

b. The Vendor acknowledge that in the course of submission of the Proposal and thereafter, the Vendor shall be exposed to and/or acquire Confidential Information and the Vendor shall not, except as otherwise provided in this Agreement, disclose the Confidential Information to any third party and shall at all times, maintain confidentiality regarding the Confidential Information accessible and/or made available to them, whether such information is given in writing or oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Agreement, the Vendor shall neither use, nor reproduce for use in any way, any Confidential Information.

c. The Vendor shall ensure that its employees or if it hires another person to assist it in the performance of its obligations, maintain the confidentiality of the Confidential Information in the same manner as the Vendor is bound to maintain the confidentiality.

d. The Vendor do hereby acknowledge that the Confidential Information (in whatsoever form) provided to and/or accessed by the Vendor shall be and remain the exclusive property of BOI and the Vendor does not acquire by implication or otherwise, any right in or title to or license in respect of the said information.

e. On completion of the assignment or on termination / expiry of Agreement, the Vendor shall, within ------ days of such completion date / termination, return to BOI or if so permitted by BOI in writing, delete or destroy all copies of Confidential Information and all notes and memoranda (including copies of them) containing Confidential Information in their possession or control, to the extent legally permissible, save to the extent that the vendor or its representatives are required to retain any such Confidential Information by any competent judicial, governmental, supervisory or regulatory body institution or department of competent authority;

f. Any publicity by the Vendor in which the name of BOI is to be used should be done only with the explicit prior written permission of BOI.

1. **TITLE AND PROPRIETARY RIGHTS**

a. Notwithstanding the disclosure of any Confidential Information by the BOI to the Vendor the BOI shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trade mark, patents or copy right, or application for the same which are now or thereafter may be obtained by Vendor is either granted or implied by the conveying of Confidential Information. Nothing in this agreement shall be construed as granting any rights in the Proprietary information to the Company. The Vendor shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trade mark, trade mark notice, copy right notice, confidentiality notice or any notice of any other proprietary right of the BOI on any copy of the Confidential Information, and Vendor shall not reproduce any such mark and/or notice on all copies of such Confidential Information. Likewise, the Vendor shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

b. Upon Bank's request, Company shall promptly return all Confidential Information (including all originals, copies, reproductions and summaries of such Confidential Information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this Agreement.

2. **RIGHTS AND REMEDIES**

a. Vendor hereby agrees to promptly notify the Bank of any disclosure of Confidential and/ or Proprietary information in violation of this agreement, whether such disclosure was inadvertent or done with aforethought.
b. Vendor shall cooperate with the Bank to assist in the collection and retention of Confidential and/ or Proprietary information after any unauthorized disclosure and to prevent further unauthorized use or dissemination of the Confidential and/ or Proprietary information.
c. Vendor agrees that any use or dissemination of Confidential and/ or Proprietary information in violation of this Agreement will cause the Bank irreparable harm, damage or loss of reputation of BOI and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information. Bank shall be entitled to an injunction (without the proof of actual damages) to prevent breaches or threatened breaches of this Agreement and to compel specific performance of this Agreement, without prejudice to any other rights or remedies available to Bank at law or in equity. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.
d. The Vendor shall be liable to indemnify the Bank for the loss, damages, expenses etc caused to Bank on account of the breach of the confidentiality obligation by Vendor and /or its employees, representatives, agents etc.

3. **MISCELLANEOUS**

a. Vendor may disclose Confidential Information to its own employees who are assigned to perform the contractual obligations under the ------------Agreement dated---------------- only to the extent required for performing their duties under the Agreement dated -------
b. The Confidentiality Obligation under this Agreement shall be perpetual and survive post termination/ expiry of the Agreement.
c. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
d. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
e. The Agreement shall be governed by the laws in India and Vendor agree that Courts/Tribunals in Mumbai alone shall have jurisdiction to try and settle any dispute arising out of this agreement.

f. Any Dispute or claim arising out of or in relation to this Agreement shall be resolved amicably by the Parties within -------- days. In the event the Parties are not in a position to amicably settle any Dispute or claim within the aforementioned ---------------- days, parties may be at liberty to approach before competent court at Mumbai for adjudication of such dispute.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement on the day and year first above written.

SIGNED by

for and on behalf of

(---------------------------------)

SIGNED by
for and on behalf of Bank of India,
through its authorized representative]

FORMAT 6.3: PRICE SCHEDULE PART I:
(Include in Price Bid Only – Not to be included in Technical Bid)

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

(Part I includes Total Cost for Switches with 3 years' warranty period with all technical/functional specifications mentioned in RFP and scope of RFP)

Sl. No.	Item Description	Qty. (A)	Unit Cost (B)	Total Cost (C=AXB) (Amount in Rs.) (Excluding Taxes)
i	L2 Switch- Non-stackable - Non-POE-24 ports 1 G Copper and 4 nos. of SFP based ports	7113		
ii	Stackable Floor Switches 48 port with 4*1 Gig POE	94		
iii	Stackable Floor Switches 48 port with 4*10 Gig POE	93		
	Total			
	Amount in Words -			

*Any other item not specified here to be factored by the bidder, to comply the technical specifications as per the RFP and best industry practices

Important Notes:

i. The bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
ii. Consolidated, all-inclusive fee for the total project as specified in the Request for Proposal should be mentioned. It has to be noted that bank is not bound to and will not pay any additional cost, apart from the quoted price in entire contract period (and renewal contract period).
iii. The solution shall include all components and subcomponents like software licenses, accessories and the bidder at no extra cost to the Bank should supply other components (required for commissioning of the solution as a part of RFP).
iv. Above Quantity is not commitment by the Bank for procurement. It is indicative and for evaluation purposes only.
v. The total order quantity will be decided by the Bank as per its requirement and shall be mentioned in the POs issued to the successful bidder as and when required.
vi. Bank reserves the right to purchase the quantity in staggered manner during the ……………. period from signing of the contract with the successful bidder.
vii. The prices quoted will be inclusive of all taxes except GST.

viii. In case of discrepancy between figures and words, the amount in words shall prevail.

ix. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.

x. Successful bidder has to submit the OEM support certificate for all Products, Hardware, Software and deliverables for releasing the payment. Bank will not release the payment until the certificate from the OEM will not be provided.

xi. Hardware, software, Solution quoted in this bid should not be END of support during contract period.

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

Name & Signature of authorized signatory

Seal of Company

FORMAT 6.3: PRICE SCHEDULE PART II:
Annual Maintenance Cost (AMc)/ Annual Technical Support (ATS) Cost
(Include in Price Bid Only – Not to be included in Technical Bid)

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

Part II: Annual Maintenance Cost (AMC)/ Annual Technical Support (ATS) Cost (Comprehensive Onsite Management, Maintenance, Support and Services) (Comprehensive AMC/ ATS for 2 year period, post comprehensive warranty of 3 year) of proposed solution (**with all technical/functional specifications mentioned in RFP and scope of RFP).**

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

Part II: (Comprehensive AMC/ ATS for 2 year period, post comprehensive warranty of 3 year)

Sl. No.	Item Description	Make and Model	Quantity	AMC/ATS Charges per year (Amount in Rs.) (Excluding Taxes) (A)	AMC/ATS Charges for 2 year period (Amount in Rs.) (Excluding Taxes) (B = A*2)
i	L2 Switch- Non-stackable - Non-POE-24 ports 1 G Copper and 4 nos. of SFP based ports		7113		
ii	Stackable Floor Switches 48 port with 4*1 Gig POE		94		
iii	Stackable Floor Switches 48 port with 4*10 Gig POE		93		
	Total i+ii+iii+iv				
			Amount in Words -		

*Any other item not specified here to be factored by the bidder, to comply the technical specifications as per the RFP and best industry practices

<u>Important Notes:</u>

1. The bidder must take care in filling price information in the commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

2) The prices quoted will be inclusive of all taxes except GST.
3) No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.

4) All 2 Years AMC/ATS will remain same. No separate ATS or development cost will be applicable for future requirements.

5) AMC/ATS charges to be given in the prescribed format separately.
6) In case of discrepancy between figures and words, the amount in words shall prevail.

7) AMC/ATS contract can be extended at the discretion of the bank at the same rates after the expiry of the contract period.

8) The Bank, at its sole discretion, will enter into an AMC/ATS Contract for required duration.

9) AMC/ATS will include all applicable Software Modules / Components items as applicable, indicated in the Price Schedule.

10) AMC/ATS charges as above will be considered for Price evaluation.

11) Bank at its discretion can terminate the AMC/ATS contract in whole or as part thereof with the bidder and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.

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

13) Contract Start date will be the ……… date of the Solution and warranty shall also start from this date. Warranty and contract date will commence only once all devices are back lined.

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

15) Rate quoted for switches AMC in Format 6.3-Part II for Non-stackable 24 and 48 port and stackable 48 port switches will be valid throughout the contract period in case bank demands for additional switches during the contract period.

Name & Signature of authorized signatory
Seal of Company

FORMAT 6.3: PRICE SCHEDULE Part III:
Facility Management Cost
(Include in Price Bid Only – Not to be included in Technical Bid)

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

Resource type	No. of resources (A)	Unit rate per resource per month (Amount in Rs.) (Excluding Taxes) (B)	Cost for One year for 1 resource (Amount in Rs.) (Excluding Taxes) (C=B*12)	Total cost for 5 years (D= C*5*A) (Amount in Rs.) (Excluding Taxes)
L1	12			
L2	5			
L3	1			
Total amount in numbers				**X**
Total amount in words				

Note - Bank reserves the right to opt for FMS during initial purchase order or any time post go-live, during the contract period. The payment will start only after actual deployment of resource on-site.

Note: Alternate/ backup resources should be provided by the bidder for providing 24x7x365 support including holidays and Non holidays as and when required.

- As per Bank's discretion the actual number of resources, which may increase, or decrease depending on the actual requirements and will be finalized with the successful bidder during the contracting period at a later stage and during entire contract period at the same above quoted rates. If procured, payment will be effective from the date of reporting to bank.
- FMS will start once implementation is over and the solution has went live. Bank will reckon the start date of FMS after Go-live and upon deployment of resource as per the qualification mentioned in this RFP.
- FMS Charges as above shall be considered for price evaluation.
- All Years FMS to be same.
- The Unit rate for resource will remain fixed for contract period (in each year).
- Payment of support/services will be done as per calculation of the uptime and deducting applicable penalty for downtime, which is mentioned in the relevant clause of the RFP.
- The bidders strictly quote in the format and for periods as mentioned above.
- Providing software upgrades in time for the devices supplied by the bidder from the Original Equipment Manufacturer (OEM (IF ANY)).
- The resource deployed will be Single Point of Contact (SPOC) who will understand the requirement of bank and make the necessary changes/ customization on the

solution. In case, the changes are not possible at resource level, the same to be developed / customized at bidder's location within the defined timelines.

- The bidder should quote optimum rates of FMS as per the industry standards.
- This Bill of Material (BOM) must be attached in technical bid as well as commercial bid. The format will be identical for both technical and commercial bids, except that the **technical bid will not contain any price information**.
- Rate quoted for FMS Format 6.3 –Part III for L1,L2 and L3 resources quoted will be valid throughout the contract period in case bank demands for additional FMS to be deployed in DC/DR/BKC/administrative offices.

Name & Signature of authorized signatory

Seal of Company

FORMAT 6.3: PRICE SCHEDULE PART IV:
Total Project Cost
(Include in Price Bid Only – Not to be included in Technical Bid)

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

Sr. No	Type	Total Cost (Amount in Rs.) (Excluding Taxes)
1	**Part I:**	
2	**Part II:**	
3	**Part III :**	
Total Cost Of The Project (TCP) in figures		
Total Cost Of The Project (TCP) in words		

Note: Lowest bidder (Lowest Financial Score) will be declared after the sum of total of format 6.3 Part I, Part II and Part III as tabulated above.

Validity: The prices offered will remain valid for Contract Duration in case of Additional development of use cases /integrations & for Manpower resources during contract period from the date of issue of Purchase Order.

<u>**Important Notes**</u>:

- Payment of support/services will be done as per calculation of the uptime and deducting applicable penalty for downtime, which is mentioned in the related clause of the RFP.
- The bidders strictly quote the price in the format and periods as mentioned above.
- Providing software upgrades in time for the devices supplied by the bidder from the Original Equipment Manufacturer (OEM).
- The Bank reserves the rights to buy for the line items as mentioned above as full or any part thereof. The Bank also reserves the rights to increase the number of any line items mentioned while doing the actual procurement.
- The bidder shall mandatorily attach the detailed Specifications of all Hardware/ Software, Components as above separately in the Technical Bid (Bill of Material, Format 6.13), supported by Technical Literature/ Data sheet/ Product Catalogues/Brochures, etc. This is Mandatory for the bidder.
- Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges excluding GST as applicable in respective State,
- In case of discrepancy between figures and words, the amount in words shall prevail.
- In case of discrepancy between unit price and total price, the unit price shall prevail.

- No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
- Successful bidder has to submit the OEM support certificate for all Products, Software for releasing the payment. Bank will not release the payment until the certificate from the OEM will be provided to bank.
- Software quoted in this bid should not be END of support during contract period.
- For any item, the price is not quoted or cost is indicated as zero, it will be assumed that the item is provided to the bank at no cost.
- The Annual Maintenance / Technical Support i.e. ATS, offered by the bidder should have a back to back supporting arrangement with the original suppliers or their approved business partners of the hardware or software with necessary documentary evidence thereof produced to the bank.
- The vendor will be responsible for obtaining necessary clearance/approval from the local sales tax authorities (at destination place).
- The price quoted, shall be valid for contract period. Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.
- Price quoted will be inclusive of all taxes, duties, levies charges, etc. and no additional charges shall be payable by the bank. GST/ Service tax payable if any under this contract shall be payable as applicable.

Place: Authorized Signatory
Date:

Name & Designation:
Business Address & Email ID:
Office Seal:

FORMAT 6.4(a): BID SECURITY FORMAT

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

To
The General Manager,
Bank of India, Star House-3,
PNB – BOI Tower
'G' Block, Head Office,
I.T. Department;
8th floor, Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051

Dear Sir

(1) WHEREAS Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Star House, C – 5, 'G' Block, Bandra- Kurla Complex, Bandra (East), Mumbai – 400 051 (hereinafter referred as "BOI", which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) has invited bids for ………………………………………………vide RFP Ref.No………………………

(2) WHEREAS in response to RFP ref no……………….dated…………, M/s…………..

(hereinafter called "the bidder") has submitted its Bid dated ………………(Date of submission of Bid) for the supply of

(name
and/or description of the Products/system) (hereinafter called "the Bid").

(3) AND WHEREAS it is one of the condition of the said RFP that the Bidder shall deposit with the BOI at the time of submitting the Bid a sum of Rs.-------- /- (Rupees -- -----------------Only) as and by way of Bid Security (BS), which BS shall not bear any interest and which shall be liable for forfeiture in the event of the Bidder, after acceptance of his Bid by BOI, fails to observe any of the terms and conditions of the RFF and agreement or the Bidder does not supply the said product/Goods to the satisfaction of BO.

(4) AND WHEREAS at the request of the Bidder, BOI has agreed not to insist for payment of the said BS in cash/demand draft and accept the guarantee from a Scheduled Commercial Bank in lieu thereof and have agreed to accept the same from us, the Bank i.e. __________________ (Name of the bank) on behalf of the Bidder, as hereinafter contained. In the premises aforesaid and in consideration of BOI having agreed at our request to exempt the Bidder from depositing the said BS in cash. We , _______________Bank having our Head Office at ______________and one of our

Branches at ___________________do hereby unconditionally and irrevocably guarantee unto the BOI that the Bidder will execute the Contract form and Service Level Agreement soon upon acceptance of the Bid by BOI and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said RFP (read with any amendments made thereto by mutual consent of BOI and the Bidder) and deliver products/Goods to the satisfaction of the BOI within the time stipulated therein, failing which WE the _____________________Bank shall, on demand pay unto the BOI the sum of Rs. --------------/- (Rupees---------------------------- only) at its office at Mumbai.

A. THE CONDITIONS of this obligation are:

1. If the bidder withdraws or modifies its Bid during the period of Bid validity specified by the bidder on the Bid Form; or
2. If the bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
   (a) fails or refuses to execute the Contract Form and SLA; or
   (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to The bidders.
3. If the bidder is found to be involved in fraud and corruption.

We undertake to pay you the above amount without protest and demur, upon receipt of your first written demand stating that the amount claimed is due to it, owing to the occurrence of any of the conditions mentioned hereinabove. Bank binds itself, its successors, and assigns by these presents.

B. We ______________________________Bank further covenant that:

a) We shall pay the aforesaid sum on demand made in writing by BOI without reference to the Bidder and notwithstanding any dispute or difference that may exist or arise between the BOI and the Bidder.

b) That this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of BOI.

c). That the notice of demand in writing issued by BOI shall be conclusive proof as regards the amount due and payable to BOI under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority.

d) That any neglect or forbearance on the part of BOI in enforcing any of the terms and conditions of the said RFP / agreement or any indulgence shown by BOI to the Bidder or any variation in the said RFP/ agreement terms made by mutual agreement between BOI and the Bidder or any other act or deed on the part of BOI which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Bidder with all their obligations / duties under the said RFP/ agreement or by payment of the sum.

e) That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the Bidder to submit the said tender and enter the said agreement or any change in the constitution or dissolution of the Bidder or change in its name.

f) That it shall not be necessary for BOI to exhaust its remedies against the Bidder before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the BOI may have obtained or may hereafter be obtained from the Bidders at the time when this guarantee is invoked is outstanding and unrealized.

g) That we hereby agree that this guarantee shall be valid and be in force for a period of ………. months i.e. up to ___________ and any demand in respect thereof should reach
the Bank not later than the above date.

Sealed with the Common Seal of the said Bank this ____ day of year_____.

(Signature of the bidder's Bank)

FORMAT 6.4(b): BID SECURITY DECLARATION

To
The General Manager,
Bank of India, Star House-3,
PNB – BOI Tower
'G' Block, Head Office,
I.T. Department;
8th floor, Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051

Dear Sir,

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

We,……………………….(name of bidders) have gone through the terms and conditions of RFP ref. no……………..dated…………

We understand that, according to the aforesaid RFP terms and conditions, bids must be supported by a Bid-Security Declaration. Accordingly, we hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for ………… year from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming successful bidder and if:

   a) we fail to execute Contract within the stipulated time.

   b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,
Date:
For _________________________
Signature ____________________
Name _______________________

(seal of the Company)

FORMAT 6.5: CONTRACT FORM
Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

THIS AGREEMENT made the ....day of................................., 2026. Between .... *(Name of Purchaser)* (hereinafter called "the Purchaser") of the one part and .... *(Name of Service Provider)* of .... *(City and Country of Service Provider)* (hereinafter called "the Service Provider") of the other part:
WHEREAS the Purchaser invited Bids for certain Products and services viz., ... *(Brief Description of Products and Services) and* the Bid submitted by the Service Provider for the supply of those Products and services for a sum of Rs.............................. *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price") has been accepted by the Purchaser.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of Bid No.**: Ref ………………………..**shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a) the Bid Form and the Price Schedule submitted by the bidder;
   b) the Bill of Material;
   c) the Technical & Functional Specifications;
   d) the Terms and Conditions of Contract;
   e) the Purchaser's Notification of Award;
   f) Schedule of Dates, Amounts etc.
3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Products and services and to remedy defects therein, in conformity in all respects with the provisions of the Contract and RFP.
4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. All the Terms and conditions (including General and Special Conditions of Contract) of RFP Ref. No……………………dated…………… shall form part of this contract.
6. The contract for this project starts from date: ______________________________ and will be valid upto date: ___________________________ for next 5 years.

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

Signed, Sealed and Delivered by the
said.. (For the Purchaser)
in the presence of: ....
Date Of Contract execution:

Signed, Sealed and Delivered by the
said.. (For the Service Provider)
in the presence of: ....
Date Of Contract execution:

FORMAT 6.6: Format for Performance Bank Guarantee (PBG)

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. …. Date: ....
Issued by…….

To,
Bank of India
….…….
- -

THIS BANK GUARANTEE is issued on this _________day of _________2026 by _________ (Name of the Bank) _________ having its Registered Office at _________and its Branch at _________ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

IN FAVOUR OF Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Star House, C – 5, 'G' Block, Bandra- Kurla Complex, Bandra (East), Mumbai – 400 051 (hereinafter referred as "BOI", which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS..., having its registered office at... (hereinafter called the "Vendor", which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns), has undertaken, to provide **……………………………………………….. (hereinafter referred as "Goods/Service/Products") to Bank of India in accordance with the** Purchase Order ref. no……………………..dated…………………..and **RFP Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026** (hereinafter called "the Contract").

WHEREAS, Bank of India has agreed to avail the Services from the Vendor for a period of ______ year(s) subject to the terms and conditions mentioned in the RFP.

WHEREAS in accordance with the terms and conditions of the RFP, the Vendor is required to furnish a Bank Guarantee by a Scheduled Commercial Bank for the sum of Rs………. as security for compliance with the Vendor's performance obligations in accordance with the said Contract.

WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ years and in the event of failure, on the part of Vendor, to fulfill any of its commitments / obligations under the RFP/Agreement, BOI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor at the request of Vendor, agreed to issue, on behalf of Vendor, Bank Guarantee as above, for an amount of Rs.___________/- (Rupees ___________ only) in your favour guaranteeing the due performance of the Vendor of the said Contract.

WE (THE GUARANTOR) HEREBY AGREE, DECLARE & UNDERTAKE THAT:

1. We…………………………. hereby agree and affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a sum of Rs ………………… (Rupees in words) and we undertake to pay you forthwith the said amounts without demur or objection, upon your first written demand declaring the Vendor to be in default under the said Contract. We shall pay the said amounts without cavil or argument as aforesaid, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.
2. We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
3. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Bank of India under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Bank of India certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Vendor and accordingly discharges this guarantee. This Guarantee shall be valid up to……………………………..and unless a demand or claim under this guarantee is made on us in writing on or before the…………………… (claim period) we shall be discharged from all liability under this guarantee thereafter.
4. We further agree that Bank of India shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor from time to time or to postpone for any

time or from time to time any of the powers exercisable by Bank of India against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on the part of Bank of India or any indulgence by the Bank of India to the said Vendor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in our constitution or of the Vendor.
6. We lastly undertake not to revoke this guarantee during its currency.

Notwithstanding anything contained hereinabove,

a. Our liability under this bank guarantee shall not exceed Rs. … (Rupees … Only)
b. This bank guarantee shall be valid upto …….
c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and if you serve us a written claim or demand at ….. on or before …..

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

Signature and Seal of Guarantors (Vendor's Bank)

....

Date..

....

Address:

....

FORMAT 6.8 MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

No. ____________________

Date:

To:

____
Dear Sir:

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

We ______________________________ who are established and reputable manufacturers / producers of ________________________ having factories / development facilities at ________ (*address of factory / facility*) do hereby authorize M/s ___________________ *(Name and address of Agent)* to submit a Bid, negotiate, conclude and sign the contract with you for supply of equipment manufactured by us against the above RFP.

1. We hereby extend our full guarantee/warranty for the Solution, Products and services offered by the above firm against this Bid Invitation. We also undertake to provide back-to-back support for spares and skill to the bidder for subsequent transmission of the same to the Bank.

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

   (a) Such Products as the Bank may opt to purchase from the Service Provider, provided, that this option shall not relieve the Service Provider of any warranty obligations under the Contract; and
   (b) In the event of termination of production of such Products:
   i. notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

   ii. following such termination, furnishing at no cost to the Bank and shall be inline to RFP terms. The blueprints, design documents, operations manuals, standards, source codes and specifications of the Products shall be provided to bank at no cost, if requested for ensuring business continuity.

3. We duly authorize the said firm to act on our behalf in fulfilling all scope, Technical support and maintenance obligations required by the contract. We also undertake to provide support services during contract period if the above bidder authorized by us fails to perform in terms of the bid.

4. In case, the bidder/supplier fails /unable to deploy the solution/ solution(s) in the stipulated timeline of RFP, we, OEM, undertake to deploy the solutions with an alternate arrangement/partner, in line with the deployment methodology as proposed by bidder, as per terms and conditions of the contract, without any additional cost to bank and within balance contract commercials. Thereafter, support will be provided for contract period without any additional cost to bank.

5. Further, in case of disruption in support from the bidder, the OEM undertakes to ensure the support during the contract period, as per terms and conditions of the contract, without any additional cost to bank and within contract commercials.

6. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and aforesaid Bidder is eligible to participate in the above RFP.

Yours faithfully,

Authorized Signatory
(Name of OEM (IF ANY)/ Producers)
Note:

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

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

No. Date:

M/s.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

Sub: Certificate of Commissioning of ……………

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

   a) Contract No.__________________ dated _______________________
   b) Description of the Solution ___________________________________
   c) Quantity ____
   d) Date of commissioning and proving test _________________________

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

   S. No. Description Amount to be recovered

3. The proving test has been done to our entire satisfaction and Staff have been trained to operate the Product.

4. The Service Provider has fulfilled his contractual obligations satisfactorily*

   or

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

   (a)

   (b)

   (c)

   (d)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.

6. The amount of recovery on account of failure of the Service Provider to meet his

contractual obligations is as indicated in endorsement of the letter.

Signature : ________________________

Name : ________________________

Designation with stamp : ________________________

* Explanatory notes for filling up the certificates:

(a) The Service Provider has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.

(b) The Service Provider has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.

(c) Training of personnel has been done by the Service Provider as specified in the contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Service Provider, the extent of delay should always be mentioned.

FORMAT 6.10: ORGANISATIONAL PROFILE
(Include in Technical Proposal Only – Not to be included in Price Proposal)

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

CONSTITUTION Proprietary Private Ltd. Public Ltd.	:		
Established since Commercial Production of the solution on Offer started since	: :		
Address of Registered Office	:		
Category	:	Principal/Third-party Any Other (*please specify*)	
		Name	Phone Nos. (With STD Codes)
Names of Proprietor/Partners/ Directors	:	1.	
		2.	
		3.	
		4.	
Number of Engineers familiar with the solution being offered	:		
Number of Total Employees	:		

Solution being offered, sold so far to:			
Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail)	Modules in Use	Date of Sale	Whether Warranty/AMC still continues
1.			
2.			

Note: Please support the above facts with documentary evidence. Enclose copies of Audited Balance Sheet along with enclosures. Please also attach Income-Tax Clearance Certificate (latest), Referral Letters from Clients mentioned above.

Signature of The bidder: ______________
Name: _______________________________
Place:
Business address: _____________________
Date:

FORMAT 6.11: SERVICE SUPPORT DETAILS FORM

Ref No. **Date-**
To:
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB – BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

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

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

Signature of Bidder: ____________________

Name : ________________________________
Business address : ______________________

Place:

Date:

FORMAT 6.13: BILL OF MATERIAL

(To be included in Technical Bid)

To,

The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

____

Dear Sir:___________

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

A) **The Bidder should provide Bill of Material for entire Solution for all software's/ hardware's etc used.**

Sr. No	Description	Make	Model	Quantity

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

Signature of Bidder:_________________
Name: _____________________________
Business Address:___________________

Place:
Date:

FORMAT 6.14: UNDERTAKING FOR SUPPORT SERVICES

To:

Bank of India,
Information Technology Department,
10th Floor, Star House 3,
PNB – BOI Tower, G-Block,
Bandra Kurla Complex
Bandra (East), Mumbai-400 051.

Gentlemen,

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

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

We undertake that during support Period we will maintain an Uptime of 99.99 % on monthly basis for the entire/core solution proposed.

Dated this .... day of 2025

____

____

(Signature) *(In the capacity of)*

Duly authorized to sign Proposal for and on behalf of

FORMAT 6.15: COMPLIANCE STATEMENT

To,

The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Gentlemen,

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

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

Deviations if any –

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

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

FORMAT 6.16: CONFIRMITY TO ELIGIBILITY CRITERIA

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

The bidders who fulfil the following criteria are eligible to respond to the RFP. The bidder shall submit the supporting documents pertaining to the eligibility criteria along with the Technical Bid. The bids which do not fulfil any of the following eligibility criteria are liable to be rejected. **All criteria's to be complied as on RFP date. MSE stand for Micro and Small Enterprises.**

Sr. No.	Eligibility Criteria	Supporting Documents Required	Complied (Yes/No)
1.	Bidder must be a Government Organization/ PSU/ PSE/ partnership firm/ LLP or private/ public limited company in India at least for the last 5 years. The bidder should be registered as a company in India as per Company Act 1956 or 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the last date of Bid Submission. Note – In case of MSEs/ Start-ups, subject to meeting the quality and technical specifications, the count of years is relaxed for two (2) year (i.e. three (3) years existence required).	Documentary Proof to be attached (Certificate of Incorporation)	
2.	A certified copy of the latest Board Resolution in favour of Authorized Person(s) with signature duly authorized by the Company Secretary/ Director along with validity of authorization is to be submitted. In case the authorized person delegates authority to another person of the company to sign the bid documents, then the Power of Attorney in original (from authorized person executed on stamp paper of appropriate value) with bid reference showing that the signatory has been duly authorized to sign the bid documents, execute contracts/ agreements with the Bank on behalf of the Company. Partnership deed, LLP agreement and other relevant documents thereof. This is to be submitted by all the bidders & OEMs involved.	Power of Attorney/ Authorization letter or Board Resolution copy	
3.	The Auditor/ Firm/ Company/LLP or its group company/ subsidiary company/ holding company/ affiliate/ associate company/ partner should have never been black listed and/ or banned and/ or barred and/ or disqualified and/ or prohibited during the last three (3) years as on the last date of bid submission by SEBI and/ or RBI and/ or NCLT and/	Undertaking to be provided as per FORMAT 6.22	

	or NCLAT and/ or any court of law and/ or quasi-judicial authority and/ or any other statutory and/ or regulatory authority, in undertaking any work directly or indirectly which is required to perform as stated in this RFP and/ or issuance of any certificate of audit directly or indirectly with respect to the work stated herein the RFP.		
4.	Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners has not participated in the bid process.	Letter of confirmation (self-certified letter signed by authorized official of the bidder) to be attached.	
5.	The bidder should be in the business of supplying/ managing routers or switches for at least FIVE (5) years as on the last date of bid submission in PSU/ central government organizations/ Financial institutions in India.	Bidder has to provide self-undertaking to support this clause.	
6.	The bidder should not be involved in any litigation which threatens solvency of company	Certificate is to be provided by the chartered accountant /statutory auditor.	
7.	The bidder will be required to submit an undertaking, explicitly stating their commitment to provide full technical, spares, operational and maintenance support to the Bank during the warranty and AMC period.	Undertaking to be provided on Bidder's Letter head.	
8.	The Bidder should have Manufacturers' authorization and a direct back-to-back support agreement with the OEM for the equipment included in the proposed solution. The Support agreement should include the activities like Post-Sales support, Technical Assistance support, Spares support etc.	Manufacturers/ Producers Authorisation certificate as per format 6.8.	
9.	The Bidder, unless otherwise stipulated in this RFP, must be a manufacturer of the product offered or be dealer authorized by the Principal/ OEM.		
10.	The Bidder shall submit an undertaking confirming full compliance with all applicable labour laws, rules, and regulations in force, including but not limited to laws relating to wages, working conditions, social security, safety, and welfare of workers. The Bidder further undertakes to indemnify and hold the Employer harmless against any claims, liabilities, or penalties arising out of non-compliance with such labour laws during the execution of the contract.	Undertaking to be submitted	
11.	The Bidder shall submit an undertaking confirming compliance with the Telecom Engineering Centre Guidelines/Instructions and Regulations (TECGR/IR) as mandated under the Government of India Gazette	Undertaking to be submitted on bidder's letterhead.	

	Notification dated 22-10-2024.		
	B. Financial		
12.	The Bidder must have registered, average annual turnover of **Rs. 47 Crore and above** during the last five (5) completed financial years i.e. for FY 2020-21, 2021-22, 2022-23, 2023-24 & FY 2024-25 (in the increasing trend, i.e. the turnover in the subsequent year should be greater than the previous year) from Indian Operations only (Not inclusive of the turnover of associate companies). In case of MSEs/ Start-ups, subject to meeting the quality and technical specifications, the financial statements to be considered for 3 years, wherein turnover may be relaxed and the average annual turnover of the last 3 financial years, i.e. FY 2022-23, FY 2023-24 and FY 2024-25 is **Rs. 24 crores and above.**	Audited Financial statements for the financial years 2020-21, 2021-22, 2022-23, 2023-24 & FY 2024-25. In case FY 2024-25 not audited then 2021-22, 2022-23 & 2023-24 to be submitted with undertaking that 2024-25 not audited. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualifications.	
13.	The OEM must have an average turnover of minimum **Rs.377 Crore** during last 03(three) financial year(s) i.e FY 2022-2023, FY 2023-2024 & FY 2024-2025. (in the increasing trend, i.e. the turnover in the subsequent year should be greater than the previous year) from Indian Operations only (Not inclusive of the turnover of associate companies).	Audited Financial statements for the financial years 2020-21, 2021-22, 2022-23, 2023-24 & FY 2024-25. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualifications.	
14.	The Bidder must have net profit and Positive Net worth during each of the last three (3) years i.e FY 2022-23, FY 2023-24 & FY 2024-25.	Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor must be submitted.	
15.	The bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.	Certificate by CA	
	C. Experience & Support Infrastructure		
16.	The bidder must have supplied, installed, and maintained at least **5,500** units of L2/L3 managed network switches, executed through a maximum of five **(05) Projects**, across a minimum of twenty-one (21) States in India for Scheduled Commercial Banks / Financial Institutions / Government Departments / PSUs in last 5 years from the date of RFP.	Bidder to submit Documentary evidence completion certificates, or ongoing maintenance certificates & Purchase Order/ work order along with performance certificates/letters from	

	If the Bidder is MSE/ start-up entity, it should have supplied, installed and maintaining at least **2750** units of L2/L3 managed network switches, executed through a maximum of five (05) Projects, across a minimum of twenty-one (21) States in India for Scheduled Commercial Banks/ Financial Institutions/ Government Departments/ PSUs in last 5 years from the date of RFP.	clients as per Format 7.37.	
17.	The proposed solution should have been implemented either by OEM or bidder in at least two (02) Public/ Private Sector Bank/ Financial Institution/ PSU/ BFSI Sector in India. Relevant Purchase Order/ Letter from client to be submitted as a proof of experience, along with confirmation on active user count. Proof of Concept (POC) will not be considered as experience.	Bidder to submit Documentary evidence completion certificates, or ongoing maintenance certificates & Purchase Order/ work order along with performance certificates/letters from clients as per Format 6.37.	
18.	The Bidder/ OEM should have at least one Own/ Franchise Service/ Support Office in the state where Bank's Zonal Offices are located. However, for Zones falling in Northeast Region, Bidder/ OEM can have at least one Own/ Franchise Service/ Support Office at any Northeast location.	Bidder to provide Certificate as per Format 6.11	
19.	The bidder/ OEM should ensure that the proposed switches must not be declared end of life (EOL) for the next five (5) years and end of support (EOS) for next seven (7) years from the date of RFP.	Letter of Undertaking from OEM	
20.	The Bidder should have their own functional Support Centre for providing 24x7x365 Global Technical Assistance Centres (TAC) with Toll free numbers across India	Letter of Undertaking from OEM The Bidder to provide details of remote service delivery infrastructure of Bidder/ OEM(s) to ensure immediate response and faster call resolution.	
21.	The bidder and the OEM both should have a valid ISO 27001, ISO 14001 certification. The OEM should also have a valid TL 9000 certification for the manufacturing facility from where the equipment will originate.	Copy of the certificates.	
22.	The proposed switches should be CE (or equivalent) certified to comply with essential safety requirement and BIS CRS certificate to maintain quality, safety, and reliability of products in India.	Copy of the certificate.	
23.	The Bidder should either be the OEM or an authorized partner with the premium or equivalent partnership level of the OEM for the last minimum 5	Letter of confirmation from OEM	

	years (Either the authorized partner on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item / product for this tender.). Certificate/ Letter from OEM/ OEMs to be attached.		
24.	Bidder should have direct support offices at Mumbai and Delhi-NCR. In case direct support office of the bidder is not present in Delhi NCR/ Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Delhi NCR/ Mumbai whenever desired by the Bank. The following details of the support offices to be provided: - a. Location/ address of the Office. b. Names of Organizations to whom maintenance support is being offered from these offices. c. No. of support personnel on bidder's payroll. d. Number of employees supporting Payment System Projects in India, on Bidder's Payroll.	Letter of Undertaking from Bidder	
25.	The Bidder shall also submit Pre-Contract Integrity Pact along with technical Bid as prescribed in Format 7.18 duly signed by the Bidder on each page and witnessed by two persons. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.	Format 6.18	
26.	The Bidder, unless permitted explicitly in this RFP, not be (or proposes to be) a Joint Venture/ Consortium	Letter of Undertaking from Bidder	
27.	The Bidder should submit a self-declaration stating that it has not violated any intellectual property Rights.	Letter of Undertaking from Bidder	

Note: *Bidders are advised to submit, all the documents related to experience and Certifications mandatorily at the time of bid submission, in conformity to related to Eligibility criteria and checklist. Bank will not consider and accept any additional references or certifications though available earlier, but not submitted at time of bid submission. Bid will be evaluated based on documents submitted at the time of bid submission only. Bank may seek additional documents / clarification in the gem portal after the submission of the bid, only in relation to already submitted documents.*

Please note the following –

i. A summary of deployment/ implementation establishing the bidder's experience and OEM (IF ANY)/product capability must be enclosed with the Technical Bid, giving the following details:

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

ii. In the response to the RFP, both bidders i.e. OEM (in individual capacity) and OEM with SI can't bid simultaneously i.e. either the OEM (Original Equipment Manufacturer) in individual capacity or OEM with SI i.e. their authorized distributor in India can bid in the RFP.

In case, both OEM (in individual capacity) and OEM with SI submitted the bids, the bid submitted by OEM (in individual capacity) will be considered.

iii. Deployment Methodologies duly signed by OEMs to be submitted (Improper or insufficient methodologies could result in disqualification at the sole discretion of the Bank). All Documents on deployment framework, tools, templates & utilities to be provided without any additional cost to the bank during the contract period.

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

(**Above details are MANDATORY and must be included in the technical bid. Without the above details, the Bid is liable to be rejected.**)

iv. Bidder/SI has not violated any intellectual property Rights (Self-Declaration to be submitted).

v. Any assumptions made by the bidder's/SI in response to this RFP will be at their own risk and cost. The Bank will not be liable for any such assumptions / representations made by the bidder. The Bank's assumptions and decision will be final.

FORMAT 6.17: ONSITE DEPLOYMENT INTRODUCTION LETTER
(To be submitted by Bidder on company's Letter Head)

Bank of India - Third Party Employees - Onsite Deployment Introduction Letter

Date:

To,

The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Mumbai – 400 051

Subject: Onsite Resource Deployment for ________________________ (Project at Bank of India)

Ref: Your RFP Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026
Dear Sir,

It has reference to your above mentioned RFP and PO No.
dated

This is to inform you that we wish to deploy below mentioned resource/s at your office / location to perform Project related activities under the above mentioned RFP contract requirements.

Sr. No.	Name	Employee Code	On Payroll Since	Govt. ID & Number	Technology Name & Skill Level

We request you to please provide them required accesses in your network / IT Solutions at your Office for performing contract related activities.

The on-site deployment requirement is of longer term i.e. more than 3 months / short term i.e. less than 3 Months / On need basis.

We confirm that we have done necessary Background Checks / Police Verification for these persons as part of our pre-employment formalities and observations were satisfactory.

Authorized Signatory: Name Place Date (Corporate Office Address)	Seal of the Agency

FORMAT 6.18 PRE-CONTRACT INTEGRITY PACT
(Need to be submitted on legal stamp paper of Rs. 600)
(TO BE STAMPED AS AN AGREEMENT)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made at -----on day____month, 20____, between,

Bank of India, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at C-5, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051, hereinafter referred to as "**BOI**" or "Buyer"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the First Part;

and
……………………..a -----------------registered under ------------------------having its registered office at ---(hereinafter referred to as **"**The Vendor/Bidder" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include all its partners, liquidators, successors and permitted assigns) of the Second Part

Preamble

BOI is a one of the nationalized PSU Banks having its presence throughout India and certain overseas territories. BOI is committed to fair and transparent procedure in appointing of its outsourced service providers.

WHEREAS

i. BOI intends to procure /avail ____from eligible Vendor/Bidder, under laid down organizational procedures and the Bidder is willing to offer the said services in terms of RFP.

ii. The BOI values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Vendor(s) and / or Bidder(s). In order to achieve these goals, the BOI may also engage Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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

i. Enabling the BOI to obtain the desired said product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Section 1 - Commitments of BOI

1.1 The BOI undertakes that no official of the BOI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

1.5 The BOI will make endeavour to exclude from the selection process all known prejudiced persons.

1.6 The BOI will disqualify, from the tender process, the bidders who do not sign this Pact or violate its provisions.

1.7 If the BOI obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita/ Prevention of Corruption Act, or if the substantive suspicion in this regard, the BOI will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

a) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BOI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
b) The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BOI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
c) Bidders shall disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates.
d) Bidders shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
e) The Bidder further confirms and declares to the BOI that the Bidder is the original manufactures / integrator / authorized government sponsored export entity of the stores / supplier and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BOI or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder nor has any amount been paid promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
f) The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BOI or their family members agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
g) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
h) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
i) The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BOI as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The

Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

j) The Bidder commits to retrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

k) The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

l) The Vendor(s)/Bidder(s) will not commit any offence under the Bharatiya Nyaya Sanhita/ Prevention of Corruption Act. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the BOI or alternatively, if any relative of an officer of the BOI has financial interest / stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filling of tender. The term relative for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

m) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BOI.

n) The Vendor(s)/ Bidder(s) has not/will not entered/enter with other Vendor(s)/Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process

o) The Vendor(s) / Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Vendor(s)/Bidder(s).

p) The Vendor(s)/ Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

q) Vendor/ Bidder shall not outsource or sub contract the contract. However, if sub-contracting has been permitted by the Bank in writing, the Principal Vendor/Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder/ Sub -Vendor.

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

3.1 If the Vendor(s)/Bidder(s), before or after the awarding of contract, commits any breach or violation of any of the provisions of this Agreement including Section 2 or commits any form of transgression of any law, regulation, rule etc. which may put the reliability or credibility of the Vendor/Bidder into question, the BOI shall be within its right to terminate the contract, if awarded to Vendor and

/or disqualify the Vendor(s)/Bidder(s) from the tender process and/or immediately call off the pre contract negotiations and/ or take action as per the procedure mentioned in "Guidelines on Banning of business dealings" and/or take action as per law/ prevailing guidelines in force, without prejudice to any other right available to BOI under law or in equity.

3.2 In addition to the above, BOI, at its discretion, may debar the Vendor(s)/Bidder(s), from participating in future bidding processes of BOI and/or any of its Subsidiaries for a specified period, and may intimate to the CVC, IBA, RBI, as BOI deem fit the details of such events for appropriate action by such authorities.

Section 4 - Compensation for Damages

4.1 If the BOI has disqualified the Vendor(s)/ Bidder(s) from the tender process prior to the award according to Section 3, the BOI shall be within its right to demand and recover the damages along with interest, from the Vendor/ Bidder and also forfeit the EMD/ Bid Security.

4.2 If the BOI has terminated the contract according to Section 3, or if the BOI is entitled to terminate the contract according to Section 3, the BOI shall be entitled to demand and recover from the Vendor(s)/ Bidder(s) the loss, damages etc along with interest and BOI shall also be within its right to claim liquidated damages and also to invoke Performance Bank Guarantee etc. without prejudice to any other right available to BOI under law or in equity.

Section 5 - Previous transgression

5.1 The Vendor(s)/ Bidder(s) declare/s that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify his exclusion from the tender process.

5.2 If the Vendor(s)/ Bidder(s) make/s incorrect statement on this subject, it/he/she can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason. BOI can also take appropriate action against the Vendor/Bidder as per applicable guidelines and rules.

Section 6- Earnest Money (Security Deposit)

6.1 While submitting commercial bid, the Bidder shall deposit an amount ________________ as specified in the RFP as Earnest Money/Security Deposit, with the BOI through any of the following instruments.

(i) Bank Draft or a Pay Order in favour of ___________________

(ii) A confirmed guarantee by an Indian Nationalized Bank or scheduled Commercial Bank, promising payment of the guaranteed sum to the BOI on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BOI shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument as specified in the RFP.

6.2 The Earnest Money / Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder and the BOI, including warranty period / Defect liability period.

6.3 In case of breach of the terms and conditions of this Pact, the Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BOI and the BOI shall not be required to assign any reason therefor.

6.4 No Interest shall be payable by the BOI to the Bidder on Earnest Money / Security Deposit for the period of its currency.

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

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

Section 8 - Independent External Monitor

8.1 The BOI has/ shall appointed/appoint competent and credible Independent External Monitors (hereinafter referred to as Monitors) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the parties as confidential.

8.3 The Vendor(s)/ Bidder(s) accept/s that the Monitor has the right to access without restriction to all Project documentation of the BOI including that provided by the Vendor(s) / Bidder(s). The Vendor(s)/ Bidder(s) will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders/Sub contractors/ Sub Vendors.

8.4 The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information' with BOI under contractual obligation to treat the information and documents of BOI, its customers, clients etc. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOI and recuse BOI from that case.

8.5 The BOI will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the BOI and the Vendor(s)/ Bidder(s). The parties offer to the Monitor the option to participate in such meetings.

8.6 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the authority designated by the BOI and request the Authority to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. In cases where BOI initiates action based on the recommendations of the Monitor BOI's action shall be binding on the Vendor/ Bidder and shall not be challenged.

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

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

8.9 The Bidder/Vendor shall not approach the courts while representing the matter to IEM and will wait for the decision of IEM in the matter.

8.10 If the Monitor has reported to the BOI, a substantiated suspicion of an offence under relevant the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988, and the BOI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.11 The word' Monitor' would include both singular and plural.

Section 9 - Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BOI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Vendor(s)/ Bidder(s)and the Vendor(s)/ Bidder(s) shall provide necessary information and documents in English and shall extend full co-operation/help for the purpose of such examination.

Section 10- Sanctions for Violations

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BOI and the BOI shall not be required to assign any reason therefor.
(iii) To immediately cancel the contract if already signed, without giving any compensation to the Bidder.
(iv) To recover all sums already paid by the BOI and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the SOFR (Secured overnight financing rate). If any outstanding payment is due to the Bidder from the BOI in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments already made by the BOI, along with interest.
(vi) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BOI resulting from such cancellation / rescission and the BOI shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
(vii) To debar the Bidder from participating in future bidding processes of the Bank for a minimum period of two years, which may be further extended at the discretion of the BOI.
(viii) To recover all sums paid in violation of this Pact by Bidder (s) to any middlemen or agent or broker with a view to securing the contract.
(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BOI with the Bidder, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BOI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

10.2 The BOI will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the Bidder or any one employed by it or acting on its behalf (Whether with or without the knowledge of the Bidder), of an offence as defined in Chapter XII of the Bhartiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Section 11 - Price Fall Clause

The Vendor/Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder/Vendor to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder/vendor to BOI, if the contract has already been concluded.

Section 12 - Pact Duration

This Pact begins when both parties have legally signed it and shall be operative till the final completion of the contract including warranty period and 2 years thereafter for the selected Vendor/Bidder. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claims made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOI.

Section 13- Law and Place of Jurisdiction

This Pact is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOI, i.e. Mumbai.

Section 14- Other Legal Actions

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

Section 15 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing.

(2) If the Vendor/Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.

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

(For & On behalf of the BOI) (For & On behalf of Vendor(s)/ Bidder(s))

(Office Seal) (Office Seal)

Place -----------
Date ------------

Witness:

Witness 1: (Name & Address)

Witness 1: (Name & Address)

Witness 2: (Name & Address)

Witness 2: (Name & Address)

FORMAT 6.19: UNDERTAKING OF INFORMATION SECURITY COMPLIANCE

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

To:
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Sir,

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

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

We shall comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank. We shall also comply with Bank's Corporate Information Security policy in key concern areas relevant to the project and we undertake that during various phases of implementation and performance, security is not compromised.

We shall be responsible for any financial or non-financial loss to the Bank, because of security breach, Negligence or any reason attributable to us.

Yours faithfully,

Signature of Bidder: ______________________
Name: __________________________________
Business address: _______________________
Place:
Date:

FORMAT 6.20: KNOW YOUR EMPLOYEE (KYE) COMPLIANCE

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

To:
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051
Sir,

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

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

1. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

2. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report (issued in last six months), character certificate regarding fit and satisfactory conduct, ID card copy, Educational document, etc.) to Bank before deploying officials in Bank premises for ………………..(Name of the RFP)."

Yours faithfully,

Signature of Bidder: _______________________
Name: ____________________________________
Business address: _________________________
Place:
Date

FORMAT 6.21: UNDERTAKING OF AUTHENTICITY OF SOLUTION (HARDWARE AND SOFTWARE)

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

To,

The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

Dear Sir,

With reference to the subject matter, we hereby undertake that all the components/parts/assembly/software used in the Solution, Hardware, Application Server Software and Backup software for Proposed Solutions shall be original and new components / products only, from respective OEMs (IF ANY) of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / Software are being used or shall be used.

We also undertake that in respect of licensed operating system/other required software, if any, the same shall be supplied along with the authorized license certificate (e.g. Product Keys, if any on Certification of Authenticity) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We hereby undertake to produce the certificate from our OEM (IF ANY) Service Provider in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM (IF ANY) Service Provider's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, we agree to take back entire setup (i.e. Servers, Application Server Software and Backup software) for BOI DMS application without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM (IF ANY) name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Signature of Bidder: ________________________
Name: ____________________________________
Business address: _________________________
Place: _________________________
Date:______________________

FORMAT 6.22: SELF-DECLARATION OF NON-BLACKLISTING

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

Date:

To,
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Dear Sir:
Reg.: RFP for Procurement of Network Switches and Facility Management Services.
Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

We ___________________________ who are established and reputable in the industry, hereby confirm that our company (Firm/ Company/LLP) or its group company / subsidiary company / holding company /affiliate /associate company / partner should have never been black listed and/ or banned and /or barred and / or disqualified and or prohibited by SEBI and /or RBI and /or NCLT and/ or NCLAT and / or any court of law and / or quasi-judicial authority / and or any other statutory and/ or regulatory authority, in undertaking any work directly or indirectly which is required to perform as stated in this RFP and/ or issuance of any certificate of audit directly or indirectly with respect to the work stated herein the RFP.
We also confirm that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time.

Yours faithfully,

Authorized Signatory
(Name)
(Designation)
Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Bid.

FORMAT 6.23: ESCALATION MATRIX OF ALL VERTICALS

(to be submitted on company letter head)

(To be kept in the Technical Proposal)

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

The escalation matrix up to top level of company is tabulated below in hierarchy-

Sr. No.	Particulars	Level-1 Escalation	Level-2 Escalation	Level-3 Escalation
1		Name: Phone No: Cell No: Email :	Name: Phone No: Cell No: Email :	Name: Phone No: Cell No: Email :

Yours faithfully,

Authorized Signatory (Name)

(Designation)

Note- Kindly mention escalation matrix of all verticals (support, sales and delivery of the company. There should be a single point of contact of senior level for verticals.

FORMAT 6.24: UNDERTAKING OF EXPERIENCE OF INSTALLATION AND SUPPORT OF PROPOSED SOLUTIONS

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

To:
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Sir,

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

We hereby undertake that we (in case of OEM (IF ANY)) / our partner ……………….(Name of Bidder) are/is possessed expertise in implementation and support of proposed solution in compliance of RBI guidelines (and its amendments) and best industry standards.

Yours faithfully,

Signature of Authorized Signatory from OEM (IF ANY)/ bidder
Name: ________________________________
Business address: ______________________
Place: _____________________
Date: _____________________

FORMAT 6.25: UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE RFP

(To be submitted on the bidder/ Company's Letter Head)

Date:

To:

The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

Sir/Madam,

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP including all addendum/amendment/ corrigendum floated for Bank of India pertaining to **RFP Ref ………………… Dated ……………………..**

Authorized Signatory

(Name)

Designation

Seal/Stamp of the Contractor

Date:

FORMAT 6.26: SOFTWARE INTEGRITY CERTIFICATE

(To be issued by OEM on Company's Letter Head)

Date:

To:
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Procurement of Network Switches and Facility Management Services.
Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

INTEGRITY STATEMENT

This is to certify that our product ……………………………, Version: ………………………… (Hash Value - ……………………………………………………), developed by and a copyright of ……………………………………………... follows standard secure coding practices and has been tested and certified for the following checks:

i. That the application has undergone the required level of unit, system, stress and volume tests and is free of any obvious bugs.

ii. That the software is tested with anti-virus/anti-malware software and is free of any known virus/malwares at the time of sale.

iii. That the application is free of any covert channels in the code being provided and subsequent modifications to be done on them.

iv. We have evaluated the cryptographic implementation and have ensured that only cryptographic modules based on authoritative standards and reputable protocols are used.

v. We confirm that Source code testing is carried out on application source code (to identify and detect security threats and weaknesses in its systems) and there are no OPEN vulnerabilities.

vi. We confirm that Application Security testing is carried out for application (to identify and detect security threats and weaknesses in its systems) and there are no OPEN vulnerabilities.

vii. We confirm that we are conducting secure coding training programs for our software developers/testers on periodical basis.

viii. We herewith inform that there are no Open Source / Some Open Source libraries/software with details in Annexure - 1 are used in this product/application. We confirm that all Open Source Libraries/software if used in this product/application will be updated for vulnerability mitigation by us on regular basis as per industry best practises.

ix. We confirm that the CERT-In Guidelines for secure Application Design, Development, Implementation and Operations mentioned in the Annexure 2 are followed by us during complete application development lifecycle.

We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis.

Authorized Signatory
Date: ...…………………....
Seal/Stamp

Annexure 1:

Sr. No.	Application module	Open Source Technology	Version No.	Release Date	Comments

Annexure 2:

CERT-In Guidelines for Secure Application Design, Development, Implementation and Operations:

1. Establish the Context of the Security in Designing of Application:

   a. Adoption of Secure Software Development Life Cycle such as Microsoft Secure Development Lifecycle (SDL), Open Web Application Security Project (OWASP), Agile Secure Development Lifecycle, NIST Secure Software Development Framework (SSDF).
   b. Engagement of security trained designers and developers in the application development.

2. Implement & Ensure Secure Development Practices:

   a. Incorporate coordinated actions that integrate secure authentication, session management, and access control, all in harmony with the fundamental principles of safeguarding data privacy and protection.
   b. Cryptographic practices to be followed to ensure data is encrypted to make it secure and unreadable (encryption), create distinct signatures to confirm the validity and integrity of data (digital signatures) and produce data representations with defined sizes (hashing).
   c. Proper input validation using regex techniques and built-in security controls provided by programming frameworks in order to validate and sanitize all user inputs should be implemented to prevent common vulnerabilities
   d. Ensure that special characters or sequences in the application code are converted into an alternative, yet equivalent format that poses no threat when processed by the intended interpreter
   e. Proper allocation and deallocation of memory in a program to prevent vulnerabilities like buffer overflows and memory leaks.
   f. The coupling and dependencies should be minimized by including modular architectures, dependency injections, design patterns, building loosely coupled system, divide the application into multiple independent units of execution, namely processes and threads, and then executing them in parallel.
   g. Develop a software technology / language specific secure coding checklist containing defined set of rules and guidelines dealing specifically with the peculiarities, defects and non-standard extensions in respective programming language / technology.
   h. The applications should be developed using Security Test Driven Development (STDD). It involves writing security tests before writing the actual code to ensure that vulnerabilities are identified early and addressed before the code is deployed to production.
   i. It is recommended to utilize environment variables instead of plain text files. Furthermore, it is important to treat input from environment variables as untrusted and validate it accordingly (sensitive information not to be stored in environment variables).

j. Stored procedures should be used instead of constructing SQL statements to reduce the chances of injection attacks (stored procedures restrict direct user access to the database table).
k. Prior to deploying an application into a production environment, it is crucial to remove all commented code. Additionally, it is important to ensure that sensitive information, such as system details, network configurations, passwords, server names, IP addresses, or file system paths, is not exposed through error messages or URL contents.
l. Implement proper access control using 'public,' 'private,' or 'protected' access modifiers in the code to specify the location or physical address of the data structures. Avoid multiple inheritances to mitigate potential code vulnerabilities, as declaring essential variables in the public scope can compromise the abstraction principle in object oriented programming.
m. Security wrapper classes should be created for the open-source and third-party libraries used in the code. An organization should integrate third-party components, open-source components and APIs into their development projects only after conducting a thorough evaluation of their credibility and security posture.
n. Data received from client-side validations should be treated as untrusted and undergo validation on the back-end.
o. Employ the principle of least privilege, ensuring that only the minimum necessary privileges are assigned.
p. Threat modelling should be implemented in the application development process by first identifying the boundaries of the application. Thereafter, data flow diagram should be created to visualize the possible access points that attackers may exploit, along with the associated threats. Subsequently, countermeasures should be developed and tested to mitigate these threats.
q. Version control to be maintained to manage and control modifications in application configurations and source code.

3. Provision of Detection of Errors and Vulnerability in Application Design & Development:
   a. Conduct Source Code review to identify security flaws or vulnerabilities.
   b. Conduct Security Vulnerability Assessment.
   c. Conduct penetration testing iteratively with each release or modification of the source code to continually identify and address potential security threats in the application.
   d. Logging and audit trail functionality should be integrated in the application for troubleshooting and compliance requirement.

FORMAT 6.27: UNDERTAKING FOR SOURCE CODE (SAST/DAST) AND APPLICATION SECURITY TESTING

(To be issued by Service Provider's/ OEM (IF ANY) on company's Letter Head)

Date:

To:
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Procurement of Network Switches and Facility Management Services.
Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

We hereby undertake that our product has undergone following-

i. Source code audit (Comprehensive analysis of source code for discovering bugs and security breaches and its compliance) has been done by………….. (Name of Consultant).The summary on compliance /clearance of the same is attached with technical bid.

ii. The solution has undergone SAST/DAST/IAST for application security testing and clearance /compliance of the same has been obtained from….. (Name of the firm). The same is in compliance of RBI guidelines (and its amendments) and best industry standards.

iii. For any version change/upgrade, the solution undergone and cleared on both of above i.e. Source Code Audit and SAST/DAST/IAST for application security testing.

We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis during contract time.

Authorized Signatory (Service Provider/OEM (IF ANY))

Name-
Designation-
Place:………………
Date: …………………..

FORMAT 6.28: PROJECT PLAN

(To be submitted on the Company's Letter Head)

Date:

To:
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

We hereby attach the Comprehensive Project Plan (as per project management standards) along with this format in two parts-

I. Project Plan/Design/Architecture
ii. Project Implementation Plan (Solution Design, Architecture, Rollout and Installation)
iii. Solutions Support Plan (post implementation)

We also confirm that the above project management practices will be met by us for all the changes that we make in the application/ module on a regular basis.

Authorized Signatory

Name-
Designation-
Place:………………
Date: …………………..

FORMAT 6.29: CHECKLIST

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

The bidder shall confirm whether following are submitted in their bid. The bidder shall indicate the page no. at which the details asked below are furnished, otherwise, bid is liable for rejection.

S. N.	DETAILS	SUBMITTED Yes/No	Page No. at which details are enclosed
1.	Technical Solutions given in Technical bid and price/rate/cost estimate/price performance figures/cost benefit analysis etc. given in price bid only		
2.	The Integrity Pact, Non-Disclosure Agreement and EMD/Bid Security Declaration should be delivered to the bank address with acknowledgement due so as to reach on or before the last date of bid submission.		
3.	Bid is uploaded in proper resolution		
4.	Cost of RFP (non-refundable), if downloaded from the Bank's BOI DMS application & Bid Security(EMD) Submitted in Qualifying & Technical BID (Part- I)		
5.	Non-disclosure agreement as per format 6.2 submitted		
6.	Manufacturers'/producers' authorization form(as per format) submitted		
7.	Organizational profile as per Format 6.10 submitted		
8.	Service Support Details Form as per format 6.11 submitted		
9.	Undertaking for support services as per Format 6.14 submitted		
10.	Conformity to eligibility criteria per Format 6.16 submitted		
11.	Unconditional acceptance of all clauses, terms and conditions of RFP (Format 6.25)		
12.	Pre-contract integrity pact as per format 6.18 (Duly Signed by Authorized Signatory and Witness)		
13.	Bids Submitted complying all parts as per Part-3 Section B		

14.	Whether the Bid is authenticated by authorized person(Name and designation)		
15.	Bank and Bidder's scope, deliverable and responsibilities during warranty		
16.	All the pages are numbered properly		
17.	All pages are authenticated by sign and seal (Full signature to be affixed and not initials). Erasures/Overwriting/Cutting/Corrections authenticated Certification/Undertaking is authenticated.		
18.	The Annual Reports and Audited Balance Sheets, Company details and Capabilities submitted		
19.	Ownership certificate submitted		
20.	Details of service support and response time as per this RFP		
21.	Price bid as per the clause 2.11.3 (II) submitted		
23.	Whether replica of price Bid is enclosed in Technical Bid masking price		
24.	Validity of the bid for 180 days from the date of opening of the Bid.		
25.	Support offered for 5 years on 24 hours basis on 365 day. (i.e. 24 * 7*365 basis)		
26.	Call log in Procedure, Preventive and Break down/Corrective Maintenance, Monitoring during warranty and AMC Period		
27.	Software Integrity Certificate as per format 6.26		
28.	Project Plan as per format 6.28 inline to fulfilling the Scope of the RFP		

FORMAT 6.30: FORMAT FOR SUBMISSION OF PRE-BID QUERIES

Reg.: RFP for Procurement of Network Switches and Facility Management Services

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

SR. No	RFP Page No.	RFP Clause No	RFP Clause	Clarification

Note-The bidder shall submit their queries in the above mentioned format in the GeM portal before last date of submission of pre-bid queries.

FORMAT 6.31: SERVICE REFERENCES

Reg.: RFP for Procurement of Network Switches and Facility Management Services

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

Sr. No.	Service Rendered	Reference 1		Reference 2		Reference 3	
1.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	
2.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	
3.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	
4.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	
5.		Organization's Name		Organization's Name		Organization's Name	
		Client Name		Client Name		Client Name	
		Client Phone No. & Email ID		Client Phone No. & Email ID		Client Phone No. & Email ID	

FORMAT 6.32: FORMAT FOR LOCAL CONTENT

CERTIFICATION FOR LOCAL CONTENT

To: **Date:**

The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Dear Sir,

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026

Bidder Name:

1. This is to certify that proposed Product/Services mentioned in this RFP is having the local content of ____%.
2. This certificate is submitted in compliance to Notification No. F.No.33(1)/2017-IPHW Dated 14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017 and Notification No P-45021/2/2017-PP(BE-II) –Part (4) Vol. II dated 19.06.2024 and Gazette Notification CG-DL-E-22102024-258138 dated 22.10.2024 and other applicable guidelines.
3. ________________________________ (Details of Locations where value additions are made).
4. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a Service Provider or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Statutory Auditor/Cost Auditor
Registration Number:
Seal

Countersigned by the bidder:
Bidder- (Authorized Signatory)

FORMAT 6.33: Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To:
Bank of India.
…………………..
…………………...
Dear Sir,

Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

Bidder Name:

We, M/s -------------- are a private/public limited company/LLP/Firm <*strike off whichever is not applicable*> incorporated under the provisions of the Companies Act, 2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ---(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and subsequent amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2016.

Or

*We, the Bidder are from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

*(*Delete whichever is not applicable)*

c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

" *Definitions*

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

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

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

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

"Beneficial owner" for the purpose of above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or

through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

a. *"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*

b. *"Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;*

(ii) In case of a partnership firm, the beneficial owner is the natural person(s)who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
(iv)Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v)In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at……………. On this the …day of ………………………….

Authorised Signatory
M/s--------------------
Signature and Name
Seal of the Bidder

**Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.*

FORMAT 6.34 UNDERTAKING FOR COMPLIANCE
(To be submitted by Bidder and OEM on company's Letter Head)

Date:

To:
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Procurement of Network Switches and Facility Management Services.
Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

We hereby undertake the following-

i. The bidder has arrangements/back to back tie-ups with respective OEMs to undertake all software upgrades / modifications necessary to conform to any changes or modifications required by the Bank and in compliance of RBI/ regulatory compliance (in time bound manner), from time to time, during the contract period.
~~ii.~~ The proposed solution is in adherence to the statutory guidelines and its subsequent amendments (in present and in future).
~~iii.~~ The proposed solution should have provision of handshake / interface / integration with Bank's existing Setup.
iv. We undertake to make all software upgrade / modifications necessary to conform to any changes or modifications required by the Bank, from time to time.
v. We will not violate any intellectual property Rights

We confirm for compliance of all above points during the entire contract period at no additional cost.

Authorized Signatory (Service Provider/OEM (IF ANY))
Name-
Designation-
Place:………………
Date: …………………..

FORMAT 6.35: UNDERTAKING FOR LABOUR LAW
(To be submitted by Bidder on company's Letter Head)
Date:

To:
The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Reg.: RFP for Procurement of Network Switches and Facility Management Services.
Ref:HO:IT(G&E):RFP:Switches:2025-26:1468 Date:31.03.2026.

We, M/s ___________________ undertake that we comply with all the applicable Labour Laws in India with respect to our employees, agents, representatives and sub-contractors (if allowed) and particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled. The required related documents will be submitted, if required during the contract period.

We, M/s ___________________ further undertake that we comply with the provision of all labour laws and rules and regulations framed thereunder including but not limited to:

i. The Payment of Wages Act
ii. Employer's Liability Act
iii. Workmen's Compensation Act
iv. Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
v. Apprentices Act 1961
vi. Minimum Wages Act

We undertake that we shall be solely responsible for non-compliance of any labour laws in India related to our employees, agents, representatives and sub-contractors and the Bank of India shall have no liability in this regard.

Authorized Signatory
Name-
Designation-
Place:………………
Date: …………………..

FORMAT 6.36: PERFORMANCE CERTIFICATE

To: **Date:**

The General Manager
Bank of India
Head Office
Information Technology Department,
10th Floor, Star House-3, PNB-BOI Tower, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Sir,

Reg.: RFP for Procurement of Network Switches and Facility Management Services.

This is to certify that M/s ___________________ has successfully supplied and managed/managing___________ (No. and make of switches) to our organization since______(no. of years).

The services provided by the M/s ____________________ are satisfactory.

The certificate has been issued on the specific request of the company.

Date: ___________

Place: ___________

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company