



**BOB Financial**  
— Credit reimagined —

**RFP for procurement of IBM App Connect  
Enterprise Processor Value Unit (PVU) License,  
SW Subscription & Support**



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# **RFP for procurement of IBM App Connect Enterprise Processor Value Unit (PVU) License, SW Subscription & Support**

**RFP NO: CO: BFSL / SYS RFP/ 2020-21/ 09**  
Dated: 12 Oct 2020

**BOB FINANCIAL SOLUTIONS LTD.**  
3<sup>RD</sup> Floor, Hallmark Business Plaza,  
Kalanagar, Bandra East,  
Mumbai – 400 051

Email: [rfp@bobfinancial.com](mailto:rfp@bobfinancial.com)



**A. BRIEF PROJECT REQUIREMENT**

BOB Financial Solutions Ltd. (herein after referred to as a "Company" or "BOB Financial Solutions Ltd" or "BFSL".) requires procurement of IBM App Connect Enterprise Processor Value Unit (PVU) License + SW Subscription & Support. Details of the same are enclosed as per Appendix - 2.

**B. BID SUBMISSION GUIDELINES**

The Bids containing the response to eligibility requirements for the solutions and other applications is to be sealed in a separate Envelope superscripted on the top of the cover as **"ELIGIBILITY BID for RFP for procurement of IBM App Connect Enterprise Processor Value Unit (PVU) License, SW Subscription & Support"**

- a) Covering letter certifying compliance to the terms & Conditions of RFP on the Company Letter Head as per Appendix -3
- b) Valid documentary Proof stating that the vendor is authorized partner of IBM strictly as per Appendix - 1.
- c) Kindly fill in all the Appendix below on company letterhead.

The Bids containing the Commercial Bid as per **Appendix-2** is to be sealed in a separate Envelope superscripted on the top of the cover as **"Commercial BID for RFP for procurement of IBM App Connect Enterprise Processor Value Unit (PVU) License, SW Subscription & Support"**

**The Quantity mentioned in Commercial Bid is tentative and may vary as per actuals at the time of placing order.**

***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 Company on its own discretion may reject the bid.***

### C. IMPORTANT DATES

1.	RFP No	<b>CO: BFSL / SYS RFP/ 2020-21/ 09</b>
2.	Brief Description of the RFP	<b>RFP for procurement of IBM App Connect Enterprise Processor Value Unit (PVU) License, SW Subscription &amp; Support</b>
3.	Company's Address for Communication and submission of RFP	The Asst. Vice President, Procurement, BOB Financial Solutions Ltd., 3 <sup>rd</sup> Floor, Hallmark Business Plaza, Near Guru Nanak Hospital, Kalanagar, Bandra East Mumbai – 400 051
4.	Date of issue	12 Oct 2020
5.	Last date & time for submission of Bids	02 Nov 2020 before 15:00hrs IST
6.	Date and time of Opening of Commercial Bid	The commercial bids of only those Bidders who qualify in eligibility will be opened. The date for opening of the commercial bid would be communicated separately to the eligible Bidders.
7.	Contact Person for any clarification	AVP – Procurement <a href="mailto:rfp@bobfinancial.com">rfp@bobfinancial.com</a>

### D. EVALUATION METHODOLOGY

The Company will evaluate the commercials of only those vendors who have submitted valid documentary proof authorizing them as partner to IBM as per Appendix - 1. 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.

### E. NORMALIZATION OF BIDS

The Company 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 Company feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Company may at its discretion ask all the technically



short-listed vendors to resubmit the technical and commercial bid once again for scrutiny. The Company can repeat this normalization process at every stage of technical submission or till the Company 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 Company during this process. The vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

#### **F. 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 Company shall not enter into any correspondence with the vendor in this regard.

The Company reserves the right to accept or reject the RFP in whole or in parts without assigning any reason thereof. The company's decision will be final and the Company will not entertain any correspondence in this regard. Company 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 RFP will not entitle nor confer any right on the vendors for supply/sale to the Company.

Those vendors who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

#### **G. PAYMENT TERMS**

The vendor will be eligible for 100% payment after delivery and successful delivery and installation of IBM App Connect and on submission of proof of entitlement from IBM. The payment will be released as per the payment terms on submission of related documents.

The Company 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, the Company 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 Company 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 Company.

The Vendor must accept the payment terms proposed by the Company. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed

by the Company. Any deviation from the proposed payment terms would not be accepted. The Company 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 Company. If any of the items / activities as mentioned in the price bid is not taken up by the Company during the course of the assignment, the Company will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

#### **H. DELIEVERY TIMELINE**

IBM App Connect Enterprise Processor Value Unit (PVU) License + SW Subscription & Support 12 Months should be delivered within -07- days of placing purchase order with effective from due date of renewal.

#### **I. DOCUMENTATION**

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

#### **J. 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.

#### **K. 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.

#### **L. INDEMNITY**

The vendor will indemnify, protect and save the Company 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.

#### **M. 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 the Company. In case of non-compliance of the confidentiality agreement, the contract is

liable to be cancelled by the Company. Further, Company shall have right to regulate vendor staff

**N. INFORMATION AND SECRECY**

The Vendor must provide a written undertaking to the Company 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 Company 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 Company 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 Company.

**O. PUBLICITY**

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

**P. STANDARDS**

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

**Q. TERMINATION FOR DEFAULT**

The Company, 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 Company terminating the Contract in whole or in part, the Company 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 Company for any excess costs for such similar services.

**R. AUDIT**

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access BFSL 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.

**S. 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 Company or any of its employees / officers / staff / representatives / personnel / agents.

#### **T. AUTHORIZED SIGNATORY**

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Company, with regard to the obligations under the contract. The Vendor shall submit at the time of signing the contract(if any), 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 Company. The Vendor shall furnish proof of signature identification for above purposes as required by the Company.

For any further clarifications E-mail all your queries to [rfp@bobfinancial.com](mailto:rfp@bobfinancial.com)

#### **List of Annexures:**

<b>Annexure 01</b>	<b>Eligibility Criteria</b>
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#### **List of Appendices:**

<b>Appendix 01</b>	<b>Letter of Undertaking from OSD-OEM</b>
<b>Appendix 02</b>	<b>Commercial Bid</b>
<b>Appendix 03</b>	<b>Authorization letter format for bid opening</b>
<b>Appendix 04</b>	<b>Bid undertaking letter</b>
<b>Appendix 05</b>	<b>Conformity letter</b>
<b>Appendix 06</b>	<b>Pre Bid query format</b>
<b>Appendix 07</b>	<b>Integrity Pact</b>

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