



Annexure-A

**RFP for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027,
RFP No. BCC:IT:PROC:116:06 Dated: 2nd April 2024
Prebid queries response / clarification as part of Addendum.**

Sr. No.	Point / Section	Category / Sub-Section	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Clarifications to the bidder query
1	Annexure 02 - Eligibility Criteria	C- Experience & Support Infrastructure	The bidder should have supplied & support. 100 nos of x86 based Servers in each year. for the past three years to various Commercial Banks / Financial Institutions/ Govt. Organizations in India.	We request you to change the clause from 100nos in each year to 300 nos altogether in pastthree financial year.	Please refer Addendum Document.
2	Annexure 02 - Eligibility Criteria	C- Experience & Support Infrastructure	The bidder should have supplied & support 100 no's of x86 based Servers in each year for the past three years to various Commercial Banks / Financial Institutions / Govt. Organizations in India.	The bidder / OEM should have supplied & support 100 no's of x86 based Servers in each year for the past three years to various Commercial Banks / Financial Institutions / Govt. Organizations in India.	Please refer Addendum Document.
3	1.7	Delivery	The equipments should be delivered within 6 weeks from the date of purchase order.	Request the bank to please modify the clause as - "The equipments should be delivered within 10 weeks from the date of purchase order." Considering geo-political issue and natural calamities situation in future we request to please make the delivery as 10 weeks min, though we shall try to get it delivered within 6 weeks	No Change
4	1.7	Delivery	Vendor will have to pay late delivery charges to Bank of Baroda @ 0.5% of the undelivered hardware value per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the undelivered hardware value. If delay exceeds the maximum percentage of 10%, Bank of Baroda reserves the right to cancel the entire order.	Request the bank to please modify the clause as -"Vendor will have to pay late delivery charges to Bank of Baroda @ 0.2% of the undelivered hardware value per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the undelivered hardware value. If delay exceeds the maximum percentage of 10%, Bank of Baroda reserves the right to cancel the entire order."	No Change
5	Annexure 19A	Rack Server (Type A)	Min. 2 (Two) scalable to Max. 4 (Four) and Capable to accommodate 4 processor	Request to add Max (2 Two) CPU From 1st day and 2 CPU Capable to accommodate 4 processor Cores As per CPU requirement, - 2 to 4 Socket Scalble is not available as per Intel	Please refer Technical Specification Addendum Document.
6	Annexure 19A	Rack Server (Type A)	Min. 12 DIMM slots per CPU	request to change with 16 DIMM Slots per CPU , All new generation CPU are available with 16 DIMMS Slots per CPU	Please refer Technical Specification Addendum Document.
7	Annexure 19B	Rack Server (Type B)	Min. 12 DIMM slots per CPU	request to change with 16 DIMM Slots per CPU , All new generation CPU are available with 16 DIMMS Slots per CPU	Please refer Technical Specification Addendum Document.
8	Annexure 19C	Blade Server (Type A)	Min. 2 (Two) scalable to Max. 4 (Four) and Capable to accommodate 4 processor	Request to add Max (2 Two) CPU From 1st day and 2 CPUs capable to accommodating 4 processor Cores As per CPU requirement, - 2 to 4 Socket Scalble is not Available as per Intel CPU This also Reduces the Blades Slots for Future additional requirements	Please refer Technical Specification Addendum Document.



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9	Annexure 19E	Blade Enclosure / Interconnect	<p>Should support simultaneous housing of FCoE (Converged Switch), Ethernet, FC interconnect fabrics offering Hot Pluggable & Redundancy as a feature. The chassis switch should provide the following uplinks:</p> <ul style="list-style-type: none"> • 2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G SFP from day 1 • 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with requirement of 32G FC Connect from day 1 <p>There should be Min. 2 nos. dedicated Switches for redundancy in LAN Switching and Min. 2 nos. dedicated switches for SAN Switching. Based on requirement compatible technology can be provided by OEM supporting maximum number of blade server per enclosure.</p> <p>OR</p> <p>2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G SFP from day 1 AND 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with requirement of 32G FC Connect from day 1 with redundancy using converged technology as per OEM architecture with maximum number of blade servers per enclosure.</p>	<p>Should support simultaneous housing of FCoE (Converged Switch), Ethernet, FC interconnect fabrics offering Hot Pluggable & Redundancy as a feature. The chassis switch should provide the following uplinks:</p> <ul style="list-style-type: none"> • 2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G/25G SFP from day 1 • 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with the requirement of 32G FC Connect from day 1 <p>There should be Min. 2 nos. dedicated Switches for redundancy in LAN Switching and Min. 2 nos with 10/25G Optics per Blade. dedicated switches for SAN Switching. Based on requirement compatible technology can be provided by OEM supporting maximum number of blade server per enclosure. with 32G FC Optics per blades</p> <p>OR</p> <p>2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G/25G SFP from day 1 AND 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with requirement of 32G FC Connect from day 1 with redundancy using converged technology as per OEM architecture with maximum number of blade servers per enclosure.</p>	Please refer Technical Specification Addendum Document.
10	Annexure 02	Eligibility Criteria	Bidder must ensure that the Servers to be supplied will not be End of Life in the next 3 years and End of Support in the next 5 years.	Mentioned Points contradict each other, EOL stand for(A process that guides the final business operations associated with the OEM Product life cycle. The end-of-life process consists of a series of technical and business milestones and activities that, once completed, make a Product obsolete. Once obsolete, the Product is not sold, improved, maintained, or supported.) Change with EOL 5 Support, and (EOS - The Product is no longer offered for sale after this date. This is also the last date to order the Product through OEM point-of-sale mechanisms. The EOS date is documented in the EOL notification) - Minimum 5 Years or please specify the exact in terms of EOL and EOS	Please refer Addendum Document.
11	Additional points	Additional points	Please allow empanelment with two bidders instead of a single bidder.		Please refer Addendum Document.
12	Annexure 02	Eligibility Criteria	The OEM should be certified with Green Peace rating of 4 and above (OR) any other similar rating or certification that aims at green brand PC that is having following three attributes Proof of compliance document to be submitted a. Chemicals Management Process: all the products should be 100% RoHS (Restriction of Hazardous substances) compliant. b. E-waste Management: Vendor / OEM / Partner should have e-waste collection centers and have recycled e-waste. c. Energy Efficient Product Range: Energy Star 5 Compliant parts Central or State Govt. Pollution Control Board Certification should adhere to the above said three attributes.	Please allow to submit global or equivalent certification and not just Central or State Govt certifications to comply to the said three attributes.	Please refer Addendum Document.
13	Section 4.6 Subcontracting	Legal	Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered. Such proposals will be disqualified	Any type of formation of consortium, sub-contracting and joint assignments will not be allowed without prior written consent of the Bank.	No Change



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14	Section 4.9 Termination	Legal	<p>Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if service provider:</p> <p>a) breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or</p> <p>Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing.</p>	<p>Bank shall have option to terminate / cancel this RFP at any stage after serving 60 days written notice to the bidder. In following events Bank shall terminate this assignment or cancel any particular order if service provider:</p> <p>a) breaches any of its material obligations set forth in this assignment or any subsequent agreement and such material breach is not cured within thirty (30) Working Days after Bank gives written notice; or</p> <p>Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 90 days prior notice in writing.</p>	No Change
15	4.15 Compliance with Laws	Legal	<p>Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.</p>	<p>Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.</p>	No Change



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16	4.16 Indemnity	Legal	<p>The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p>(e) breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or (i) breach of confidentiality obligations of the Bidder contained in this RFP; and/or h) Negligence or gross misconduct attributable to the Bidder or its employees</p> <p>Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.</p>	<p>The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <p>(e) material breach of any of the term of this RFP or material breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or (i) material breach of confidentiality obligations of the Bidder contained in this RFP; and/or h) Wilful negligence or gross misconduct attributable to the Bidder or its employees</p> <p>Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons directly attributable to material breach of obligations under this RFP and subsequent agreement by the Bidder.</p>	Please refer Addendum Document.
17	Limitation of Liability	Legal	Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.	Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Annual Contract Value.	No Change
18	Warranty - Service Level	Legal	<p>During the warranty and AMC period, for every fall of 0.1% above the permissible level of 99.90% (or as defined while seeking commercials) down time on quarterly basis, penalty will be levied @ 0.1% of the price of the machine subject to maximum 10% of the price of the machine per quarter.</p> <p>The overall penalty on account of service level default is capped to a max 20% of the TCO value of that specific item.</p>	<p>During the warranty and AMC period, for every fall of 0.05% above the permissible level of 99.90% (or as defined while seeking commercials) down time on quarterly basis, penalty will be levied @ 0.05% of the price of the machine subject to maximum 5% of the price of the machine per quarter.</p> <p>The overall penalty on account of service level default is capped to a max 10% of the TCO value of that specific item.</p>	No Change
19	Project Scope (Technical)	Legal	12. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same at the shifted location. Bank will bear transportation & transit insurance cost only in respect of shifting for already installed machines. The warranty / AMC of the equipment will continue from the new location as the case may be & the vendor needs to provide service & support of the same from the new location.	12. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same at the shifted location. Bank will bear transportation, other incidental costs, manpower movement cost, transit insurance cost in respect of shifting for already installed machines. The warranty / AMC of the equipment will continue from the new location as the case may be & the vendor needs to provide service & support of the same from the new location after mutual discussion and doing all feasibility checks for such new location.	No Change



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20	1.15	Payment Terms	<p>The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the vendor in the price bid against such activity / item</p> <p>- 70% of the total cost on delivery of HW / SW plus 100% of GST at actuals - 20% of total cost after one month of successful installation and satisfactory functioning. - Balance 10% of the delivered products cost would be payable on completion of 5 years warranty period or against bank guarantee in the format as specified in Annexure 14 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of 63 months.</p>	<p>Bidder Request to rephrase the below as:</p> <p>The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the vendor in the price bid against such activity / item</p> <p>-- 100% payment should be made on delivery of the Hardware/Software</p>	No Change
21	1.15	Payment Terms	<p>The Bank will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 working days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 working days from the date the dispute stands resolved</p>	<p>The Bank will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 working days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 working days from the date the dispute stands resolved</p> <p>Additionally, Bidder proposes right to charge interest @ 1% per month for delay in payment of undisputed invoice and right to terminate or suspend services in the event of non-payment of undisputed invoice beyond 30 days of due date of payment</p>	No Change
22	1.7	Delivery	<p>Vendor will have to pay late delivery charges to Bank of Baroda @ 0.5% of the undelivered hardware value per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the undelivered hardware value. If delay exceeds the maximum percentage of 10%, Bank of Baroda reserves the right to cancel the entire order.</p>	<p>Bidder requests to rephrase the below as:-</p> <p>Vendor will have to pay late delivery charges to Bank of Baroda @ 0.5% of the undelivered hardware value per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% 5% of the undelivered hardware value. If delay exceeds the maximum percentage of 10%, Bank of Baroda reserves the right to cancel the entire order.</p>	No Change
23	1.9	Installation	<p>Vendor will have to pay late installation charges to Bank of Baroda @ 0.5% of the relevant hardware value per day subject to a maximum of 10% of the total relevant hardware value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.</p>	<p>Bidder requests to rephrase the below as:-</p> <p>Vendor will have to pay late installation charges to Bank of Baroda @ 0.5% of the relevant hardware value per day subject to a maximum of 10% 5% of the total relevant hardware value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.</p>	Please refer Addendum Document.



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24	Annexure 12	Service Levels	<p>During the warranty and AMC period, for every fall of 0.1% above the permissible level of 99.90% (or as defined while seeking commercials) down time on quarterly basis, penalty will be levied @ 0.1% of the price of the machine subject to maximum 10% of the price of the machine per quarter.</p> <p>The overall penalty on account of service level default is capped to a max 20% of the TCO value of that specific item.</p> <p>These penalty charges will be deducted from the Bank guarantee offered as security deposit or from any Bill payable to the Vendor. Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the vendor under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures</p>	<p>Bidder Proposes the changes as below:</p> <p>During the warranty and AMC period, for every fall of 0.1% above the permissible level of 99.90% (or as defined while seeking commercials) down time on quarterly monthly basis, penalty will be levied @ 0.1% of the price of the machine subject to maximum 10%-5%of the price of the machine per quarter-month.</p> <p>The overall penalty on account of service level default is capped to a max 20% 5% of the TCO value of that specific item.</p> <p>These penalty charges will be deducted from the Bank guarantee offered as security deposit or from any Bill payable to the Vendor. Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the vendor under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures</p>	No Change
25	3.7	Performance Gurantee	<p>3.7.1 The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13 to the extent of 5% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda</p>	<p>The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13 to the extent of 5% of the Annual contract value to be renewed every year and the subsequent year contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda - Bidder would like to clarify that the Bank gurantee should be from any Scheduled Commercial bank and not specifically from State Bank of India.</p>	No Change
26	3.7	Performance Gurantee	<p>3.7.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance gurantee without notice or right of demur to the vendor.</p>	<p>In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance gurantee without notice or right of demur to the vendor only in case of material breach and after providing 30 days cure period to the bidder.</p>	No Change
27	4.9	Termination	<p>Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.</p> <p>Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing.</p>	<p>Bank reserves the right to terminate only in case of material breach and after providing 30 days cure period to the bidder.</p> <p>In case of termination, Bank shall make payment to the vendor for all services rendered and all costs incurred by the Vendor till the date of termination including Implementation, Hardware, software, AMC and ATS</p>	No Change



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28	4.1	Effect of Termination	If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.	Such clause shall be applicable only in case of termination for default and liability under this clause shall be limited to 10% of the additional expenditure incurred.	No Change
29	3.3	Price Bids	3.3.4 - In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the vendor. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank 3.3.5 - If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.	3.3.4 - Bidder would like to clarify that prices quoted shall be exclusive of taxes like GST and same shall be charged on actuals. Any variation on account of legal taxes shall be borne by bank 3.3.5 - The bidder requests deletion of the below from the clause If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.	No Change
30	4.25	Set off	Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.	Bidder request the deletion of this clause.	No Change
31	1.3	Project Scope	<u>General Conditions</u> c) In the case of additional requirements desired by the Bank during the contract period over and above the quantity for which Purchase Order is placed with a particular bidder then the maximum order which the Bank can place would be an addition of 25% of the quantity for which Order is placed.	c) In the case of additional requirements desired by the Bank during the contract period over and above the quantity for which Purchase Order is placed with a particular bidder then the maximum order which the Bank can place would be an addition of 25% of the quantity for which Order is placed. any additional requirement should be managed through the change management process.	No Change
32		GENERAL	4 Hrs MTTR related OEM	We would request to kindly consider MTTR as back to back commitment from respective OEMs. As Bidder have to support MTTR provided by OEM, and request bank to go for standred	No Change
33	Annexure 02	Eligibility Criteria	C1- Experience of S & Support 100 no's of x86 based Servers in each year for the past three years-	We would request to consider Self Declaration from Bidder- As few customer having NDA's signed with Bidder where disclosing quantity and other terms may not be obtained on Customer Letter 'Whereas, Bidder has adequate Supply, I&C of equipments	Please refer Addendum Document.
34	Annexure 02	Eligibility Criteria	D-One bidder can bid only with one OEM and Similarly one OEM can bid only with one bidder but both cannot bid.	As this is empanelment only can bank allow to have multiple partners,	Please refer Addendum Document.



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35	Annexure 02	Eligibility Criteria	<p>Clause: The bidder should have supplied & support 100 no's of x86 based Servers in each year for the past three years to various Commercial Banks / Financial Institutions / Govt. Organizations in India</p> <p>Documentry Evidence: Documentary Proof of order / contract copy / customer credentials.</p>	<p>We would request to kindly consider our request for amanedmnet of clause as below: Option 1: The bidder should have supplied & support mimumum 70 no's of x86 based Servers in each during last five (5) years for the past three years to various Commercial Banks / Financial Institutions /Govt. Organizations/Public Sector Bank in India.</p> <p>OR</p> <p>Option 2: The bidder should have minimum three (3) project experiences in supplied /supplying & support x86 based Servers in each year for the past five (5) years with minimum of contract value more then 80 Crores with cummlative count of 100 Nos of X86 Servers supplying to various Commercial Banks / Financial Institutions /Govt. Organizations/Public Sector Bank in India.</p>	Please refer Addendum Document.
36	1.15	Payment Terms	The Bank will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices.	<p>The Bank will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices.</p> <p>Additionally, Bidder proposes right to terminate or suspend services in the event of non-payment of undisputed invoice beyond 60 days from due date of payment</p>	No Change
37	1.15	Payment Terms	The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	<p>Bidder requests deletion of this clause as Bank has sufficient remedies like penalty/liiquidated damages/termiantion in case of delay/default on part of Bidder</p> <p>The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank</p>	No Change
38	3.7	Performance Gurantee	<p>3.7.1 The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 13 to the extent of 5% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda</p> <p>3.7.2 In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor.</p>	<p>Bidder would like to clarify that the Bank gurantee can be from any Scheduled Commercial Bank (and not specifically from State Bank of India)</p> <p>In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance gurantee without notice or right of demur to the vendor only in case of material breach and after providing 30 days cure period to the bidder.</p>	No Change



Annexure-A

**RFP for Empanelment of vendors for Supply, Installation & Maintenance of Intel based Servers and its components for FY 2024-2027,
RFP No. BCC:IT:PROC:116:06 Dated: 2nd April 2024
Prebid queries response / clarification as part of Addendum.**

Sr. No.	Point / Section	Category / Sub-Section	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Clarifications to the bidder query
39	1.7	Delivery	Vendor will have to pay late delivery charges to Bank of Baroda @ 0.5% of the undelivered hardware value per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the undelivered hardware value. If delay exceeds the maximum percentage of 10%, Bank of Baroda reserves the right to cancel the entire order.	Bidder requests to rephrase the below as:- Vendor will have to pay late delivery charges to Bank of Baroda @ 0.5% of the undelivered hardware value per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% 5% of the undelivered hardware value. If delay exceeds the maximum percentage of 10%, Bank of Baroda reserves the right to cancel the entire order.	No Change
40	1.9	Installation	Vendor will have to pay late installation charges to Bank of Baroda @ 0.5% of the relevant hardware value per day subject to a maximum of 10% of the total relevant hardware value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.	Bidder requests to rephrase the below as:- Vendor will have to pay late installation charges to Bank of Baroda @ 0.5% of the relevant hardware value per day subject to a maximum of 10% 5% of the total relevant hardware value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.	Please refer Addendum Document.
41	Annexure 12	Service Levels	The overall penalty on account of service level default is capped to a max 20% of the TCO value of that specific item. These penalty charges will be deducted from the Bank guarantee offered as security deposit or from any Bill payable to the Vendor. Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the vendor under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures	Bidder proposes changes to the clause as below: The overall penalty on account of service level default is capped to a max 20% 5% of the TCO value of that specific item. These penalty charges will be deducted from the Bank guarantee offered as security deposit or from any Bill payable to the Vendor. Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise. If any act or failure by the vendor under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures	No Change
42	4.9	Termination	Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing.	In case of termination without cause, bank shall provide written notice of atleast 60 days In case of termination, Bank shall make payment to the vendor for all services rendered and all costs incurred by the Vendor till the date of termination including Implementation, Hardware, Software, AMC and ATS	No Change
43	4.1	Effect of Termination	If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.	Liability under this clause shall be limited to 10% of the additional expenditure incurred.	No Change



Annexure-A

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Sr. No.	Point / Section	Category / Sub-Section	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Clarifications to the bidder query
44	3.3	Price Bids	3.3.5 - If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.	3.3.5 - The bidder requests deletion of the below clause If the Vendor does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Vendor from the Bank along with the interest calculated at commercial rate.	No Change
45	Payment term	Payment term	Balance 10% of the delivered products cost would be payable on completion of 5 years warranty period or against bank guarantee in the format as specified in Annexure 14 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of 63 months.	As already 5 % PBG requested in this Bid. We request to waive of This early retention money which is 10 % of contract value .since other GOVT BFSI Customers also consider only PBG And not asked for Early retention money.	No Change
46	Delivery	Delivery	The equipments should be delivered within 6 weeks from the date of purchase order	Please extend Delivery lead time to 10 weeks.	No Change
47	Annexure 02	Eligibility Criteria	Bidder must be in Core business of supply & providing maintenance services for Server business in India at least for a period of last three years. (As on RFP date)	Please consider server /Hci nodes	No Change
48	Annexure 02	Eligibility Criteria	Bidder must be in Core business of supply & providing maintenance services for Server business in India at least for a period of last three years. (As on RFP date)	Documentary evidence are asked please specify what exactly is required here.	Already mentioned in RFP Document
49	Annexure 02	Eligibility Criteria	The bidder should have supplied & support 100 no's of x86 based Servers in each year for the past three years to various Commercial Banks / Financial Institutions / Govt. Organizations in India.	Please consider HCI/VSAN Ready servers which are X86 BASED as now a days due to technology shift standalone servers and 3 tier architecture are less preferred	Please refer Addendum Document.
50	1.9	Installation	Installation at our Branches / Administrative offices, including unpacking of cartons/ boxes, will be the responsibility of the Vendor. Vendor will have to initiate the installation of the server within 7 working days from the date of receipt of the server at our office and Bank's notification for installation of the HW / SW and hand it over to Bank for acceptance testing.	Request to amend as: Installation at our Branches / Administrative offices, including unpacking of cartons/ boxes, will be the responsibility of the Vendor. Vendor will have to initiate the installation of the server within 15 working days from the date of receipt of the server at our office and Bank's notification for installation of the HW / SW and hand it over to Bank for acceptance testing.	Please refer Addendum Document.
51	Annexure 02	Eligibility Criteria	One bidder can bid only with one OEM and Similarly one OEM can bid only with one bidder but both cannot bid.	We would request you please keep terms as "One bidder can bid only with one OEM only and One OEM can bid with two bidders.	Please refer Addendum Document.
52	1.15	Payment Terms	Balance 10% of the delivered products cost would be payable on completion of 5 years warranty period or against bank guarantee in the format as specified in Annexure 14 Bank Guarantee for early release of retention money by a scheduled commercial bank other than Bank of Baroda valid for an equivalent amount valid for the period of 63 months.	Requesting you to kindly remove 10% BG clause as we are already submitting 5% PBG against PO value	No Change
53	Annexure 02	Eligibility Criteria	The bidder should have supplied & support 100 no's of x86 based Servers in each year for the past three years to various Commercial Banks / Financial Institutions / Govt. Organizations in India	The bidder should have supplied & support of x86 based Servers in each year for the past three years to various Commercial Banks / Financial Institutions / Govt. Organizations in India.	Please refer Addendum Document.
54	1.7	Delivery	The equipment should be delivered within 6 weeks from the date of purchase order. Vendor will have to pay late delivery charges to Bank of Baroda @ 0.5% of the undelivered hardware value per week	The equipment should be delivered within 12 weeks from the date of purchase order. Vendor will have to pay late delivery charges to Bank of Baroda @ 0.2% of the undelivered hardware value per week	No Change
55	Annexure 19A	Rack Server (Type A)	Min. 2 (Two) scalable to Max. 4 (Four) and Capable to accommodate 4 processor	Request to add Max (2 Two) CPU From 1st day and 2 CPU Capable to accommodate 4 processor Cores As per CPU requirement, - 2 to 4 Socket Scalable is not available as per Intel	Please refer Technical Specification Addendum Document.



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Sr. No.	Point / Section	Category / Sub-Section	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Clarifications to the bidder query
56	Annexure 19A	Rack Server (Type A)	Min. 12 DIMM slots per CPU	request to change with 16 DIMM Slots per CPU , All new generation CPU are available with 16 DIMMS Slots per CPU	No Change
57	Annexure 19B	Rack Server (Type B)	Min. 12 DIMM slots per CPU	request to change with 16 DIMM Slots per CPU , All new generation CPU are available with 16 DIMMS Slots per CPU	No Change
58	Annexure 19C	Blade Server (Type A)	Min. 2 (Two) scalable to Max. 4 (Four) and Capable to accommodate 4 processor	Request to add Max (2 Two) CPU From 1st day and 2 CPUs capable to accommodating 4 processor Cores As per CPU requirement, - 2 to 4 Socket Scalble is not Available as per Intel CPU This also Reduces the Blades Slots for Future additional requirements	Please refer Technical Specification Addendum Document.
59	Annexure 19E	Blade Enclosure / Interconnect	<p>Should support simultaneous housing of FCoE (Converged Switch), Ethernet, FC interconnect fabrics offering Hot Pluggable & Redundancy as a feature. The chassis switch should provide the following uplinks:</p> <ul style="list-style-type: none"> • 2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G SFP from day 1 • 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with requirement of 32G FC Connect from day 1 <p>There should be Min. 2 nos. dedicated Switches for redundancy in LAN Switching and Min. 2 nos. dedicated switches for SAN Switching. Based on requirement compatible technology can be provided by OEM supporting maximum number of blade server per enclosure.</p> <p>OR</p> <p>2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G SFP from day 1 AND 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with requirement of 32G FC Connect from day 1 with redundancy using converged technology as per OEM architecture with maximum number of blade servers per enclosure.</p>	<p>Should support simultaneous housing of FCoE (Converged Switch), Ethernet, FC interconnect fabrics offering Hot Pluggable & Redundancy as a feature. The chassis switch should provide the following uplinks:</p> <ul style="list-style-type: none"> • 2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G/25G SFP from day 1 • 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with the requirement of 32G FC Connect from day 1 <p>There should be Min. 2 nos. dedicated Switches for redundancy in LAN Switching and Min. 2 nos with 10/25G Optics per Blade. dedicated switches for SAN Switching. Based on requirement compatible technology can be provided by OEM supporting maximum number of blade server per enclosure. with 32G FC Optics per blades</p> <p>OR</p> <p>2 x 10G/25G SFP plus Ethernet (redundant) per Blade Server (2 Socket) with requirement of 10G/25G SFP from day 1 AND 2 x 32G FC connect (redundant) per Blade Server (2 Socket) with requirement of 32G FC Connect from day 1 with redundancy using converged technology as per OEM architecture with maximum number of blade servers per enclosure.</p>	Please refer Technical Specification Addendum Document.