

GBM Financial Proposal v5.0

Response to Ahlibank RFP for API Manager / Gateway Implementation

Prepared for:

Prepared by:

Customer Document Reference:

Date:

GBM Reference

Ahlibank

Gulf Business Machines (Oman) Co. LLC

API Manager/Gateway Implementation RFP

12 June 2024

GBM/Ahlibank/API/Fin_OMN-202311-86177_120624v5.0

Revision Control

Date	Ver.	Author	Change Description
21 December 2023	1.0	Hisham Attallah	Financial proposal
18 May 2024	2.0	Hisham Attallah	Revised Proposal to add <ul style="list-style-type: none"> • VM Based Deployment Option • External Gateway
20 May 2024	3.0	Hisham Attallah	<ul style="list-style-type: none"> • Providing higher discount level for IBM Software Licenses. • Adding 5 Years Software Licenses Option
04 June 2024	4.0	Hisham Attallah	Updated Software BoQ After our meeting with Ahlibank / IBM Revised Financial Proposal
12 June 2024	5.0	Hisham Attallah	Applying Special Discount on Software Licenses & Professional Services

Validity Statement

This proposal is valid for 30 days from the date of submission unless otherwise noted.

Contact Information

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Cover Letter

To,

IT Vendor Management, Digital Transformation Office
Ahlibank S.A.O.G
Head Office: Al Nahda Street, Al Watayah,
Governorate of Muscat, Sultanate of Oman
Email: DTO@ahlibank.om

Reference: Your RFP for API Manager/Gateway Implementation

Dear Sir,

At the outset, please accept our thanks to you for giving us an opportunity to submit our financial proposal for the RFP mentioned above.

Any changes to this offer to suit your requirements will be discussed with you and the offer will be suitably modified.

Thank you for your time and interest. We look forward to answering your questions. Please feel free to contact us if you need additional information.

For Gulf Business Machines (Oman) Co. LLC

GBM Senior Client Manager:	Adonis Mhanna
GBM Address:	Gulf Business Machines (Oman) Co. LLC PO Box 1476 Jibroo Postal Code 114 Muscat
Mobile Telephone:	+968 90139011
Email:	adonis@gbmoman.com

1 Financials

1.1 IBM API Management Software (Unlimited API Calls) – Based on VM Ware Platform – One Gateway

1.1.1 1 Year Software Subscription & Support

Unlimited API Calls (1 Year Software Subscription & Support)					
#	Part No.	Description	Qty	Unit Price USD	Total Price USD
1	D20ZBLL	IBM Cloud Pak for Integration Virtual Processor Core License + SW Subscription & Support 12 Months	38	\$30,155.00	\$1,145,890.00
Total					\$1,145,890.00
Discount					\$847,958.60
Total After Discount					\$297,931.40
Special Discount					\$57,294.50
Total After Special Discount					\$240,636.90

5% VAT will be added to the invoice.

1.1.2 3 Years Software Subscription & Support

Unlimited API Calls (3 Years Software Subscription & Support)					
#	Part No.	Description	Qty	Unit Price USD	Total Price USD
1	D20ZBLL	IBM Cloud Pak for Integration Virtual Processor Core License + SW Subscription & Support 12 Months	38	\$30,155.00	\$1,145,890.00
2	E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	38	\$6,031.00	\$229,178.00
3	E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	38	\$6,031.00	\$229,178.00
Total					\$1,604,246.00
Discount					\$1,181,726.66
Total After Discount					\$422,519.34
Special Discount					\$81,253.12
Total After Special Discount					\$341,266.22

5% VAT will be added to the invoice.

1.1.3 5 Years Software Subscription & Support

Unlimited API Calls (5 Years Software Subscription & Support)					
#	Part No.	Description	Qty	Unit Price USD	Total Price USD
1	D20ZBLL	IBM Cloud Pak for Integration Virtual Processor Core License + SW Subscription & Support 12 Months	38	\$30,014.00	\$1,140,532.00
2	E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	38	\$6,003.00	\$228,114.00
3	E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	38	\$6,003.00	\$228,114.00
4	E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	38	\$6,003.00	\$228,114.00
5	E0PPBLL	IBM Cloud Pak for Integration Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months	38	\$6,003.00	\$228,114.00
Total					\$2,052,988.00
Discount					\$1,630,468.66
Total After Discount					\$552,101.24
Special Discount					\$106,172.00
Total After Special Discount					\$445,929.24

5% VAT will be added to the invoice.

1.2 GBM Professional Services

1.2.1 Implementation Services Based On VMware Platform

1.2.1.1 Implementation Services Based On VMware Platform – One Gateway

#	Description	Total USD
Implementation Services		
1	Installation and configuration of Total 3 environments [TEST, PROD and DR] Separate Gateway for Dev	\$180,000
2	Implementation of 10 APIs	
3	Knowledge Transfer to Operations team	
4	2 Months 16*5 post implementation support using Onsite-Offshore hybrid support model.	
Discount		\$5,000
Total After Discount		\$175,000

1.2.2 GBM Support Line

#	Description	Total USD
1	GBM Premium Support Line Sample Services: 24x7 Remote software diagnostics and defect resolution, irrespective of severity. Unlimited number of remote support calls. Assistance with short duration defect and non-defect issues.	\$40,000
Discount		\$4,000
Total After Discount		\$36,000

1.2.3 IBM API Connect Training

IBM API Connect Training*		
#	Description	Total USD
1	IBM API Connect Training – Virtual Customized Training. 5 Days Instructor Lead Training Create/Delete/Edit APIs, API products, API Plans Installation & Configuration of API Connect in Virtual Machine (including Toolkit & License services) Advanced configuration for the management subsystem Advanced configuration for the gateway subsystem (Including Gateway Peering, Quorum configuration) Configuration of developer portal subsystem Operations & Administration - User Management & User roles management API Connect Security - deep dive into securing APIs	\$33,000
Discount		\$3,300
Total After Discount		\$29,700

Grand Total Professional Services + Training + GBM Support Line		\$240,700
Special Discount		\$29,700
Total After Special Discount		\$211,000

1.3 Optional API Development Services

1.3.1 API Development Onsite Services (1 Year)

API Development Onsite Services (1Year)		
#	Description	Total USD
1	IBM API Connect Developer - 1 Year Onsite	\$140,000

5% VAT will be added to the invoice.

1.3.2 API Development Offshore Services (1 Year)

API Development Offshore Services (1 Year)		
#	Description	Total USD
1	IBM API Connect Developer - 1 Year Offshore	\$60,000

5% VAT will be added to the invoice.

1.3.3 API Development Onsite Services (1 Month)

API Development Onsite Services (1 Month)		
#	Description	Total USD
1	IBM API Connect Developer - 1 Month Onsite	\$60,000

5% VAT will be added to the invoice.

1.3.4 API Development Rate Card Based on Complexity

API Development Rate Card Based on Complexity		
#	Description	Total USD
1	Simple Complexity API	\$2,600
2	Medium Complexity API	\$3,300
3	High Complexity API	\$3,900

5% VAT will be added to the invoice.

*Minium Number is 10 APIs

** Complexity Matrix detailed description is provided in the Technical Proposal

2 Payment Terms & Conditions

- 5% VAT will be applied on the above prices.
- Prices are in USD.
- The Project will be delivered based on hybrid Onsite / Offshore Model. The Onsite T&E expenses are included in the Professional Services cost based on the current delivery plan.
- For the additional APIs under The Time & Material the price is based on Offshore Model, any onsite expenses will be added.
- Price is valid till 23 June 2024
- Payment will be 30 days from date of invoicing.

2.1 Payment Terms

2.1.1 Software

100% In Advance upon PO & Delivery of Proof of Entitlement for the 3 options:

1 Year Option \$240,636.90 – Upon PO

3 Years Option \$341,266.22 – Upon PO

5 Years Option \$445,929.24 – Upon PO

Estimated Proof of Entitlement delivery: 3 weeks from PO

2.1.2 Implementation Services

#	Milestone	%
	Project Phase – Setup and configuration of Platform	
1	Upon PO Contract Sign-Off & Project Delivery Plan	25%
2	Upon requirement gathering and design off	25%
3	UAT Sign-off and Deployment on production	35%
4	on warranty support completion and project sign off	15%
Total		100%

2.1.3 GBM Premium Support Line

#	Milestone	%
	GBM Premium Supportline	
1	100% in Advance	100%

2.1.4 Training

#	Milestone	%
	API Connect Training	
1	100% With PO & Project Delivery Plan	100%

2.1.5 Api Development Services

#	Milestone	%
	API Development Services	
1	25% every 3 Months (25% x 4 Quarters)	100%

3 Terms & Conditions

1. GBM will commence the engagement within three weeks from date of receipt of confirmed order.
2. GBM will implement adapt Onsite/Offshore delivery model.
3. GBM Project Lead will coordinate all the necessary communication between GBM and AHLIBANK.
4. All work will be performed during prime shift, Sunday through Thursday, 9.00 AM to 5.00 PM or mutually agreed with the bank.
5. All communication will be done in English language.
6. The scope of work and other clauses mentioned in this proposal constitute the service agreement between both the parties and this supersede any previous or contemporaneous.
7. Force Majeure: GBM shall not be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond GBM's reasonable control including, but not limited to, acts of God, war, riots, embargoes, strikes, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutory Acts, failure of telephone connections/communication lines, power failure, accidents or disruption of operations arising from causes not attributable to any mala fide acts of GBM's, failure or delay in sellers' source of supply, fire or floods, etc.
8. GBM will perform services consistent with definitions contained in statutes, regulations, contract, and reasonable professional judgment. Any industry guides, standards, publications, references, or any other purported standard of care, unless specifically included in this agreement, shall not be construed as applicable to this agreement.
9. Limitation of Liability: Liability for direct or indirect damages from any cause will be limited to the statement of work value.
10. Value Added Tax: Price under this agreement on the signing date is exclusive of any value added tax or whatsoever similar tax.
11. AHLIBANK shall not directly or indirectly engage in solicitation of employees during or after expiry / termination of this agreement for a period of two years.

Software Usage Should be used in accordance to the IBM International Program License Agreement (IPLA) and IBM International Passport Advantage Agreement number ("IPAA").

In the first place, Customer agrees to install and configure the most current version of IBM License Metric Tool (ILMT) in accordance with the ILMT information Centre, within 90 days of Customer's first Eligible Sub-Capacity Product deployment on an Eligible Virtualization Environment, to enable Customer to collect Virtualization Capacity data by Eligible Sub-Capacity.

Produce required ILMT reports on quarterly basis (even if exempted from ILMT, manual records need to be produced on a quarterly basis...)

Archiving the ILMT reports for last two years and make them available to IBM upon request.

Upgrade the latest version of ILMT.

4 Taxation

All prices are all taxes excluded: The above-mentioned costs are exclusive of any applicable taxes, which are additionally payable at the then applicable rates.

If any authority imposes any duty, tax, levy or fee, excluding those based on GBM's net income, upon any transaction or supply of Services under this Agreement, then Customer is responsible for and agrees to pay that amount as specified in an invoice or supply appropriate exemption documentation.

All prices quoted under this proposal are exclusive of any value added tax or similar tax of any nature whatsoever ("VAT"). If any authority introduces VAT in the relevant jurisdiction, as of VAT introduction date, VAT will be charged according to the applicable VAT law in relation to any transaction or supply of Services under this proposal and relevant agreement and shall be borne by the Customer. All invoices containing such VAT shall be deemed valid tax invoices. Any exemption will be subject to the provision of appropriate exemption documentation by the Customer prior to the invoice date.

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5.2 Legal Terms

Confidentiality

Gulf Business Machines (Oman) Co. L.L.C. is referred to as “**GBM Oman**”. GBM Oman is a GBM company and the terms GBM Oman and GBM can be used interchangeably throughout this proposal. This proposal contains the intellectual property of GBM and/or other third parties with whom GBM has business relationships. The information in this proposal is confidential and shall not be disclosed outside the customer organisation and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to GBM as a result of or in connection with the submission of this proposal, the customer shall have the right to duplicate, use or disclose the information to the extent provided in the contract or related Agreement for Exchange of Confidential Information. Acknowledgement of this proposal will represent acceptance of the confidentiality statements herein. This restriction does not limit the right of the customer to use information contained in the proposal if it is obtained from another source without restriction.

Disclaimer

The prices quoted in this proposal are for budgetary and planning purposes and are intended as an estimate for your reference only, unless stated otherwise in the commercial section of this proposal. It assumes that GBM standard terms and conditions apply, and is based on your preliminary requirements. Any modifications to these provisions or additional terms required by you could increase our responsibilities and risks and consequently could impact the proposed price and other terms.

Accordingly, should GBM be awarded the business, we suggest that the parties, enter discussions, in good faith, to allow time for validation of requirements and to agree a suitable agreement based on the GBM standard terms and conditions. GBM reserves the right to negotiate in good faith and mutually agree the applicable agreement or purchase order terms from the premise of mitigating risk and driving better value for price. However, until such agreement or purchase order is negotiated and agreed, or in the event that it is not, our response to you is submitted on the basis that, should we be awarded the business, your request and our response by way of this proposal will not be a binding contract, but that such award and any products and services ordered by you, will be subject to the provisions of the GBM standard terms and conditions, and that such award to us also constitutes your acceptance of the above arrangement. This proposal is not an offer or contract. Neither GBM nor you have any obligations or liability to the other unless our authorised representatives enter into definitive written agreement. Terms included in this proposal are not binding unless they are included in such a written agreement.

Charges and Payment

This proposal is valid for 30 days unless otherwise noted. Prices and charges in this proposal are subject to change without notice. Customer agrees that, unless stated to the contrary, all amounts are due and payable within 30 days of receipt of the invoice. Any dispute must be registered by customer to GBM within 10 working days of receipt of the invoice or the invoice will be deemed to have been accepted.

If any authority imposes any duty, tax, levy or fee, excluding those based on GBM's net income, upon any transaction or supply of products and/or services under this proposal, then customer is responsible for and agrees to pay that amount as specified in an invoice or supply appropriate exemption documentation.

All prices quoted herein are exclusive of value added tax or similar tax of any nature ("VAT"), unless clearly stated to the contrary and shown as a separate item. VAT will be charged according to the applicable VAT law in relation to any transaction or supply of products or services under this Agreement and shall be borne by the customer. All invoices containing such VAT shall be deemed valid tax invoices. Any exemption will be subject to the provision of appropriate exemption documentation by the customer prior to the invoice date.

Penalties and Liquidated Damages

In the event that any delay penalties, service credits or liquidated damages are sought by the customer within any applicable agreement or purchase order, such delay penalties, service credits or liquidated damages in aggregate will be limited to 10% of the applicable fees, or as otherwise finally negotiated and mutually agreed by GBM.

Title and Risk of loss

GBM transfers title to any products delivered to the customer upon payment of all the amounts due. Failure to pay all amounts for products, by the due date, shall give GBM the right, without liability, to repossess such products with or without notice and to avail itself of any legal remedy. For licenced programs provided as a deliverable, GBM will ensure that the customer is granted the required license to use such licensed programs. All licenced programs provided under an agreement or purchase order are made available solely subject to and based on applicable terms and conditions of the license owner. The customer agrees to comply fully with the applicable terms and conditions of the license owner when using any licensed program.

For any products delivered to customer, the risk of loss or damage passes to the customer on delivery to customer's designated location.

Warranties and Disclaimers

This document and all information herein is provided AS IS, without warranty and nothing herein, in whole or in part, shall be deemed to constitute a warranty. Machines supplied by GBM are subject to the manufacturer's Statements of Limited Warranty accompanying the applicable Machine. Program Products (software) provided by GBM are subject to the applicable license terms of the licence owner. The GBM standard warranties are contained in the GBM Services Agreement. Any warranties that GBM provides will be included in a contract to be negotiated by the parties. Nothing contained in this proposal should be construed as a warranty of effective results and the effectiveness of the solution is subject to the proper implementation of the solution as a whole.

Intellectual Property Rights

Nothing in any agreement or purchase order shall act to transfer the ownership of any existing intellectual property rights belonging to either party or to any third party or derivative works thereof. The ownership of any intellectual property rights in newly created works will be specified in the applicable agreement.

Suspension or Termination for Customer Payment Default

Without prejudice to other termination rights GBM may agree under any agreement or purchase order, GBM shall have the right to suspend the performance of services or to terminate an agreement or purchase order if the customer breaches its payment obligations (which shall be deemed a material breach) and does not remedy the breach within the notice time informed by GBM and in no event more than 30 days as of invoice date. Such suspension or termination shall be without prejudice to any other rights or remedies GBM may be entitled to hereunder or at law and shall not affect any accrued rights

or liabilities of GBM, nor the coming into or continuance in force of any provision hereof which are expressly or by implication intended to come into or continue in force on or after such termination, including GBM's right to receive payment for all products supplied or services completed through the date of suspension or termination.

Liabilities

To the maximum extent permitted under applicable law, GBM is liable for no more than the amount of any other actual direct damages or loss, up to the actual payments the customer has made for the service or products that are the subject of the claim. GBM shall not be liable for any loss of records or data or third party claims against the customer (other than those for bodily injury including death and damage to real tangible property). Neither party shall be liable to the other in agreement, tort or otherwise howsoever, and whatever the cause thereof for any special, incidental, consequential or indirect damages, or for any economic loss (including loss of profits, business, revenue, data, contracts, goodwill, or anticipated savings), even if the party is informed of the possibility.

Force Majeure

GBM will not be in default nor liable for any delay or failure to perform due to any act beyond the control of GBM. This includes Acts of God, War (declared and undeclared), riots, civil commotions, revolutions, hostilities, strikes, epidemics, pandemics, accidents, fire, floods, earthquakes, explosions, blockades, nuclear hazards, extreme weather conditions and any other cause similar to the kind herein mentioned or of equivalent force occurring which is beyond the control of GBM and unavoidable. If a delay or failure to perform its obligations is caused or anticipated due to force majeure, the performance of GBM obligations will be suspended. In the event that force majeure prevents GBM from performing or continuing to perform its obligations for a period of more than two (2) months, GBM may immediately terminate without liability or charge any agreement or purchase order on providing notice in writing to the customer. GBM shall take all actions which are reasonable under the circumstances to overcome any such cause of prevention or delay and to proceed with the performance of its obligations hereunder. Where our relationship will be terminated as result of these terms by accepting this proposal and irrespective of any terms to the contrary you agree to pay for any products ordered and/or services delivered up to the date of termination. Unless otherwise agreed in writing by GBM in an agreement, where GBM's ability to perform is impacted due to reasons outside his control GBM reserves all rights to renegotiate contractual terms applicable to its scope.

Export Regulations

Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to certain countries, or for certain end uses or end users. GBM is subject to the rules and regulations of the U.S. Treasury and Commerce Departments. Consequently, nothing in any agreement or purchase order resulting from or in connection to this proposal will be construed as an obligation for GBM to take any action, or to refrain from taking any action, that is inconsistent with or penalized under these rules and regulations.