

Tender for procurement of Cisco Fabric Interconnect for Cisco Blade Servers

A. BRIEF PROJECT REQUIREMENT

Bank of Baroda has a requirement of Cisco Fabric Interconnect for Cisco Blade Servers as per the details mention in Annexure 1 - Bill of Material (BOM) at Mumbai Office.

Product Description	Quantity
Cisco Fabric Interconnect for Cisco Blade Servers as per Annexure 1 - Bill of Material (BOM)	2

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 Cisco Fabric Interconnect for Cisco Blade 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. TENDER DELIVERY DETAILS

The vendors are requested to submit their commercial proposal for procurement of Cisco Fabric Interconnect for Cisco Blade Servers.

The vendors may submit their tenders:

- **Addressed to**
Asst. General Manager
(IT Procurement, Payment and PMO)
Bank of Baroda, Baroda Sun Tower
7th Floor, IT Department, C-34, G Block,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051
- **Delivered at** the following address
Mr. Deepak Mehra (Manager - IT)
Bank of Baroda, Baroda Sun Tower
7th Floor, IT Department, C-34, G Block,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051
Tel – 022 – 66983232

D. IMPORTANT DATES

#	Particulars	Timeline
1	Tender Issuance Date	16 th October 2017
2	Last Date of Submission of Tender Response (Closing Date)	2.00 PM on 26 th October 2017
3	Commercial Bid Opening Date	2.30 PM on 26 th October 2017

E. SUBMISSION DETAILS

As part of the submission the vendor should submit the following details in a **Master Envelope superscribed “Tender for procurement of Cisco Fabric Interconnect for Cisco Blade Servers”**:

- a) **Undertaking Letter from Principal Vendor / OEM** – A letter of undertaking from the vendor on the following points:
 - i) Agreeing to all terms & conditions as detailed in the tender.
 - ii) The organization is in the business of Cisco Servers at least for a period of last 3 years.
 - iii) The model offered meets all the technical requirements mentioned in Annexure 1 - Bill of Material (BOM).
 - iv) Sufficient quantity of spares will be kept as stock during the Warranty / AMC period at the Vendor’s office in Mumbai.
 - v) Any technical problem would be resolved within 24 hrs. of call reported (including time for procuring spare parts) and having technically qualified engineers to service the Cisco Fabric Interconnect in Mumbai.
 - vi) 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 vendor on the following points:
 - i) If submitting tender as a partner - letter of authorization from the principal vendor or OEM.
 - ii) Valid documentary Proof stating that the vendor is Cisco (OEM) Certified Partner for last 3 years.
 - iii) If submitting tender as a partner - Under taking from OEM to support the product in Warranty as well as in AMC period if vendor’s integrator fails to do so.
- c) Separate Sealed envelope (inside the Master envelope) superscribed as **“Commercial Bid”**. The envelope should contain dully filled Commercial proposal (Annexure 2).

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

IT Dept., BCC will place the orders and delivery will be in Baroda Sun Tower, BKC, Mumbai. The successful vendor shall make necessary arrangements for processing the purchase orders, including Road Permit if any & etc.

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.

The payment will be released as follows:

- 70% of the total cost on delivery of Hardware and its add on components plus 100% of GST. GST will be paid as per actuals.
- 20% of total cost after one month of successful installation and satisfactory functioning.

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 60 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.

20% of the payment total cost after two months on delivery of hardware.

- Balance 10% of the delivered products cost would be payable on completion of warranty period plus 3 months or against bank guarantee in the format as specified in Annexure 17 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 warranty period plus 3 months.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by IT Dept., BCC, Mumbai as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

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

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

A. For 70% Payment Claim

- a) Original delivery Challans dully stamped and signed by the Bank Official.
- b) Confirmation letter from OEM mentioning the serial number of the product and that the HW supplied is under three years back to back warranty.
- c) Complete inventory details along with Serial Numbers of Hardware and related software (i.e. Operating System etc. if any)

B. For 20% Payment Claim

- a) Original Installation Report dully stamped and signed by the Bank Official along with the signature of the engineers of vendor.
- b) In Case of SNR - Submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. along with an undertaking from vendor to complete installation within a week of being informed that the site is ready.
- c) Complete inventory details along with Serial Numbers linked with Asset Tag of Hardware delivered against each PO at ordered delivery locations.

C. For 10% Payment Claim

- a) 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).

AMC Period Payment Terms

The payment for AMC will be divided into four equal installments for the year and paid quarterly in advance.

J. END OF SALES / END OF SUPPORT:

The Vendor has to ensure that any equipment supplied as part of this RFP 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 hardware and its components should be within 6 week from the date of purchase order at Bank of Baroda, Treasury Department, Baroda Sun Tower, 7th Floor, C-34, G-Block, Bandra Kurla Complex, Mumbai - 400051, INDIA.

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 Cisco Fabric Interconnect 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.

Bank reserves the right to shift the equipments to new location/s and warranty / AMC / support for the same will continue to be in force at the new location.

L. INSTALLATION

Installation at our Treasury Department, 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.

Bank reserves the right to shift part or the entire Hardware setup to new location/s and warranty and AMC will continue to be in force at the new location also.

M. WARRANTY

The entire hardware equipment including system software will remain under onsite, comprehensive maintenance warranty for a period of three years. The service support during warranty period shall be for all Hardware equipment, Operating System Software and Antivirus Software (wherever applicable - if supplied by the vendor etc. The vendor shall upgrade the system software during warranty period at no cost to BOB. Vendor will have to provide a post-installation warranty as per the terms mentioned below:

Hardware & its add-on component -

Comprehensive Warranty for 36 Months from the date of installation or 37 months from the date of delivery whichever is earlier.

In event of any major equipment / part (i.e. Motherboard and any controller) is replaced or any defect in respect of any major equipment / part (i.e. Motherboard and any controller) is corrected for more than two instance of any quarter during the base warranty period of 3 years, where the period of warranty remained is less than twelve month of the comprehensive warranty, the warranty in respect of the entire hardware equipment for which the equipment / part is replaced / defect is corrected, will be extended for an additional period of twelve months from the date of such replacement/ correction of defects..

Patch updation, security updates etc of operating system (wherever applicable - if supplied by the vendor) to be done in coordination with the Bank.

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

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

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

Warranty should cover the following:

- a) The equipment should be attended within four hours of receipt of complaint (exclusive of travelling time). In case problems persist, systems should be replaced within 24 hours of receiving complaint and alternate system should be given till machine is repaired. The replaced equipment should be installed by the vendor at no extra cost to the Bank, so that normal job of the Bank may not get hampered.
- b) Warranty would cover updates/maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware.
- c) Providing of all deliverables including warranty services etc. under this contract shall be the sole responsibility of the vendor. Bank will not be responsible for any delays/violation from third party OEMs.

N. ANNUAL MAINTENANCE CONTRACT (AMC) AFTER EXPIRY OF WARRANTY PERIOD

The Bidder will enter into an AMC agreement with the Bank at the discretion of the Bank, after the expiry of warranty period to support the Hardware for a minimum period of – 2- (two) years at the rate quoted in “Commercial Proposal”. The minimum AMC (after the warranty period) to be quoted by the vendor in the commercial proposal is 4% per annum on the base price of Hardware.

O. UPTIME GUARANTEE

Vendor will have to guarantee a minimum uptime of 99%, calculated on a monthly basis.

Uptime percentage - 100% less Downtime Percentage.

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

Unavailable Time - Time involved while any part of the core configuration or system software component is inoperative or operates inconsistently or erratically.

If Vendor fails to meet the uptime guarantee in any quarter then the Vendor will have to pay 1% of cost of the hardware as damages for every 1% downtime than the agreed 95% to a maximum of 10% damages during the Warranty / AMC period OR the warranty / AMC period will have to be extended by one month. The Vendor should immediately provide Bank with an equivalent standby system in case of failures.

Note: If equivalent standby is provided that will not be considered as downtime to the maximum period of 7 working Days.

P. SUPPORT SERVICES

Support services should include the following:

- a) OEM / Partner has to provide Telephonic, Email & Web based Support (24x7) for the 3 years warranty and 2 years AMC period.
- b) OEM / Partner has to provide Patches / Updates / Upgrades / Bug Fixes during the 3 years warranty and 2 years AMC period.

Q. TRAINING

The vendor shall provide training to officials of Bank. The training should cover features of the Cisco Fabric Interconnect and include hands-on training. Training will have to be provided at Bank premises (where the machines are delivered) or external sites acceptable to Bank at vendor's cost.

R. 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.

S. DOCUMENTATION

Vendor will have to supply all necessary documents in English related to the Cisco Fabric Interconnect along with their bid submission.

T. 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.

U. 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.

V. 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 Cisco Fabric Interconnect provided by him.

W. 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.

X. 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.

Y. PUBLICITY

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

Z. STANDARDS

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

AA. 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.

BB. 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.

CC. 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.

DD. 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:

- Mr. Deepak Mehra, Manager (IT Procurement) 022 66983232 or
- Mr. Kalpesh Prajapati, Officer (IT Procurement) 022 66983256

E-mail your queries:

- rfp.it.procurement@bankofbaroda.com
- deepak.mehra@bankofborada.com
- it.fms.bcc@bankofbaroda.com

Annexure 1 – Technical Specification - Bill of Material (BOM) for Cisco Fabric Interconnect for Cisco Blade Servers

Part Number	Description	Qty	Complied (Yes or No)	Remarks (if any)
Cisco Fabric Interconnect for Cisco Blade Servers				
UCS-FI-6248UP-UPG	UCS 6248UP 1RU Fabric Int/No PSU/32 UP/ 12p LIC	2		
UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	2		
N10-MGT014	UCS Manager v3.1	2		
UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	2		
UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	2		
UCS-FAN-6248UP	UCS 6248UP Fan Module	4		
UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	4		
CAB-IND-10A	10A Power cable for India	4		
GLC-TE	1GBASE-T SFP Module, Enterprise-Class	8		

Place:
Date:
Seal & Signature of the bidder

Annexure 2 – Commercial Bid : Cisco Fabric Interconnect for Cisco Blade Servers

Sr. No.	Description	Qty	Unit Price (Rs.)	Amount (Rs.)	AMC %	AMC Amount (Rs.)	Total Amount (Rs.)	GST Percentage (%)	GST Amount	HSN / SAC Code
1	Cisco Fabric Interconnect for Cisco Blade Servers (As per Annexure 1 – BOM)	2								
2	Installation Charges of Cisco Fabric Interconnect for Cisco Blade Servers (As per Annexure 1 – BOM)	2								
3	Other Charges* (please specify if any)	X								
Total Cost of Ownership (Rs.)									XXX	

Note:

- All the commercial value should be quoted in Indian Rupees.
- 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.
- The minimum AMC (after the warranty period) to be quoted by the vendor in the commercial proposal is 4% per annum
- 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.

- i) Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- j) We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws.
- k) Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- l) *Details to be provided for any commercial provided against “Any Other Charges”.

Place:

Date:

Seal & Signature of the bidder