

**TENDER DOCUMENT**  
FOR  
PROCUREMENT OF  
TOAD DBA SUITE AND TOAD DEVELOPMENT SUITE  
LICENSES

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

Tender No. 2010-11/IT/3

---

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 – Procurement of Toad DBA Suite and Toad Development Suite 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. The Trust is operating from its Mumbai Office.
2. In order to meet the IT requirements, the Trust invites sealed bids from authorized Quest Software Partners/ Business Associates for Supply of 2 Nos. of Toad DBA Suite for Oracle and 3 Nos. of Toad Development Suite for Oracle Licenses in prescribed format.
3. Proposals along with the following documents must be submitted in a **non-window sealed envelope** superscribing “**RfP – Procurement of Toad Licenses – 2011-12**”:
  - a. Forwarding letter as per format given in Annexure – IV
  - b. Authorisation letter from Quest Software indicating that the vendor is an authorized partner/business associate of Quest Software for supply of Toad DBA Suite for Oracle & Toad Development Suite for Oracle Licenses. The authorization letter should be valid atleast till three months from the last date of submission of RfP.
  - c. A Demand Draft for Rs. 17400 (Rupees Seventeen Thousand Four Hundred Only) drawn in favour of CGTMSE and payable at Mumbai, towards Earnest Money Deposit (EMD).
  - d. Commercial Bid in a separate non-window sealed envelope superscribing “**RfP – Procurement of Toad Licenses – 2011-12**”.
4. Proposals completed in all respects should be submitted at the following address latest by 16<sup>th</sup> March, 2012 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 – Format for performance Guarantee
  - f. Annexure VI – 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 9<sup>th</sup> March, 2012 by 15:00 Hrs.

**Bidding Information Sheet**

<b>S. N.</b>	<b>Bid Reference</b>	2011-12/IT/3 dated 24 <sup>th</sup> February, 2012			
1	Purpose	Procurement of 2 Nos. of Toad DBA Suite for Oracle and 3 Nos. of Toad Development Suite for Oracle.			
2	EMD	₹ 17400/- (To be submitted as Demand Draft in favour of CGTMSE, payable at Mumbai)			
3	No. Of Envelopes ( <b>Non window, sealed</b> ) to be submitted	<b>01 (One)</b> , containing: 1. Forwarding letter 2. Authorization letter from Quest Software 3. DD towards EMD 4. Non window sealed envelope containing Commercial Bid			
4	Last Date of Submission of Bids	16 <sup>th</sup> March, 2012; 1500 hours			
5	Venue, Date and time of opening of Technical Bids.	At 1600 hours, on 16 <sup>th</sup> March, 2012, at the address given at Sr. no. 9			
6	Last Date for seeking clarifications, if any	9 <sup>th</sup> March, 2012, 15:00 Hrs			
7	Date and time of Pre-bid meeting	14:00 Hrs on 9 <sup>th</sup> March, 2012, at the address given at Sr. no. 9.			
8	Bid Validity	Three Months from the date of submission of bids i.e. 16 <sup>th</sup> June, 2012			
9	Address for submission of Bids	The Chief Executive Officer, CGTMSE, 7 <sup>th</sup> Floor, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East) <b>Mumbai - 400 051</b>			
10	Date and time of opening of commercial bids.	Will be intimated in due course to technically short listed vendors only			
11	Contact details				
	<b>Name</b>	<b>Designation</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
	Shri A V Syam Sundar	M(Sys)	61437804	022-26541821	<a href="mailto:avshyam@cgtmse.in">avshyam@cgtmse.in</a>
	Shri Rahul Rohatgi	GM	61437803		<a href="mailto:rrohathgi@cgtmse.in">rrohathgi@cgtmse.in</a>
	Shri U R Tata	CEO	61437801		<a href="mailto:urtata@cgtmse.in">urtata@cgtmse.in</a>

\*\*\*\*\*

## **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% payment after delivery of Toad DBA Suite for Oracle and Toad Developer Suite for Oracle licenses.
  
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) Authorising letter from Quest Software.
    - 3) DD towards the EMD.
    - 4) Commercial bids 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 may ensure that the bidder or his representative 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 bids are found responsive.

8. **Delivery Schedule:** The contracted vendor shall ensure to deliver the software licenses along with the software media CDs/DVDs within four weeks from the date of award of contract.
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

7<sup>th</sup> 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. **Earnest Money Deposit (EMD):** Vendors are required to submit EMD as mentioned in the Bid Information Sheet. EMD for the unsuccessful bidders shall be returned upon
  - a. end of the bid validity period

**OR**

  - b. receipt of the signed contract from the successful bidder,

**whichever is earlier.**

However, the EMD for the successful bidder shall be returned at the time of release of 100% payment. **The EMD will be forfeited if any bidder dishonors its bidding commitments.**

12. **Media Warranty:** The vendor will warrant the CD/DVD Media / software against defects arising out of faulty design, materials and media workmanship etc. for a period of 90 days from the date of delivery. Defective CD/DVD Media / software shall be replaced by the vendor at his own cost, including the cost of transportation.
13. **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.
14. **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.

15. **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.

16. **Contact Information:** For any clarifications vendor may contact

Shri R Rohatgi,  
General Manager,  
CGTMSE,  
7<sup>th</sup> Floor, MSME Development Centre,  
C-11, G Block, BKC,  
Mumbai - 400051

\*\*\*\*\*

**Annexure –III**

**Commercial Bid**  
**RfP – Procurement of Toad DBA Suite for Oracle and Toad Developer Suite for Oracle**

Amount in Rupees

S.N.	Oracle Database	Quantity [A]	Unit Price [B]	Total Cost [C=AXB]
1.	Toad DBA Suite for Oracle	2		
2.	Toad Developer Suite for Oracle	3		
			<b>Total Cost [i]</b>	

**Note: Bidders are requested to note the following:**

- Grand total cost should be inclusive of all taxes, and will be used to arrive at L1 vendor.
- TDS will be deducted as per rules applicable.
- CGTMSE would reimburse Octroi/entry tax, if any, to the vendor on actuals on production of original Octroi receipts in CGTMSE's name.
- Vendors should be authorized partner/ business associate of Quest software sale of products specified above. A copy of authorization letter from Quest Software should be enclosed with the proposal.
- In case of any deviation in general terms and conditions, bids would be liable for rejection.

Date  
Place

Signature of Authorised Signatory ...  
Name of the Authorised Signatory ...  
Designation ...  
Name of the Organisation ...  
Seal ...

**Forwarding Letter**

(To be submitted on company's letter head)

To:

The Chief Executive Officer  
CGTMSE,  
7<sup>th</sup> 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 Procurement of Toad DBA Suite for Oracle and Toad Developer Suite for Oracle Licenses. 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:...../...../2012

Authorised Signatory.

Name:

Designation:

\*\*\*\*\*

**Performance Guarantee Format**

(Sample Format)

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) established by Government of India and SIDBI having registered office at 7<sup>th</sup> Floor, SME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai – 400 051 (hereinafter called the Trust) having agreed to accept from M/s. 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ made between the vendor and the Corporation for providing services for CGTMSE's 'Project Details' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by the Corporation during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the Corporation shall be final and conclusive.

2.

2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the Corporation such sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Project Details' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the Corporation to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.

3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto \_\_\_\_\_, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty

period and till all the defects notified by the Corporation to the vendor during the warranty period have been made good to the satisfaction of Corporation & the Corporation or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. \_\_\_\_\_, whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.

5. The liability under this guarantee is restricted to Rupees \_\_\_\_\_/- only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from \_\_\_\_\_, i.e. on or before \_\_\_\_\_, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.

6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.

7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before \_\_\_\_\_. Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This

guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled

or at its expiry, which ever is earlier. We, Bank (Bank Name and Details) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

In witness where of we ..... have set and subscribed our hand and seal this .....day of .....2010.

SIGNED, SEALED AND DELIVERED.

BY

AT

**Proforma of Indemnity**

This is to certify that M/s \_\_\_\_\_ Who have supplied \_\_\_\_\_ Toad DBA Suite for Oracle and Toad Developer Suite for Oracle licenses to CGTMSE, Mumbai, vide order no \_\_\_\_\_ dated \_\_\_\_\_ 2012 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

\*\*\*\*\*