



## Tender for renewal of Trend Micro Antivirus Licenses

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

24<sup>th</sup> June 2020  
Tender Reference: BCC:IT:PROC:112:27

## Tender for renewal of Trend Micro Antivirus Licenses

### A. BRIEF PROJECT REQUIREMENT

Bank of Baroda has a requirement for renewal of 15,000 no's of Trend Micro Antivirus client licenses with Trend Micro Premium Support Program (Gold) for a period of 3 Years. The details are enclosed as per Annexure – 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 renewal of 15,000 no's of Trend Micro Antivirus client licenses with Trend Micro Premium Support Program (Gold) for a period of 3 Years.

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

### C. E-PROCUREMENT GUIDELINES

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

#### Minimum requirement:

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

**D. IMPORTANT DATES**

Schedule of Tender		
A.1	Tender No.	BCC:IT:PROC:112:27
A.2	Date of Viewing Tender	24 <sup>th</sup> June 2020
A.3	Date of Pre - Bid Meeting	Not Applicable
A.4	Last Date & Time of Submission of Bids	02:30 PM on 4 <sup>th</sup> July 2020
A.5	Date & Time of opening of Part-I Pre-Qualification Bid	03:00 PM on 4 <sup>th</sup> July 2020
A.6	Date & Time of opening of Part-II Commercial Bid	To be declared later
A.7	Earnest Money Deposit	Not Applicable
A.8	Address for online submission of bids (Pre-Qualification as well as Commercial bids)	Bid must be submitted online on <a href="https://bobtenders.auctiontiger.net/EPROC/">https://bobtenders.auctiontiger.net/EPROC/</a>
A.9	Address for opening of bids	<a href="https://bobtenders.auctiontiger.net/EPROC/">https://bobtenders.auctiontiger.net/EPROC/</a>
A.10	Contact Details of M/s. e-Procurement Technologies Ltd.(ETL), Ahmedabad	M/s e-Procurement Technologies Limited Ms. Shubhangi Banodiya Email: shubhangi@auctiontiger.net Phone: +91-79-68136826, 9879996111

**E. BID SUBMISSION DETAILS**

a) Pre-Qualification

- **Undertaking Letter from Principal Vendor** – A letter of undertaking from the vendor on the following points:
  - 1) Agreeing to all terms & conditions as detailed in the tender.
  - 2) 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.
- **Undertaking Letter from OEM** – A letter of undertaking from the OEM / OSD on the following points:
  - 1) Letter of authorization (MAF) from the OEM / OSD (Annexure – 1).
  - 2) Valid latest documentary proof (not older than 1 Year) stating that the vendor is authorized partner or reseller of OEM / OSD.
  - 3) 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.

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- b) Commercial Bid - Commercial Bid should be strictly as per commercial bid format as per Annexure - 2. Any commercial bid submitted not in conformity with Annexure – 2 and provided along with the Eligibility bid, then whole bid will be rejected outright.

“Commercial bid needs to be sealed & signed by the bidder’s authorised signatory strictly as per Annexure - 2 and encrypted using e-signer tool (available on our e-procurement website <https://bobtenders.abcprocure.com/EPROC/> for download) before uploading it to the website.”

## F. EVALUATION METHODOLOGY

Bank will evaluate the commercials of only those vendors who have submitted valid documentary proof authorizing them as partner to OEM / OSD. 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 except GST will be paid as per actuals on production of originals.

## 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 bidders 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 bidders agree that they have no reservation or objection to the normalization process and all the bidders 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 bidders, 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 any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

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 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 payments to the successful vendor will be released as follows:

- 90% of the Product Cost plus 100% of applicable taxes on renewal of license / support certificate of Trend Micro Antivirus client licenses with Trend Micro Premium Support Program (Gold) in the name of "Bank of Baroda".
- 10% of the Product Cost after three months of renewal of the product Trend Micro Antivirus client licenses

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.

## J. PERFORMANCE GUARANTEE

The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Purchase Order to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract.

#### **K. DELIEVERY TIMELINE**

Renewal of required Trend Micro Antivirus Licenses should be within 2 weeks from the date of purchase order. The delivery of product should include all necessary documentation.

#### **L. DOCUMENTATION**

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

#### **M. 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.

#### **N. 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.

#### **O. 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 Trend Micro Antivirus Licenses supplied by him.

#### **P. 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 BOB. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by BOB. Further, BOB shall have right to regulate vendor staff.

#### **Q. 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

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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.

## **R. PUBLICITY**

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

## **S. STANDARDS**

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

## **T. 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.

## **U. TERMINATION**

Bank shall have option to terminate / cancel this Tender at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if service provider:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory; or
- Supply of substandard materials/ services ; or
- Delay in delivery / installation / commissioning of services; or
- If deductions of penalty exceeds more than 10% of the total contract price; or

Bank may terminate this Tender or subsequent agreement on happening of following events:

- The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the

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undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;

- The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- Failure of the Bidder make good the situation within the remedy period
- The selected Bidder commits a breach of any of the terms and conditions of the Tender / contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- The vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing.

#### **V. 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.

#### **W. 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. Kalpesh Prajapati	Officer (IT Procurement)	022 6698 3256
Mr. Deepak Mehra	Manager (IT Procurement)	022 6698 3232
Ms. Archana Save	Chief Manager (IT Procurement)	022 6698 1556

E-mail all your queries to [rfp.it.procurement@bankofbaroda.com](mailto:rfp.it.procurement@bankofbaroda.com)

[it.fms.bcc@bankofbaroda.com](mailto:it.fms.bcc@bankofbaroda.com)



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**Annexure 1 - Letter of Undertaking from OEM / OSD**

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

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

**Sub: Tender for procurement of Trend Micro Antivirus Licenses.**

We ..... (Name of the OEM / OSD) who are established and reputable manufacturers of ..... having factories at ....., ..... and ..... do hereby authorize M/s ..... (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of ..... which are manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose. We..... (Name of the OEM / OSD) hereby convey our unconditional acceptance of terms & conditions related to support for our products during 3 Years Comprehensive Support period if..... fails to do so.

The model(s) / product(s) ..... proposed in this Tender is covered under 3 years comprehensive support (3 Years Warranty) from the date of installation of product.

We hereby extend our support, guarantee and warranty during this 3 year period as per terms and conditions of the Tender and the contract for the equipment and services offered for supply against this Tender by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the Tender in respect of such equipment's and services.

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

Yours Faithfully

Authorised Signatory  
(Name:  
Phone No and E-mail)

**Annexure 2 – Commercial Bid - Trend Micro Antivirus Client Licenses**

S. No	Description	Qty	Product Code (SKU)	Unit Cost	Total Amount	HSN /SAC Code	GST Percentage	GST Amount
1	Trend Micro Antivirus Client Licenses (Trend Micro Enterprise Security Suite includes Endpoint Anti-Virus, Web Proxy, Mail Proxy, Scan Mail, TCMCM, Server Protect) (renewal of existing Trend Micro License start date 20 <sup>th</sup> May 2020)	5,000						
2	Trend Micro Antivirus Client Licenses (Trend Micro Enterprise Security Suite includes Endpoint Anti-Virus, Web Proxy, Mail Proxy, Scan Mail, TCMCM, Server Protect) (renewal of existing Trend Micro License start date 20 <sup>th</sup> May 2021)	5,000						
3	Trend Micro Antivirus Client Licenses (Trend Micro Enterprise Security Suite includes Endpoint Anti-Virus, Web Proxy, Mail Proxy, Scan Mail, TCMCM, Server Protect) (renewal of existing Trend Micro License start date 20 <sup>th</sup> May 2022)	5,000						
4	Trend Micro Antivirus Client Licenses (Trend Micro Enterprise Security Suite includes Endpoint Anti-Virus, Web Proxy, Mail Proxy, Scan Mail, TCMCM, Server Protect) (renewal of existing Trend Micro License start date 29 <sup>th</sup> June 2020)	10,000						

5	Trend Micro Antivirus Client Licenses (Trend Micro Enterprise Security Suite includes Endpoint Anti-Virus, Web Proxy, Mail Proxy, Scan Mail, TCMCM, Server Protect) (renewal of existing Trend Micro License start date 29 <sup>th</sup> June 2021)	10,000						
6	Trend Micro Antivirus Client Licenses (Trend Micro Enterprise Security Suite includes Endpoint Anti-Virus, Web Proxy, Mail Proxy, Scan Mail, TCMCM, Server Protect) (renewal of existing Trend Micro License start date 29 <sup>th</sup> June 2022)	10,000						
7	Trend Micro Premium Support Program (Gold) for 15,000 Qty (Year 1)	1						
8	Trend Micro Premium Support Program (Gold) for 15,000 Qty (Year 2)	1						
9	Trend Micro Premium Support Program (Gold) for 15,000 Qty (Year 3)	1						
<b>Total Cost of Ownership of Trend Micro Antivirus Client Licenses &amp; Trend Micro Premium Support Program (Gold) for a period of 3 Years (Rs)</b>								<b>XXX</b>

**We abide by following terms and conditions**

- 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.
- 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. Vendor should make no changes to the quantity.
- 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.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- All Deliverables to be supplied as per requirements provided in the tender.
- The vendor has to make sure all the arithmetical calculations are accurate. Bank

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will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.

- g. All prices to be in Indian Rupee (INR) only.
- h. 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 the commercial bid (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.
- i. 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.
- j. If there is any mismatch between Unit cost per year x Quantity x period and the total price quoted by the vendors, then Bank will consider the highest value among both the values for TCO calculation. However the Purchase Order will be placed on lower value.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name