



**बैंक ऑफ़ बड़ौदा**  
**Bank of Baroda**

**Tender for procurement of Microsoft  
Office 365 Pro Plus and Azure  
Information Protection**

Bank of Baroda  
Baroda Sun Tower  
IT Department  
C-34, G-Block  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051

**8<sup>th</sup> November, 2019**  
**Tender Reference: BCC:IT:PROC:111:48**

**Tender for procurement of Microsoft Office 365 Pro Plus and Azure Information Protection**

**A. BRIEF PROJECT REQUIREMENT**

Bank requires Microsoft Office 365 Pro Plus and Azure Information Protection licenses on subscription basis.

**B. E-PROCUREMENT GUIDELINES**

The vendors are requested to submit their 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.

**C. IMPORTANT DATES**

<b>Schedule of Tender</b>		
<b>A.1</b>	Tender No.	BCC:IT:PROC:111:
<b>A.2</b>	Date & Time of Viewing Tender	4:00 PM on 8 <sup>th</sup> November 2019
<b>A.3</b>	Date of Pre - Bid Meeting	Not Applicable
<b>A.4</b>	Last Date & Time of Submission of Bids	3:00 PM on 20 <sup>th</sup> November 2019
<b>A.5</b>	Date & Time of opening of Part-I Technical Bid	Not Applicable
<b>A.6</b>	Date & Time of opening of Part-II Commercial Bid	3:30 PM on 20 <sup>th</sup> October 2019
<b>A.7</b>	Earnest Money Deposit	Not Applicable
<b>A.8</b>	Address for online submission of bids (technical as well as commercial bids)	Bid must be submitted online on <a href="https://bobtenders.auctiontiger.net/EPROC/">https://bobtenders.auctiontiger.net/EPROC/</a>

<b>A.9</b>	Address for opening of bids	<a href="https://bobtenders.auctiontiger.net/EPROC/">https://bobtenders.auctiontiger.net/EPROC/</a>
<b>A.10</b>	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: +91-9081000427,9904407997

#### **D. BID SUBMISSION DETAILS**

- Valid documentary Proof from Microsoft Corporation (India) Pvt. Ltd. stating that the vendor is certified Large Account Reseller (LAR) of Microsoft products and duly authorized to supply the same.
- Commercial Bid should be strictly as per Annexure 1 - Commercial Bid format.

Bidders are expected to strictly follow the submission guidelines as per above & not to submit any other irrelevant document viz. balance sheet, company/product brochures etc. as part of bid submission other than as mentioned above. In absence of non-submission of documentary proof for authorized partnership Bank may on its own discretion reject the bid.

#### **E. EVALUATION METHODOLOGY**

Bank will evaluate the commercials of only those vendors who have submitted valid documentary proof from Microsoft Corporation (India) Pvt. Ltd. stating that the vendor is certified Large Account Reseller (LAR) of Microsoft products. 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.

Rate quoted should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals.

#### **F. NORMALIZATION OF BIDS**

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same technical ground. 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 technically short-listed vendors to resubmit the technical and commercial bid once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The vendors agree that they have no reservation or objection to the normalization process and all the technically short listed 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.

## G. 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.

## H. PAYMENT TERMS

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 cost of such items and professional fees quoted by the vendor in the price bid against such activity / item.

The method and conditions of payments to be made to the successful vendor shall be:

**Annual Subscription Fee:** 100% of product wise yearly subscription cost plus applicable taxes will be paid yearly in advance after delivery of licenses on Volume Licensing Service Center (VLSC) & implementation (if applicable) of respective products.

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 released by IT Dept. as per above payment terms on submission of relevant documents.

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

## I. DELIEVERY TIMELINE

The Microsoft online products under the scope of the tender must be delivered and implemented (if applicable) as per project scope within one week in totality from the signing of Microsoft Program Signature Form by Bank.

In case delivery deadlines are not met for reasons attributable to vendor then the Vendor will have to pay penalty to Bank of Baroda @ 1% of yearly subscription value of undelivered / unimplemented product inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of total contract value. If delay exceeds two weeks from due date of implementation, Bank of Baroda reserves the right to cancel the entire order.

#### **J. DOCUMENTATION**

Vendor will have to supply all necessary documents in English related to the Microsoft Licenses with their bid submission.

#### **K. 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.

#### **L. ARBITRATION**

In the event of a dispute or difference of any nature whatsoever between BOB 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. BOB and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at BOB's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

#### **M. 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 Microsoft Licenses supplied.

#### **N. CONFIDENTIALITY**

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

#### **O. INFORMATION AND SECRECY**

The Vendor must 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

**P. PUBLICITY**

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

**Q. STANDARDS**

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

**R. 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.

**S. AUDIT**

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB 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 BOB documents by one or more RBI officials or employees or other persons duly authorized by RBI.

**T. 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.

**U. 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:

<b>Contact Person Name</b>	<b>Designation</b>	<b>Contact No.</b>
Mr. Sunny Kaith	Manager (IT Procurement)	022 - 6698 3228
Mr. Anupam Bharti	Manager (IT Procurement)	022 - 6698 1554
Mr. Archana Save	Chief Manager	022 - 6698 1556
E-mail id	rfp.it.procurement@bankofbaroda.com	

**Annexure 1–Commercial Bid**
**Amount in Rs.**

S. No.	Description	Qty	Unit Cost (Year 1)	Total cost (Year 1)	Unit Cost (Year 2)	Total Cost (Year 2)	Total Cost for 2 Years
1	Office 365 Pro Plus	10	0.00	0.00	0.00	0.00	0.00
2	Azure Information Protection (Plan 2)	10	0.00	0.00	0.00	0.00	0.00

**We abide by following terms and conditions**

- If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per tender requirements provided in the tender
- The Service Charges need to include all services and other requirement as mentioned in the tender.
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only.
- Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Vendor is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- 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 above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name