

TENDER DOCUMENT
FOR
ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT RENEWAL
FOR IBM DOMINO LICENSES

Credit Guarantee Fund Trust for Micro and Small Enterprises
[Setup by Govt. of India and SIDBI]
7th Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
Website: www.cgtmse.in

Tender No. 2014-15/IT/1

The information provided by the bidders in response to this Tender Document will become the property of CGTMSE and will not be returned. CGTMSE reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by CGTMSE for purchase of Computer software. It should not be reused or copied or used either partially or fully in any form.

RfP – Annual software subscription and support renewal for IBM Domino Licenses

1. Credit Guarantee Fund Trust for Micro and Small Enterprises (hereinafter referred to as Trust) is a trust formed by Govt. of India and SIDBI for providing guarantee to the credit facilities extended by banks and financial institutions to Micro and Small Enterprises.
2. Proposals are invited exclusively from IBM certified resellers / distributors / Enterprise partners for purchase of IBM Domino Enterprise Server with support for 1 year and renewal of annual software subscription and support for IBM Domino Enterprise Server Licenses for a duration as mentioned in Commercial Bid Format.
3. Proposals along with the following documents must be submitted in a **non-window sealed envelope** superscribing “**RfP – Renewal of Support for IBM Licenses**”:
 - a. Forwarding letter as per format given in Annexure – IV
 - b. Authorisation letter from IBM indicating that the vendor is an authorized partner/business associate of IBM for supply of IBM Notes and to provide Maintenance Services.
 - c. Commercial Bid in a separate non-window sealed envelope superscribing “**RfP – Renewal of Support for IBM Licenses – Commercial Bid**”.
4. Proposals completed in all respects should be submitted at the address mentioned in Annexure – I, item no. 9 latest by 12th May, 2014 by 15:00 Hrs.
5. The Bid information, general terms and conditions and commercial bid format are given in the following annexures:
 - a. Annexure I – Bid Information
 - b. Annexure II – General Terms and Conditions
 - c. Annexure III – Format for Commercial Bid
 - d. Annexure IV – Format for forwarding letter
 - e. Annexure V – Proforma of Indemnity

The proposals received after due date and time will not be accepted. Clarifications, if any, may be sought in writing latest by 06th May, 2014 by 15:00 Hrs.

Annexure - I

Bidding Information Sheet

S. N.	Bid Reference	2014-15/IT/1 dated 28 th April, 2014			
1	Purpose	Annual software subscription and support renewal for IBM Licenses			
2	No. Of Envelopes (Non window, sealed) to be submitted	01 (One) , containing: 1. Forwarding letter 2. Authorization letter from IBM 3. Non window sealed envelope containing Commercial Bid			
3	Last Date of Submission of Bids	12 th May, 2014; 1500 hours			
4	Venue, Date and time of opening of Technical Bids.	At 16:00 hours, on 12 th May, 2014, at the address given at Sr. no. 9			
5	Last Date for seeking clarifications, if any	06 th May, 2014, 15:00 Hrs			
6	Bid Validity	One Month from the last date of submission of bids i.e. 12 th June, 2014			
7	Address for submission of Bids	The General Manager, CGTMSE, 7 th Floor, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East) <u>Mumbai - 400 051</u>			
8	Date and time of opening of commercial bids.	Will be intimated in due course to technically short listed vendors only			
9	Contact details				
	Name	Designation	Phone	Fax	E-mail
	Shri A V Syam Sundar	M(Sys)	61437802	022-26541821	avshyam@cgtmse.in
	Shri S N Sadhwani	DGM	61437807		snsadhwani@cgtmse.in
	Shri S S Bakshee	GM	61437818		ssbakshee@cgtmse.in

General Terms and Conditions

- 1. Cost Details & Validity:** The quoted Rate / Cost should be inclusive of all levies/ taxes like Service tax, Educational cess, Sales Tax, Transportation, Customs, Excise, traveling charges etc, if any. However, CGTMSE would reimburse Octroi / entry tax, if any, to the vendor on actuals on production of original Octroi receipts in CGTMSE's name. The proposal submitted against this RfP should remain valid till at least till three months from the last date of submission of RfP.

- 2. Payment Terms:**

100% on delivery and at CGTMSE, Mumbai and submission of proof of issue of licenses.

All payments will be made from CGTMSE, Mumbai. Octroi, if any, will be paid on the actual basis subject to production of original receipt. Vendor will be required to furnish the documentary proof of Octroi paid, while claiming the payment. Vendor shall pass on the benefits to CGTMSE arising out of the price reduction at the time of delivery.

- 3.** CGTMSE reserves the right to accept or reject any quotation in full or part, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected vendors on the grounds of the purchaser's inaction.

- 4. Bid Submission:** Vendors should submit the bids strictly in accordance with the information given in the Annexure - I (Bid Information).

- 5. Responsive bids:** Bids conforming to the following essential requirements shall be considered as responsive:
 - i. Bids submitted at the prescribed address on or before the stipulated date and time.
 - ii. Bids accompanied with following documents:
 - 1) Forwarding letter
 - 2) Authorisation letter from IBM.
 - 3) DD/BG towards the EMD.
 - 4) Commercial bid in the prescribed format, in a separate non-window sealed envelope.

- 6. Opening of Bids:** Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the bid information sheet. As

the bids shall be opened in the presence of bidders, bidder or his representative may ensure to be present at the venue on stipulated date and time.

- 7. Opening of Commercial bids:** Commercial bids shall be opened only for the vendors whose bids shall be found to be substantially responsive. Venue, date and time of opening of the commercial bids shall be intimated, in due course, only to the bidders whose technical bids are found responsive.

8. Delivery Schedule:

Software package, shall be delivered at CGTMSE-Mumbai at the address given below, within **Four weeks** from the date of the order.

- 9. Delivery Location:** Delivery of software licenses and the media CDs/DVDs are to be made at our Mumbai office address given below:

General Manager

CGTMSE

7th Floor, MSME Development Center, C-11, 'G' Block,

Bandra Kurla Complex, Bandra (E),

Mumbai - 400 051

- 10. Penalty for Default in Services:** If the vendor fails to deliver the items within stipulated time, CGTMSE will impose a penalty of 1% of the order value for the late delivered items for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items. In case the delay exceeds five weeks, CGTMSE reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited.

- 11. Indemnity:** The vendor will indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to vendor's violation of any patents and copy rights.

- 12. Force Majeure:** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of nonperformance and when removed the party shall continue performance with utmost dispatch.

13. Arbitration: In the event of a dispute or difference or difference of any nature whatsoever between the vendor and CGTMSE during the course of the assignment arising as a result of this order, the same will be referred for arbitration to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise two arbitrators and an umpire. Vendor and CGTMSE will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at a place mutually decided by Vendor and CGTMSE.

14. Contact Information: For any clarifications vendor may contact

A V Syam Sundar,
Manager (Systems),
CGTMSE,
7th Floor, MSME Development Centre,
C-11, G Block, BKC,
Mumbai – 400051
avshyam@cgtmse.in

Annexure –III

Purchase of IBM Licenses – Commercial Bid

S.N.	Description	Part No	Qty	Support Start Date	Support end date	Unit base price	Total base price	Taxes	Total Cost including all Taxes (Rs.)
1	IBM DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	E020KLL	200 (PVUs)	01/06/14	31/05/15				
2	IBM DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	E020KLL	80 (PVUs)	01/07/14	30/06/15				
3	IBM DOMINO ENTERPRISE CLIENT ACCESS LICENSES ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E07UMLL	50	01/06/14	31/05/15				
	Total Cost								

For M/s.....

Signature with seal, name, designation and date.

Note : IBM Customer Number – 751055

Pls attach IBM Authorisation Certificate/Form in order to be eligible for participation in the above bidding.

- *Costs should include Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, insurance charges etc. Octroi, if any, will be payable extra on the actuals after submission of invoice and proof of payment. Octroi receipt should be in the name of CGTMSE.*
- *No terms and conditions should be stipulated in the Commercial*
- *Bids received after due date will be rejected*
- *L1 vendor will be arrived considering total cost.*

Forwarding Letter
(To be submitted on company's letter head)

To:

The General Manager
CGTMSE,
7th Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051

Dear Sir,

Sub: Tender No _____ Dated _____

This is in reference to your above mentioned tender for IBM Lotus Domino enterprise server licenses and annual software subscription and support renewal. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents as mentioned under Sr. No. __ of Annexure II.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that CGTMSE reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:...../...../2014

Authorised Signatory.

Name:

Designation:

Annexure - V

Proforma of Indemnity

This is to certify that M/s _____ Who have supplied _____ IBM Lotus Domino enterprise server licenses and annual software subscription and support renewal to CGTMSE, Mumbai, vide order no _____ dated _____ 2014 have all required rights for the supply of the software. The software supplied by us is legal/ licensed copies.

Further, M/s _____ is willing to indemnify CGTMSE against any claims due to violation of any patents and copyrights for the software sold under licensing agreement from us. The above indemnity is limited to the software supplied by M/s _____ only.

For M/s _____
Signature with seal, name, designation and date
