

**Tender for Procurement of MySQL Enterprise Edition Subscription
(1-4 Socket server) for a period of 3 years**

A. BRIEF PROJECT REQUIREMENT

Bank of Baroda has a requirement for -2- no's of MySQL Enterprise Edition Subscription (1-4 Socket server) for a period of 3 years at our Mumbai and Hyderabad Offices.

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 -2- no's of MySQL Enterprise Edition Subscription (1-4 Socket server) for a period of 3 years at Bank's Mumbai and Hyderabad Offices.

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 tender documents for purchase of MySQL Enterprise Edition Subscription (1-4 Socket server) for a period of 3 years.

The vendors may submit their tenders:

- **Addressed to**
Chief Technology Officer
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 latest by 17th December 2018 by 2:30 PM
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 – 66983232/3256

D. IMPORTANT DATES

Schedule of Tender	
Tender No.	BCC:IT:PROC:110:53
Tender Issuance Date	7 th December 2018
Last Date of Submission of Tender Response (Closing Date)	02:30 PM on 17 th December 2018
Commercial Bid Opening Date	03:00 PM on 17 th December 2018

E. SUBMISSION DETAILS

As part of the submission the vendor should submit the following details in a **Master Envelope superscribed “Tender for Procurement of MySQL Enterprise Edition Subscription (1-4 Socket server) for a period of 3 years”**:

- a) Valid documentary Proof (Oracle Authorisation Letter – MAF) stating that the vendor is Oracle Authorised Reseller or Partner.
- b) Separate Sealed envelope (inside the Master envelope) superscribed as **“Commercial Bid”**. Commercial Bid for MySQL Enterprise Edition Subscription (1-4 Socket server) for a period of 3 years 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.

F. EVALUATION METHODOLOGY

Bank will evaluate the commercials of only those vendors who have submitted valid documentary proof authorizing them as Oracle Authorised Reseller or Partner. 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 empanelled vendors 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:

Product Payment

- 50% of the Product Cost plus 100% of GST on delivery of the Product (License / Subscription Documents in the name of Bank of Baroda).
- 40% of the Product Cost after successful installation of the product (Installation sign off / confirmation by the Bank Official to be provided along with invoice for release of payment).
- Balance amount of 10% will be released after one month on completion of Service Level Support or against a Performance Bank Guarantee of scheduled commercial Bank preferably public sector bank, other than Bank of Baroda, for three years and one month (i.e. one month beyond the support period).

Installation Charges Payment

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

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. DELIVERY AND IMPLEMENTATION TIMELINES

Delivery of required MySQL Enterprise Edition Subscription (1-4 Socket server) for a period of 3 years should be within 2 weeks from the date of purchase order. The license will be deployed at our Mumbai and Hyderabad Offices. The delivery of product should include the complete product CD and all necessary documentation.

K. DOCUMENTATION

Vendor will have to supply all necessary documents in English related to the MySQL Enterprise Edition Subscription (1-4 Socket server) for a period of 3 years along with their bid submission.

L. 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.

M. 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.

N. 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 MySQL Enterprise Edition Subscription (1-4 Socket server) supplied by him.

O. 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.

P. 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.

Q. PUBLICITY

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

R. STANDARDS

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

S. 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.

T. 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.

U. 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.

V. 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:

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 your queries to:

- rfp.it.procurement@bankofbaroda.com
- it.fms.bcc@bankofbaroda.com

Annexure 1 - Commercial Bid: MySQL Enterprise Edition Subscription (1-4 Socket server) for a period of 3 years.

S No	Description	Qty	Unit Price (Rs.)	Total Amount (Rs.)	GST Percentage (%)	GST Amount (Rs.)	HSN /SAC Code
1	MySQL Enterprise Edition Subscription (1-4 Socket server) for a period of 3 years (Qty 1 at Mumbai & Qty 1 at Hyderabad)	2					
2	Installation charges for MySQL Enterprise Edition Subscription (1-4 Socket server)	XX					
3	Other Charges (if any please specify)	XX					
Total Cost of Ownership for MySQL Enterprise Edition Subscription for a period of 3 years excluding GST (Rs.)						XXX	

Note:

- All the commercial value should be quoted in Indian Rupees.
- The Total Amount quoted 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.
- 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.

Place:

Date:

Seal & Signature of Bidder