



**Request for Proposal:
Purchase of Hardware with Professional
Services for High Availability
Infrastructure**

Bank of Baroda

23rd March, 2023

#	Particulars	Timeline
1	RFP Issuance Date	23rd March 2023
2	RFP Coordinator Telephone Email id Address for Proposal Submission	Mr. Krishnan P.S +971 5 0742 1933 it.uae@bankofbaroda.com Bank of Baroda, GCC Operations, Umm Hurair Building Shop No. 1 To 5, 8 And 9, Plot No. 3180430, Al Doha Street Opp. Ansar Gallery Al Karama, Dubai, UAE
3	Last Date of Written request for Clarifications	30th March 2023
5	Last Date of Submission of RFP Response (Closing Date)	04:00 PM GST 13th April 2023 Address: Bank of Baroda, GCC Operations, Umm Hurair Building Shop No. 1 To 5, 8 And 9, Plot No. 3180430, Al Doha Street Opp. Ansar Gallery Al Karama, Dubai, UAE
6	Opening of Eligibility Cum Technical Bid	10:00 AM GST, 14th April 2023 Address: Bank of Baroda, GCC Operations, Umm Hurair Building Shop No. 1 To 5, 8 And 9, Plot No. 3180430, Al Doha Street Opp. Ansar Gallery Al Karama, Dubai, UAE

Definition of Terms used in the RFP:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. RFP means the Request For Proposal document
3. Proposal, Bid means "Response to the RFP Document"
4. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda

Confidentiality

This document is meant for the specific use by the Firm/ person/s interested to participate in the RFP process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the Firms or any person acting on behalf of the Firms strictly adhere to the instructions given in the document and maintain confidentiality of information. The Firms will be held responsible for any misuse of information contained in the document, and are liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to the confidentiality clauses.

Contents

Introduction:	5
1.1. Information Provided:.....	5
1.2. Disclaimer:.....	5
1.3. Costs Borne by Respondents:.....	6
1.4. Recipient Obligation to Inform Itself:	6
1.5. Evaluation of Offers:.....	6
1.6. Errors and Omissions:.....	6
1.7. Acceptance of Terms:.....	6
1. Terms of the RFP Response:	7
2.1. Registration of RFP Response:.....	7
2.2. RFP Validity period:	7
2.3. Communication on the RFP:.....	7
2.4. Notification:	8
2.5. Disqualification:	8
2.6. Language:	8
2.7. Formats of Bids:.....	8
2.8. Timeframe:	8
2.9. RFP Response Submission Details:	8
3.1. Warranty.....	9
3.2. Payment Terms.....	9
3.3. Delivery	10
4. Evaluation Methodology:.....	10
5. Instructions to Bidder:.....	10
5.1 Opening of Bids:.....	11
6. Terms and conditions:	11
i. General Terms:	11
ii. Rules for Responding to this RFP:	11
iii. Price Bids:	12
Others:.....	12
Other RFP Requirements:	13
Indemnity	15
Governing Laws	16
Waiver	16
Disclaimer	16

Introduction:

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to purchase -2- HPE DL380 Gen 10 (Xeon Gold), -2- HPE DL380 Gen 10 (Xeon Silver), HPE MSA 2062 and Barracuda Appliance 340 along with professional services to set up a high availability architecture for -3- applications.

The Bank, for this purpose, invites proposal from Vendors who are interested in participating in this RFP and are also in a position to comply with the requirement as mentioned in Project Scope. Apart from the above the vendor must also agree to all our terms & conditions mentioned under this RFP.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Vendor as identified by the Bank, after completion of the selection process as detailed in this document.

The sealed offer needs to be forwarded to the **Chief Executive, BOB, Plot No 3180430, Umm Hurair Bldg, Al Doha Street, Karama, Dubai, UAE**. The bid should be delivered in a sealed envelope and submitted to BOB on or before 13.04.2023 before 4:00 PM GST.

The offers received will be opened on 14.04.2023 at 10:00 AM GST in our office. The envelopes should be super inscribed – "BOB Purchase of IT Hardware with Professional Services". The Bank reserves the right to reject any one or all the offers without assigning any reason.

1.1. Information Provided:

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

1.2. Disclaimer:

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it

whether or not the losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

1.3. Costs Borne by Respondents:

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient/ Respondent.

1.4. Recipient Obligation to Inform Itself:

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

1.5. Evaluation of Offers:

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the to purchase -2- HPE DL380 Gen 10 (Xeon Gold), -2- HPE DL380 Gen 10 (Xeon Silver), HPE MSA 2062 and Barracuda Appliance 340 along with professional services to set up a high availability architecture for -3- applications.

The issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.6. Errors and Omissions:

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

1.7. Acceptance of Terms:

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

1. Terms of the RFP Response:

2.1. Registration of RFP Response:

Registration of RFP response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail, the RFP is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation.

2.2. RFP Validity period:

RFP responses must remain valid and open for evaluation according to their terms for a period 7 days from the RFP opening date.

2.3. Communication on the RFP:

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for Clarification as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as Addendum to the RFP and will be published on the Bank's website under Tenders section. However, the Bank will not answer any communication initiated by the Respondents beyond the dates provided in "**Key Information on the RFP Response Submission**".

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent **(or simultaneously with more than one**

Respondent) after the RFP closes to improve or clarify any response.

2.4.Notification:

The Bank will notify only to the selected Respondent/s in writing immediately post completion of the RFP Evaluation on the outcome of the process. The Bank is not obliged to provide any reasons for any such acceptance or rejection to other non-selected respondent/s.

2.5. Disqualification:

Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the Bank.

2.6. Language:

The RFP response prepared by the Firm, as well as all correspondence and documents relating to the RFP exchanged by the Firm and the Bank and supporting documents and printed literature shall be in the English language only.

2.7. Formats of Bids:

The Firms should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the banks and other institutions to which the Firms have rendered their services for execution of similar assignments.

2.8. Timeframe:

The timeframe has been provided at the start of this document for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.9. RFP Response Submission Details:

The Proposals shall be submitted in sealed envelopes super scribing:

“PROPOSAL FOR BANK OF BARODA Purchase of Hardware with Professional Services for High Availability Infrastructure . SUBMITTED BY “.....” on the top of the envelope containing the bid.

FIRM DETAILS should be provided which includes:

CONTACT PERSON NAME:

EMAIL ADDRESS:

CONTACT NUMBER:

The RFP response document should be submitted to the Bank in hard copy in sealed cover with separate sealed technical cum eligibility bid and commercial bids.

Scope of Work:

Bank will award the contract to the successful vendor and the vendor should deliver the service with the following scope:

1. Vendor should be capable of providing all the Hardware, Software and other services that are specified under the Technical Specifications Annexure 01.
2. The system must be capable of upgrading at a later stage as and when required by the Bank.

3.1. 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.

3.2. Payment Terms

IT Department will place the order and delivery will be at Zonal Office, Dubai. 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:

- 100% of total cost of 2- HPE DL380 Gen 10 (Xeon Gold), -2- HPE DL380 Gen 10 (Xeon Silver), HPE MSA 2062 and Barracuda

Appliance 340 on successful delivery.

- 100% of total cost of professional services on successful installation and sign-off from the bank's project manager.

3.3. Delivery

1. The equipment should be delivered within 8 weeks from the date of purchase order.
2. 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.
3. 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.
4. The software (systems software, language compilers, utilities, packaged software, etc., including complete sets of manuals, Driver CD, Antivirus CD) should be delivered together with the hardware.
5. All accessories as part of the hardware / software to make it 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.
6. Bank reserves the right to shift the equipment's to new location/s and warranty / AMC / support for the same will continue to be in force at the new location.

4. Evaluation Methodology:

The vendor quoting technically qualified bid and with the lowest commercial shall qualify as the L1/successful vendor/bidder. For this, total hardware cost, installation cost will be considered. 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.

The vendor should have an office in the Dubai Emirate and should have an experience of at least -5- years in providing the services. (As per Trade License)

5. Instructions to Bidder:

5.1 Opening of Bids:

Bids received within the prescribed closing date and time will be opened on 14th April, 2023 at 10:00 AM in presence of Bidders' representatives who choose to attend the opening of the RFP on the specified date and time as mentioned earlier in the RFP document.

The Bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought to BOB for verification.

6. Terms and conditions:

i.General Terms:

The Bank expects the Firm to adhere to the terms of this RFP and would not accept any deviations to the same.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Firm, the RFP shall be the governing document for arrangement between the Bank and the Firm.

The Bank expects that the Firm appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank, preferably from a single point.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Firm responses would not be incorporated automatically in the RFP.

ii. Rules for Responding to this RFP:

All responses received after the due date/time as mentioned in **“Key Information on the RFP Response Submission”** would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Firm to this RFP shall be binding on such Firm for a period of 180 days after opening of the bids.

All bid responses would be deemed to be irrevocable offers/proposals from the Firms unless otherwise accepted by the Bank and shall not form a part of the final contract. Unsigned responses would be treated as incomplete and are liable to be rejected.

The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.

The Firm may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Firm subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required form at or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the bids, the Firm agrees that Bank will consider 'ORIGINAL' hard copy as final and it will be binding on the Firm. The Bank in this case may also reject the offer outright.

The RFP shall deem to be a binding contract between the Bank and the bidder. The firm at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Firm shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:

- a) Bids submitted by the holding Firm and its subsidiary
- b) Bids submitted by two or more Firms/ Partnership firms/ LLPs having common partners
- c) Bids submitted by two or more firms in the same group of promoters/ management
- d) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

iii. Price Bids:

The firm is expected to quote Price in AED Dirhams for the products and services including VAT. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed amount and applicable VAT. The Bank will pay the VAT as per the rate applicable at the time of making payment. The firm shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

Others:

Bank reserves the right to withdraw this RFP / cancel entire selection process at any time / stage without assigning any reason.

Bank also reserves the right to change/add any terms and conditions of the RFP by issuing addendum/corrigendum and putting it on its website.

If there are conflicting points in the RFP, the Bank reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.

No Commitment to Accept Lowest bid or any bid – bank shall be under no obligation to accept the lowest price bid or any other offer received in response

to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Firm shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

By submitting a proposal, the Firm agrees to promptly contract with the Bank for any work awarded to the Firm. Failure on the part of the awarded Firm to execute a valid contract with the Bank will relieve the Bank of any obligation to the Firm, and a different Firm may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Bank's website (<https://www.bankofbarodauae.ae>) thereafter are final and binding on the Firms. In the event the Firm is not willing to accept the terms and conditions of the Bank, the Firm may be disqualified. Any additional or different terms and conditions proposed by the Firm would be rejected unless expressly accepted by the Bank in writing.

The selected Firm must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Firm's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Firm's inability to meet the established delivery dates or any other reasons attributing to the Firm then that Firm will be responsible to compensate for any re-procurement costs suffered by the Bank.

The Firm represents that the Technical Proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any products, services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the firm at no additional cost to the Bank.

The Bank would not assume any expenses incurred by the Firm in preparation of the response to this RFP and also would not return the proposal documents to the Firms

The Bank will not bear any costs incurred by the Firm for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

Other RFP Requirements:

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank

also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion.

The Bank may revise any part of the RFP, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on the Bank's website only.

The Bank reserves the right to extend the dates for submission of responses to this document.

Firms shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to the RFP Coordinator mentioned in **"Key Information on the RFP Response Submission"**, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Firm, who posed the question, will remain anonymous.

Preliminary Scrutiny

Bank will scrutinize the offer to determine whether the bid is submitted in a prescribed format, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Firms and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Firms for clarification of their offer. The Bank has the right to disqualify the Firm whose clarification is found not suitable to the proposed assignment.

No Commitment to Accept Lowest Financial Proposal by value for this RFP – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of the contract. The Bank will not be obliged to meet and have discussions with any Firm, and/ or to listen to any representations unless there is change in the terms and conditions of the contract.

Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

Fixed price

The Financial Proposal shall contain the commercial bid which shall be on a fixed fee basis including professional fee and VAT as applicable.

Right to Alter Scope

The Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the period of the contract prior to the last dates of submission of the bid. Further the Firm agrees that the prices quoted by the Firm would be proportionately adjusted with such additions/ modifications/ deletions in scope.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the proposal submission.

Indemnity

The Firm 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 Bank’s authorized/ bona fide use of the Deliverables and /or the Services provided by the Firm under this RFP; and/or
- an act or omission of the Firm and/or its employees, in performance of the obligations under this RFP; and/or
- claims made by employees who are deployed by the Firm, against the Bank; and/or claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Firm to its employees
- 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 Firm under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trade marks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Firm contained in this RFP; and/or

- Negligence or gross misconduct attributable to the Firm or its employees.

Indemnity would cover damages, loss or liabilities actually 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 Firm which is limited to the contract value /total fee quote.

In the event of bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the BOB, Bank has the right to recover the amounts due to it under this provision from any amount payable to the successful bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP / subsequent agreement.

Governing Laws

The RFP and subsequent contract shall be governed and construed and enforced in accordance with the laws of UAE, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Dubai, UAE shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

Waiver

No failure or delay on the part of the Bank relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

Disclaimer

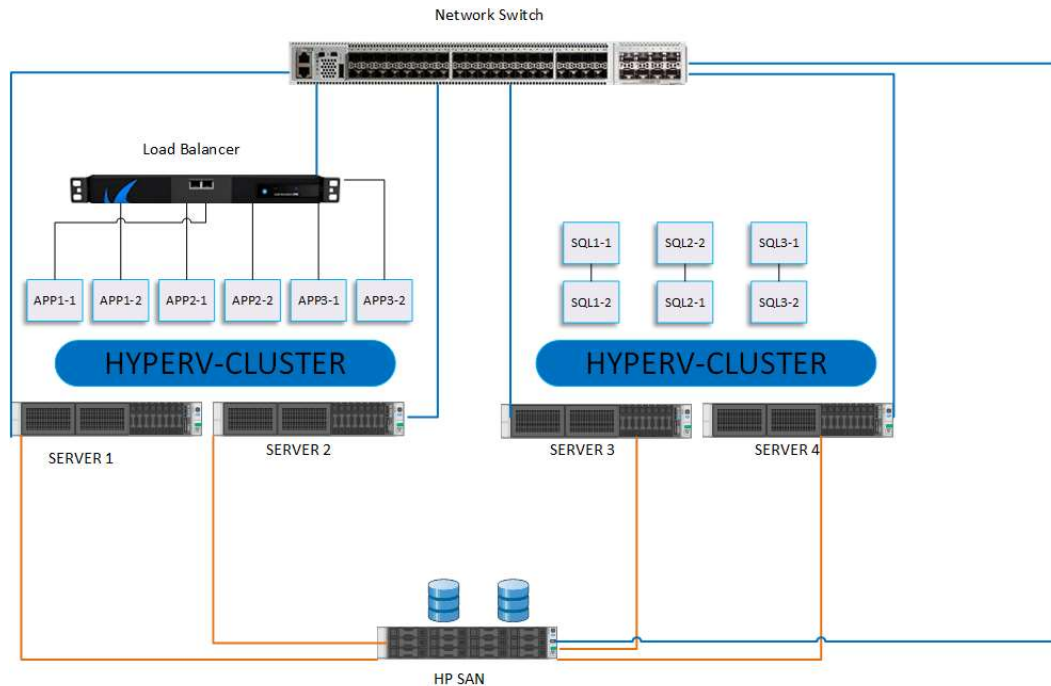
Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incident al thereto) or damage, (Whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express

or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

Annexure: 01- TECHNICAL SPECIFICATION

Architecture:

HIGH LEVEL DIAGRAM BANK OF BARODA



Hardware (Minimum Configuration)

HPE DL380 Gen 10 Server (Xeon Silver)

HPE ProLiant SERVER DL-380-G10-Rack Processor: Intel® Xeon® Silver 4216 Processor (22M Cache, 2.10GHz, 16Core/32Threads) Memory: HPE 128 GB RDIMM Dual Rank 2933MT/s. (24 DIMM Slots) Internal storage: 8SFF SAS/SATA HDD Bays Internal HDD: 2xHPE 480 GB SATA 6G Mixed Use SFF SC SSD (P18432-B21) Storage controller: HPE Smart Array P408i-a/2GB SR Controller (RAID0/1/1+0/5/5+0) Optical Drive: N/A HPE SN1600Q 32Gb Dual Port Fibre Channel Host Bus Adapter Graphic card: Choice of up to 2 double wide GPGPU's, or 3 single wide JV GPU's Network interfaces: HPE Ethernet 1Gb 4-port 366FLR Flexible LOM Adapter Power supply: Dual Power Supply HPE 800W Flex Slot Platinum hot plug power kit Form Factor: 2U Rack (3.44"H x 17.54"W x 27.5"L) -

	14.76KG Warranty:3-yearParts,3-yearLabor,3-yearon-sitesupport
Quantity	2
HPE DL380 Gen 10 Server (Xeon Gold)	<p>HPE ProLiant SERVER DL-380-G10-Rack Processor:Intel® Xeon® Gold 5218 Processor (22M Cache,2.30GHz/3.9 GHz Turbo ,16Core/32Threads, 125W)</p> <p>Memory: HPE 256GB RDIMM Dual Rank 2933MT/s.(24DIMM Slots)</p> <p>Internal storage:8SFF SAS/SATA HDD Bays Internal HDD:2xHPE 480 GB SATA 6G Mixed Use SFF SC SSD(P18432-B21) Storage controller:HPE Smart Array P408i-a/2GB SR</p> <p>Controller(RAID0/1/1+0/5/5+0</p> <p>Optical Drive :N/A HPE SN1600Q</p> <p>32Gb Dual Port Fibre Channel Host Bus Adapter Graphic card: Choice of upto 2 double wide GPGPU's,or 3 single wide JV GPU's Network interfaces: HPE Ethernet 1Gb 4-port 366FLR Flexible LOM Adapter</p> <p>Power supply: Dual Power Supply HPE800W Flex Slot Platinum hot plug power kit Form Factor:2U Rack(3.44"Hx17.54"W x27.5"L)-</p> <p>14.76KG Warranty:3-yearParts,3-yearLabor,3-yearon-sitesupport</p>
Quantity	2

HPE MSA 2062	HPE MSA 2062 16Gb FC SFF Storage including HPE MSA 1.92 TB SAS SSD RI SFF M2 X 24, HPE MSA 16Gb Short Wave Fibre Channel SFP+4-pack Transceiver x 2, HP Premier Flex LC/LC OM4 2f 5mx 8
Quantity	1
Barracuda Appliance 340	Barracuda Appliance 340 Load Balancer with 12-month subscription
Quantity	1

Installation/Professional Services:

Scope of Installation includes the following:

- Unpacking, installing and configuring the servers, SAN and Load balancer in respective racks of Bank of Baroda, Zonal Office, Dubai.
- Installation of OS, Configuration of SQL Cluster (Licenses shall be provided by the bank), Setting up RAID 6.
- Support for application configuration in High Availability mode for respective application vendors.

Exclusions:

- SQL Server and Windows Licenses shall be provided by the bank.
- Network Switches shall be provided by the bank.
- AMC shall be taken separately and not in this scope.

Annexure: 02- TECHNICAL CUM ELIGIBILITY BID

1	Name of Organization	
2	Address with Phone No.	
3	Year of Establishment& Status of Firm (Co. / Firm / Proprietor)	
4	Number of Years of experience (Attach Trade Certificate)	
5	Is office available in Dubai?	
6	Technical Configuration of the HPE Server (Xeon Gold)	
7	Technical Configuration of the HPE Server (Xeon Silver)	
8	Technical Configuration of the HPE MSA SAN	
9	Technical Configuration of the Barracuda Load Balancer.	

Place:

Date:

(Seal and Signature of the bidder)

Annexure: 03- COMMERCIAL BID

1	Name of Organization	
2	Address with Phone No.	
3	Year of Establishment& Status of Firm (Co. / Firm / Proprietor)	
4	Number of Years of experience (Attach Trade Certificate)	
5	Is office available in Dubai?	
6	Price of -2- HPE DL380 Gen 10 Servers (Xeon Silver) as per technical cum eligibility bid.(Exclusive of VAT)	
7	Price of -2- HPE DL380 Gen 10 Servers (Xeon Gold) as per technical cum eligibility bid. (Exclusive of VAT)	
8	Price of -1- HPE MSA SAN as per technical cum eligibility bid.(Exclusive of VAT)	
9	Price of -1- Barracuda Load Balancer as per technical cum eligibility bid (Exclusive of VAT)	
10	Professional Services (Exclusive of VAT)	
11	Total Cost (Exclusive of VAT) in AED	

Place:

Date:

(Seal and Signature of the bidder)

