

Tender for procurement of HPE Memory Modules for HPE Synergy Servers

A. BRIEF PROJECT REQUIREMENT

Bank of Baroda has a requirement of HPE Memory Modules for HPE Synergy Servers as per the details mention below at Mumbai Office:

Delivery Location	Server Model / Quantity	Memory Module Required	Part Number	Quantity
Mumbai	HPE Synergy 480 Gen 9 (Approx. Physical Server 3 no's)	HPE Original 32GB Memory Module	805351-B21 HPE 32GB 2Rx4 PC4-2400T-R Kit	31

B. PURPOSE

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this bid document, hereinafter called Tender, to eligible Vendors, hereafter called as 'Bidders / Vendors', to participate in the competitive bidding towards procurement of HPE Memory Modules for HPE Synergy Servers.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this Tender and who fulfill the criteria mentioned in this document. The participating vendor must agree to all our terms & conditions mentioned under this Tender document.

C. E-PROCUREMENT GUIDELINES

The vendors are requested to submit their eligibility/commercial proposal for above mentioned procurement through website link provided below as part of e-tendering only. e-tendering / online tendering is the simulation of the manual tendering process on the internet i.e. the eligible bidders / tenders can log on to the internet website specified using a unique user name & password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s e procurement Technologies Ltd. personnel on the methodology of submitting the bids online using a digital signature/electronic key / password at the date and time specified. The bids placed by the bidders are confidential and will be opened by the authorized Bank of Baroda officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

Minimum requirement:

- 1) Computer/Laptop with internet connection.
- 2) Operating System – Windows XP Service pack - 3 / Vista / Windows 7.
- 3) Digital Certificate - Class II or III, signing + Encryption and it should be organizational certificate.
- 4) Vendor registration can be done online by opening Website <https://bobtenders.auctiontiger.net/EPROC/> Click on Registration link, create User Id and Password and attach your Digital certificate.

D. IMPORTANT DATES

Schedule of Tender	
Tender No.	BCC:IT:PROC:110:54
Date of Viewing Tender	17 th December 2018
Date of Pre - Bid Meeting	Not Applicable
Last Date & Time of Submission of Bids	02:00 PM on 27 th December 2018
Date & Time of opening of Part-I Eligibility / Technical Bid	02:30 PM on 27 th December 2018
Date & Time of opening of Part-II Commercial Bid	To be communicated Later
Earnest Money Deposit	Not Applicable
Address for online submission of bids (technical as well as commercial bids)	Bid must be submitted online on https://bobtenders.abcprocure.com/EPROC/
All letters must be addressed to the	Chief Technology Officer Bank of Baroda, Baroda Sun Tower C-34, G-Block, BKC, Mumbai-400051
Contact Details of M/s. e-Procurement Technologies Ltd.(ETL), Ahmedabad	M/s e-Procurement Technologies Limited Mr. Yashrajsinh Rathod Email: yashrajsinh@auctiontiger.net Phone: +91-79-40016815/6824/6861

E. SUBMISSION DETAILS

As part of the submission the vendor should submit the following documents through our eProcurement portal:

- a) **Undertaking Letter from Principal Vendor** – A letter of undertaking from the vendor on the following points:
 - 1) Agreeing to all terms & conditions as detailed in the tender.
 - 2) The organization is in the business of HPE Servers at least for a period of last 3 years.
 - 3) Vendor should provide an undertaking on his letter head that installation of HP Memory Module for HPE Synergy Servers will be done by HPE Certified Engineer (Details of Engineer along with the copy of HPE Certificate to be provided)
 - 4) Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E-Mail ID.
- b) **Undertaking Letter from OEM** – A letter of undertaking from the HPE (OEM) on the following points:
 - 1) If submitting tender as a partner - letter of authorization from the HPE (OEM) (Annexure 2) .

- 2) Valid documentary Proof stating that the vendor is HPE (OEM) Certified Partner for last 3 years.
 - 3) Valid documentary Proof stating that Warranty / Support of HPE Memory Module is completely back lined with the HPE (OEM) directly. OEM will ensure that the support & replacement related cases can be opened directly by Bank and HPE Memory Module get directly covered under Warranty / AMC of the HPE Synergy Servers.
- c) **Commercial Bid** - Commercial Bid for Memory Modules for HPE Synergy Servers should be strictly as per Commercial bid format (Annexure - 1). Any commercial bid submitted not in conformity with Annexure – 1 and provided along with the Eligibility bid, then whole bid will be rejected outright.

Commercial bid needs to be sealed & signed by the bidder's authorised signatory strictly as per Annexure - 1 and encrypted using e-signer tool (available on our e-procurement website <https://bobtenders.abcprocure.com/EPROC/> for download) before uploading it to the website.

F. EVALUATION METHODOLOGY

Bank will evaluation the commercials of only those vendors who have submitted valid Undertaking Letters as mentioned in “**Point E. SUBMISSION DETAILS**”. The vendor quoting the lowest commercial shall qualify as the L1 vendor. The vendor is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Total Amount quoted should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid as per actual.

G. NORMALIZATION OF BIDS

The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the vendors will, by responding to this tender, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The vendors, by submitting the response to this tender, agree to the process and conditions of the normalization process.

H. OTHER TERMS

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the vendor in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time. Mere response to the tender will not entitle nor confer any right on the vendors for supply/sale to the bank.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

I. PAYMENT TERMS

The payment will be released as follows:

Hardware Payment (HPE Memory Module):

- 70% of the total cost on delivery of the product. (POD document signed by the concerned Bank officials to be provided along with invoice for release of payment).
- Balance amount of 30% will be released after one month of delivery & successful installation of the product (Installation sign off / confirmation by the Bank Official to be provided along with invoice for release of payment).

Installation Payment:

- 100% of the total cost of Installation Charges of the product (Installation sign off / confirmation by the Bank Official to be provided along with invoice for release of payment).

SNR case - Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 30 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready.

The payment will be released from IT Dept., BCC as per the payment terms on submission of related documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, 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 professional fees quoted by the vendor in the price bid against such activity / item.

J. END OF SALES / END OF SUPPORT:

The Vendor has to ensure that any equipment supplied as part of this Tender should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support from the date of supply, the vendor has to replace the equipment at no additional cost to the Bank.

K. DELIVERY TIMELINES

Delivery of required Memory Modules should be within 2 weeks from the date of purchase order at our Corporate Office, Mumbai. The Addresses for delivery of Memory Module are as follows:

Bank of Baroda, Baroda Sun Tower, 2nd Floor, IT Department, C-34, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.

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

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

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

L. INSTALLATION

Onsite Installation of HPE Memory Module with existing Bank's setup at Mumbai Location will be in the scope of Vendor. Installation should be done by HPE Certified Engineer.

Installation at our Mumbai Office, 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 7 working days of the Bank from the date of receipt of the Hardware at our office and Bank's notification for installation of the HW / SW.

Vendor will have to pay late installation charges to the Bank @ 1% of the total Purchase Order Value per day or part thereof subject to maximum of 5% of the total

purchase order value, for delay in installation, if the delay is caused owing to reasons attributable to the Vendor.

M. TRANSPORTATION AND INSURANCE

All the costs should include cost, insurance and freight (c.i.f). However, the vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the vendor till the acceptance of the Hardware by Bank. The vendor should also assure that the goods would be replaced with no cost to Bank in case insurance cover is not provided.

N. DEAD ON ARRIVAL (DOA)

The Vendor has to ensure that any equipment supplied as part of this Tender should not be Dead on Arrival (DOA). In the event if any equipment supplied by the vendor is Dead on Arrival (DOA), the vendor has to replace the equipment at no additional cost to the Bank.

O. DOCUMENTATION

Vendor will have to supply all necessary documents in English related to the HPE Memory Modules along with their bid submission.

P. FORCE MAJEURE

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

Q. ARBITRATION

In the event of a dispute or difference of any nature whatsoever between Bank and the vendor during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bank and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at Bank's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

R. INDEMNITY

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. in respect of the HPE Memory Module provided by him.

S. CONFIDENTIALITY

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by Bank. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by Bank. Further, Bank shall have right to regulate vendor staff.

T. INFORMATION AND SECRECY

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

U. PUBLICITY

The vendor shall not advertise or publicly announce that he is undertaking work for Bank without written consent of the Bank.

V. STANDARDS

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

W. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar services.

X. AUDIT

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access Bank documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.

Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to Bank documents by one or more RBI officials or employees or other persons duly authorized by RBI.

Y. NO EMPLOYER EMPLOYEE RELATIONSHIP

The Vendor or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives /

agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

Z. AUTHORIZED SIGNATORY

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Vendor shall furnish proof of signature identification for above purposes as required by the Bank.

For any further clarifications you may contact following officials:

Contact Person Name	Designation	Contact No.
Mr. Kalpesh Prajapati	Officer (IT Procurement)	022 6698 3256
Mr. Deepak Mehra	Manager (IT Procurement)	022 6698 3232
Ms. Archana Save	Chief Manager (IT Procurement)	022 6698 1556

E-mail all your queries to rfp.it.procurement@bankofbaroda.com,
it.fms.bcc@bankofbaroda.com

Annexure 1 – Commercial Bid : Memory Modules for HPE Synergy Servers

Sr. No.	Description	Qty	Unit Price (Rs.)	Total Amount (Rs.)	GST (%)	GST Amount	HSN / SAC Code
1	HPE Original 32GB Memory Module (805351-B21 HPE 32GB 2Rx4 PC4-2400T-R Kit) (Location – Mumbai)	31					
2	Installation Charges (3 no's of HP Synergy Servers at Mumbai)	3					
3	Other Charges* (please specify if any)	xxx					
Total Cost of Ownership of 31 no's of Memory Modules and Installation Charges (Rs.)						XXX	

Note:

- All the commercial value should be quoted in Indian Rupees.
- Onsite Installation of HPE Memory Module with existing Bank's setup at Mumbai will be in the scope of Vendor. Installation should be done by HPE Certified Engineer.
- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals.
- Vendor has to mandatorily declare the applicable Goods & Service Tax Percentage (GST %), Goods & Service Tax Amount & HSN / SAC Code in the commercial bid format. The applicable Goods & Service Tax will not be part of Total Cost of Ownership (TCO) calculation.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge.
- Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.
- *Details to be provided for any commercial provided against "Any Other Charges"

Place:
Date:
Seal & Signature of the bidder

Annexure 2 – Manufacturer Authorization Form

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

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

Sir,

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

The model(s) / product(s) proposed in this Tender is covered under 5 Years Onsite comprehensive support from the date of installation of product.

We hereby extend our Warranty for 5 year period as per terms and conditions of the Tender and the contract for the equipment and services offered for supply against this Tender by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP in respect of such equipments and services.

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

Yours Faithfully

Authorised Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #