



Annexure-A
Request for Proposal for Supply, Installation & Maintenance of IBM Servers and its components,
Bid Number: GEM/2024/B/5537693 Dated: 25th October 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	8	Performance Guarantee	The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format mentioned under Annexure 16 to the extent of 5% of the contract value valid 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 scheduled commercial bank in India only, other than Bank of Baroda. In the event of non-performance of obligation or failure to meet terms of this RFP or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.	Bidder request for below terms : - PBG of 3% of the total annual value of contract and to be renewed every anniversary on subsequent annual value. We also request the PBG will be provided only for contract duration. - Bank shall invoke the PBG only on occurrence of material breach and after the Bank provides a 30 days cure period to the bidder to rectify the material breach for which the PBG is sought to be invoked.	No Change
2	9	Payment terms	> 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 19 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.	We propose > 90% of the total cost on delivery of HW / SW plus 100% of GST at actuals. > Balance 10% on completion of installation	No Change
3	9	Payment terms	Installation & Implementation Charges – Missing in RFP	Bidder request for below terms : - Payment shall be made based on Bidder proposed milestone, to be discussed later . Also, bidder request bank to provide placeholder for "Installation charges" in commercial template - Annexure 15	Installation & Implementation Charges should be factor in the Unit Cost of the Servers
4	9	Payment terms	The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved	Bidder request for below term : - Invoices shall deemed to be accepted by bank, unless any dispute is raised by bank within 7 days from date of receipt of invoice by bank - Bidder request for Bidder's right to suspend the services in case of non payment of overdue amount for more than 90 days - Bidder will charge interest @2% per month for any delay beyond due date for non-payment of invoices.	No Change
5	9	Payment terms	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	Bidder request for below terms : - Any changes in the scope will be mutually agreed through change management process	No Change
6	13 Annexure 23	Termination Service Level and Non-Disclosure Agreement	After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract Annexure 23 – Service Level and Non-Disclosure Agreement - If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case Bank of Baroda sponsored RRBs 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.	Bidder request for Below term : - Cure period of 30 days before invocation of this clause. - Bidder's liability limited to incremental cost capped at 10% of the cost of the undelivered systems/services. This clause can be invoked only on termination of contract and only for failure solely attributed to bidder	No Change
7	13 Annexure 24	Termination Service Level and Non-Disclosure Agreement	13. Termination Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason Annexure 23 – Service Level and Non-Disclosure Agreement - 21. Termination - Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination.	Bidder request for below terms / modification : - Bidder proposes termination for convenience right also for Bidder, similar to bank. Also, bank to provide notice period of 90 days before termination for convenience - I in addition to undisputed fees outstanding till date of termination, Bank shall also pay the SI for any ATS / AMC for which Bidder has made payment to OEM.	No Change
8	27	Order / Contract Cancellation	In case of order / contract cancellation, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor	Bidder request for deletion of this clause	No Change
9	Annexure 12	Project Details Scope of Work - 12.Delivery	Vendor will have to pay late delivery charges to Bank @ 0.5% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds the maximum percentage of 10%, Bank reserves the right to cancel the entire order	Bidder request for below term - Late Delivery charges - 0.5% per week of the cost of delayed deliverable, subject to maximum 5% of cost of delayed deliverable. Combined Penalty for delay delivery and installation shall not exceed 5% of cost of delayed deliverable	No Change
10	Annexure 12	Project Details Scope of Work - 13.Installation & Implementation	Installation at our Mumbai & Hyderabad locations, including unpacking of cartons/ boxes, will be the responsibility of the Vendor. Vendor will have to install the hardware and hand it over to Bank for acceptance testing within 2 weeks from the date of receipt of the hardware at our office and Bank's notification for installation of the same. Vendor will have to pay late installation / implementation charges to the Bank @ 0.5% of the total Purchase Order Value per day or part thereof subject to maximum of 10% of the total purchase order value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor	Bidder request for below terms - Late Installation charges - 0.5% per week of the cost of installation charges of delayed deliverable, subject to maximum 5% of installation cost of delayed deliverable. Combined Penalty for delay delivery and installation shall not exceed 5% of cost of delayed deliverable	No Change
11	Annexure 12	Project Details Scope of Work	All hardware to be supplied with 5 years onsite comprehensive warranty. Warranty of the equipment will start from successful installation of the supplied hardware and sign off of the installation report from bank's team. 15.Warranty - Bidder will have to provide a post-installation warranty support as per the terms mentioned below: - Comprehensive Warranty for 60 Months from the installation signoff date or 61 months from the date of the delivery whichever is earlier.	Bidder request for below terms - Warranty will be for standard duration provided by Vendor and for remaining contract duration will be covered under AMC / ATS provided by Vendor	No Change
12	Annexure 12	Project Details Scope of Work	21.Right to Alter Quantities The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities/items	Bidder request for below term : - It should be discussed between both the parties (Bank & Bidder) - Rates for additional quantity should be discussed and mutually agreed between both the parties (Bank & Bidder) - Bank reserves the right to alter the quantities at any time not exceeding 10% of the quantities mentioned in the commercial bid after mutually discussing with the Bidder.	No Change
13	Annexure 13	Service Levels	Service levels	Bidder request for deletion of this clause as we are not quoting for warranty cost separately and hence, it should not be applicable	No Change
14	Annexure 13	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.	We propose - The overall penalty on account of service level default is capped to a max 10% of the TCO value of that specific item.	No Change



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15	Annexure 14	Masked Commercial Bid	h. The Service Charges need to include all services and other requirement as mentioned in the RFP. Bank may procure additional 25-30% quantity at same rate if desired during the contract period.	Bidder request for below term : - Rates for additional quantity should be discussed and mutually agreed between both the parties (Bank & Bidder)	No Change
16	Annexure 14	Masked Commercial Bid	All prices to be quoted in Indian Rupee (INR) only and should be inclusive of all taxes, duties, levies, GST etc	Bidder request for below terms - Any variation on account of change in GST rates to be borne/paid by Bank.	No Change
17	Annexure 23	Service Level and Non-Disclosure Agreement	This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.	We propose - This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 90 days as per the terms of this Agreement.	No Change
18	Annexure 23	Service Level and Non-Disclosure Agreement	15. SET-OFF Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered. The provisions of this Clause shall survive the termination of this Agreement.	Bidder request for deletion of this clause	No Change
19	Annexure 23	Service Level and Non-Disclosure Agreement	The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:	The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of: - breach to be replaced with "Material Breach" and Negligence to be replaced with "Willful Negligence" - only obligation that are directly attributable to EIT shall be applicable - Deleted - The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.	No Change
20	Annexure 23	Service Level and Non-Disclosure Agreement	21. Termination - In following events Bank shall terminate this assignment or cancel any particular order if service provider: Breaches any of its obligations set forth in this agreement and Such breach is not cured within 15 Working Days after Bank gives written notice,	Bidder request for below terms : - Bank to provide 60 days notice period including 30 days cure period notice for termination for any material breach - Bank to pay for the services rendered up to the point of termination,	No Change
21	Annexure 23	Service Level and Non-Disclosure Agreement	Breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.	Breaches any of its obligations set forth in this agreement and such breach is not cured within 30) Working Days after Bank gives written notice; or Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 90 days prior notice in writing.	No Change
22	XXX	General	Generic	Annexure 21 is not available in RFP document. Is the annexure missing or intentionally kept blank	Intentionally removed by the bank as it is not required
23	Annexure 12	Project Details Scope of Work	The Server should have integrated PCIe 3.0 based hardware RAID controller with Min 1GB cache with capacitor based backup or battery backup unit and should support RAID 0, 1, 1+0 & 5	With the newer NVMe Disks now RAID is supported at an OS level. Hardware RAID controller is not needed.	Please refer Addendum Document.
24	Annexure 12	Project Details Scope of Work	Architecture should have provisions for linear vertical & horizontal scaling without drop in performance.	The proposed Server is fully populated with 24 cores. Further vertical scaling is not possible.	Please refer Addendum Document.
25	Annexure 12	Project Details Scope of Work	In order to reduce the Bank's Operating Expenditure on Power and Cooling, Energy Saving Features should be available. If Energy saving/ Green Certifications are available in the server model proposed, the same should be substantiated with documents from the OEM.	Such certificates are not available to the best of our knowledge and requesting if the clause can be removed	Please refer Addendum Document.
26	Annexure 10	Letter of Undertaking from OEM	Annexure 10 – Letter of Undertaking from OEM	IBM Legal approved MAF document authorizing the bidder details will be submitted.	No Change
27	Annexure 11	Undertaking for Information Security	Annexure 11 – Undertaking for Information Security	IBM Legal approved document for the Undertaking of Information Security will be submitted	No Change
28	Annexure 2	Bid Evaluation Terms	OEM & Bidder must ensure that the product to be supplied will not be End of Sale in next 3 Year End of Support in next 7 years	Requesting a change to "OEM & Bidder must ensure that the product to be supplied will not be End of Sale in next 2 Year End of Support in next 7 years"	Please refer Addendum Document.
29	Annexure 12	Project Details Scope of Work	Timely proactive deployment of latest firmware versions / security patches in coordination with Bank's Managed Service Provider to ensure compliance not below N-1 level, as per the bank/regulatory requirements. Monthly Status reports are to be submitted towards current status and upgrade activity carried out during the quarter	Monthly reports and intimation of firmware will fall under managed services. If the bidder/OEM has to take this under their scope, it will attract additional scope and commercials	Please refer Addendum Document.
30	Annexure 12	Project Details Scope of Work	If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed in the servers supplied by the vendor, the same should be done in coordination with Banks Managed Service Provider, without any additional cost.	One time installation and migration of LPARs from existing servers to the new servers will be part of the scope. Any additional reconfiguration during the contract period will attract commercials	No Change
31	Annexure 12	Project Details Scope of Work	Bank will have periodic review of technology. Vendor will supply the models approved as per technical aspects. In case any of the models becomes obsolete, RFP for Supply, Installation & Maintenance of IBM Servers and its components then Vendor will provide the latest model available at no extra cost to Bank within the warranty period.	Requesting further clarification on what criteria defines "obsolete". The supplied servers will come with 5 years warranty and support and the software will be perpetual licenses with the possibility to upgrade provided the servers are under warranty or AMC contract	No Change
32	7	Preference to make in India initiative	Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make in India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI. The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product. In case of two or more bidders complying with Preference to Make in India initiative are found technically eligible as per Technical Specifications mentioned in Annexure 20 of the RFP, then Commercial bids of only these bidders will be opened. In case sufficient bidders complying with Preference to Make in India initiative are not found technically eligible as per Technical Specifications mentioned in Annexure 20 of the RFP, then Commercial bids of all technically eligible	IBM (OEM) Servers are not made in India. IBM can submit a Country of Origin certificate for the supplied servers. We request to provide clarity and acceptance of the same.	This clause is applicable for Make in India products
33	7	Certifications	Bidder should submit the certifications from respective OEM post implementation of the proposed solution in the Bank's Environment is in accordance of Best practices and recommendations of respective OEM. The certifications should be arranged by Bidder without any additional cost to Bank	Since OEM PS going to the services, do we still need the certificate/undertaking from OEM.	No Change
34	9	Payment terms	For 70% Payment Claim (Please clarify on Insurance Certificate and Manufacturer's guarantee certificate and in-house inspection certificate	Please provide clarity and expectations of the same. As we understand OEM is not offering any such Guarantee Certificate. We request to remove the clause.	No Change



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35	9	Payment terms	For 10% Payment Claim (Against Original Bank Guarantee of scheduled commercial public sector bank, other than Bank of Baroda, for three years and three month (i.e. three month beyond the warranty period.))	Since we are already submitting PBG for the supplied Hardware, we sincerely request bank to remove the additional Security Deposit requirements.	No Change
36	12	Delivery	As per RFP the same is 6 Week	We request to change the same to Min 10 weeks form the date of PO.	No Change
37	13	Installation	As per RFP 2 week	We request the same to be changed to min 4 week from the date of Delivery	No Change
38	12	Delivery	Vendor will have to pay late delivery charges to Bank @ 0.5% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds the maximum percentage of 10%, Bank reserves the right to cancel the entire order.	We request the penalties to be capped Max @ 5% of PO value.	No Change
39	17	Porting of application	In case of servers are procured as replacement for existing servers then OEM will be responsible for porting applications to the supplied system, however the Bank's managed service provider will support the OEM for any application related support if required.	Only migration of LPARs will be in IBM Scope. Any application related activity or database activity will be in the bank's MSP's scope	Please refer Addendum Document.
40	16	Acceptance Test (AT)	AT shall comprise of completion of following activities: i. For each installed equipment and IR template should be prepared along with the technical specifications and its value as per quoted product. ii. Bank personnel will check the working system value against the product value before signing the acceptance of the installation of equipment iii. In case Bank is not satisfied with installation / configuration, party must reinstall and / or reconfigure the entire / partial solution. iv. Running of AT Schedule as per agreed AT Plan for systems All the License document along with Manual of the equipment's installed should be duly submitted	Acceptance criteria will be installation of HW and creation of logical LPARs	No Change
41	6	Handover Services	Bidder shall suitably and adequately train the Bank's and its MSP team for fully and effectively manning, operating and maintaining the deliverables under this contract.	One time training will be included in OEM scope.	No Change
42	5	Scope of Work for Onsite support during implementation	The resident engineers have to perform the below mentioned (but not limited to) duties pertaining to the solution:	There are no resident engineers provided. Only during implementation will the IBM engineers be present. Please put in a prebid query	Please refer Addendum Document.
43	5	Scope of Work for Onsite support during implementation	1. The OEM's technical/implementation team should be an active part of the implementation team and should support throughout the solution implementation/project sign off, which should be provided without any additional cost. 2. Overall management of the complete solution such as refinement of policies, creation of policies, configuration optimization or any changes/modifications to be done for enforcing Bank's policies, etc. 3. Informing the Bank about the latest patches, OS/application versions, updates, signatures, etc. as and when released by the OEM and evaluating and applying the same as per their applicability in the Bank's environment as per Bank's policies/requirements. 4. Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc. Reporting abnormalities to the Bank as and when observed/occurred. 5. Preparing and submitting regular reports as and when required by the Bank. 6. Troubleshooting day to day issues, faced by end users, pertaining to solution in coordination with Bank's Network integrator, security integrator, or other relevant teams/Bidders. 7. Call logging and follow-up with the OEM or the successful bidder's support mechanism and escalation for resolution of all types of hardware, software, solution or application related issue for the solution. 8. Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security Bidders of the Bank. 9. Periodic Assessment of the solution for ensuring compliance and security hardening as per Bank's policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.	The same scope should be with Bank's MSP	Please refer Addendum Document.
44	Annexure 12	Project Details Scope of Work	To ensure that the installation & configuration of the servers supplied are in line with the banks hardware baseline document.	Request the bank to provide details on what HW Baseline document is.	No Change
45	Annexure 12	Project Details Scope of Work	Bank under the existing RFP will have the right to order HW / SW for its sponsored Regional Rural Banks (RRBs) & Bank's Subsidiaries and the vendor should be in a position to supply, install and support the HW / SW as per the requirement of Bank RRBs & Bank's Subsidiaries. The Purchase Order & Payment will be released by respective Regional Rural Banks (RRBs) & Bank's Subsidiaries.	Request the bank to inform till when the bank holds this right	No Change
46	Annexure 12	Project Details Scope of Work	3b. Bidder shall supply BANK with required licenses in the name of BANK to access and use the Software supplied through this RFP. Such licenses to access and use the software shall be non-exclusive, fully paid up, irrevocable, and valid throughout BANK offices.	The licenses are OS, hypervisor and clustering licenses. They are tagged to the serial number of the machine	No Change
47	Annexure 12	Project Details Scope of Work	For complex upgrades/changes done to the existing hardware, a cool off period to be applied before SLA can be applied. This is over and above the 15 days knowledge transfer mandated in this contract. The need of the cool off period can be mutually discussed and agreed based on the complexity of the upgrade.	Since the installation scope is limited, a KT period of 15 is not required. Request to reduce it to 7 days.	No Change
48	Annexure 12	Project Details Scope of Work	The successful vendor shall deliver and complete installation as per project scope within a period of 6 weeks in totality from the date of placing of purchase order by the Bank. The delivery and installation as per the required scope needs to be completed as per the timelines mentioned.	Since standard delivery timeline is 6 - 8 weeks, request to change the delivery and installation timeline to 10 - 12 weeks.	Please refer Addendum Document.
49	9	Payment Terms	70% after delivery and 20% after Installation, 10% after warranty or on submission on BG.	Request to bank to change the terms i.e. release the balance 10% after 3 month from go live date	No Change
50	Annexure 2	Bid Evaluation Terms	OEM & Bidder must ensure that the product to be supplied will not be End of Sale in next 3 Year End of Support in next 7 years	Requesting a change to "OEM & Bidder must ensure that the product to be supplied will not be End of Sale in next 2 Year End of Support in next 7 years"	Please refer Addendum Document.
51	Annexure 2	Bid Evaluation Terms	OEM should be able to replace the faulty hardware within 4 hours from the time	"OEM should be able to replace the faulty hardware within 6 hours from the time of incident reporting. In case the production availability is down OEM should be able to replace the parts within 4 hours (only in Mumbai & Hyderabad)."	Please refer Addendum Document.