

**Tender for Renewal of 1400 nos. IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal**

**A. BRIEF PROJECT REQUIREMENT**

Bank requires renewal of 1400 nos. Processor Value Unit (PVU) of IBM WebSphere Application Server, Annual SW subscription & Support. Details of the licenses which require renewal for 12 months are as under as per Annexure -1.

**B. TENDER DELIVERY DETAILS**

The vendors are requested to submit their commercial proposal for above mentioned procurement.

The vendors may submit their tenders:

• **Addressed to**

General Manager (Chief Technology Officer & Head IT Projects & CRM),  
Bank of Baroda, Baroda Sun Tower  
3<sup>rd</sup> Floor, IT Department, C-34, G Block,  
Bandra Kurla Complex, Bandra (East),  
Mumbai – 400051

• **Delivered at**

Mr. Anupam Priya Bharti, Officer (IT)  
Bank of Baroda, Baroda Sun Tower  
7<sup>th</sup> Floor, IT Department, C-34, G Block,  
Bandra Kurla Complex, Bandra (East),  
Mumbai – 400051  
Tel – 022 – 66981554

**C. IMPORTANT DATES**

#	Particulars	Timeline
1	Tender Issuance Date	20 <sup>th</sup> September 2017
2	Last Date of Submission of Tender Response (Closing Date)	03:30 PM on 26 <sup>th</sup> September 2017
3	Commercial Bid Opening Date	04:00 PM on 26 <sup>th</sup> September 2017

**D. SUBMISSION DETAILS**

As part of the submission the vendor should submit the following details in a Master Envelope superscribed as following

**“Tender for renewal of 1400 nos. IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support**

**Tender No. BCC:IT:PROC:109:75**

**Tender Date: 20<sup>th</sup> September 2017”**

- a) Valid documentary Proof stating that the vendor is authorized partner of IBM. (Documentary proof must not be kept in the envelope containing commercial bid)
- b) Separate Sealed envelope (inside the Master envelope) superscribed as “**Commercial Bid**”. The envelope should contain dully filled Commercial proposal (Annexure 1)

**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.**

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

Bank will evaluate the commercials of only those vendors who have submitted valid documentary proof authorizing them as partner to IBM. 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.

#### **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 RFP, 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 RFP, 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 will be eligible for 100% payment after delivery and successful renewal of Annual SW subscription & Support of the IBM licenses on submission of proof of entitlement from IBM. 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.

#### **I. DELIEVERY TIMELINE**

IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support should be renewed within two days of placing purchase order with effective from due date of renewal.

#### **J. DOCUMENTATION**

Vendor will have to supply all necessary documents in English related to the IBM 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 IBM License supplied by him.

**N. 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

**O. 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

**P. PUBLICITY**

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

**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. Anupam P. Bharti	Officer (IT Procurement)	022 - 6698 1554
Mr. Arnab Das	Manager (IT Procurement)	022 - 6698 3237
Mr. Archana Save	Chief Manager	022 - 6698 1556

E-mail all your queries to [anupam.bharti@bankofbaroda.com](mailto:anupam.bharti@bankofbaroda.com)

BCC:IT:PROC:109:75

20th September 2017

**Commercial Bid for Renewal of 1400 nos. IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW  
Subscription & Support**

S. No.	Description	Part No.	Coverage Starts	Coverage Ends	Qty	Unit Price per PVU (Rs.)	Total cost (Rs.)
1	Renewal of IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support	E025QLL	01-Aug-17	30-Jun-18	1400		-
<b>Total Cost of Ownership (TCO) in Rs.</b>							

**Note:**

- a) All the commercial value quoted is in Indian Rupees.
- b) The price of IBM Websphere License is inclusive of all taxes, duties, levies etc. except GST.
- c) Bank will deduct applicable TDS, if any, as per the law of the land.
- d) Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.
- e) The Price of IBM Websphere License unit price should include installation cost as well as post installation cost also, if any, which will be not paid additional.
- f) 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 the Bidder**