

Ref No. 2010-11/IT/5

04nd March, 2011

<Vendor name>
<Vendor Address 1>
<Vendor Address 2>
<Vendor Address 3>

Dear Sir,

Purchase of IBM Lotus Domino & Lotus Client Licenses

Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE) is planning to purchase Licenses for IBM Lotus Domino Enterprise Server and IBM Lotus Domino Enterprise Client Access Licenses. In this connection you are requested to submit your commercial bid as per following annexures.

- Annexure I :Special Terms and Conditions
- Annexure II :General Terms and Conditions
- Annexure III :Format of the Quotation

The offer must reach CGTMSE on or before 11:30 Hrs of 18th March, 2011 addressed to :-

Chief Executive Officer,
Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE),
MSME Development Centre,
C-11, G Block,
Bandra Kurla Complex,
Mumbai – 400051

Yours faithfully,

-sd-

Encl : As above.

Asst. General Manager

Annexure -I**Special Terms and Conditions**

Proposals are invited exclusively from IBM certified resellers / distributors / Enterprise partners for purchase of IBM Lotus Domino Enterprise Server and IBM Lotus Domino Enterprise Client Access Licenses with support for 1 year. Please submit your offers in a **sealed non-window envelope** clearly indicating "**Commercial Bid for Purchase of IBM Lotus Licenses**" with following details as per format given in **Annexure III**. Bid should include authorisation letter from IBM indicating that the vendor is an authorized partner / business associate of IBM for supply of IBM Lotus licenses and to provide maintenance support.

- ❖ Prices should be inclusive of all taxes.
- ❖ Prices should be valid for 60 days from the date of submission of BID.

CGTMSE reserve 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 supplier/s on the grounds of the purchasers inaction. CGTMSE also reserves the right to re-issue the Tender.

1. Pricing :

The prices should be inclusive of all taxes , central excise duty, standard packing, freight, transit insurance, loading and unloading charges. CGTMSE will not provide Form C or Form D. Also, if required, the vendor will have to arrange road permit form 31/32 on behalf of CGTMSE.

2. Terms of Payment:

- Product :100% on delivery, successful installation and satisfactory configuration at CGTMSE, Mumbai.

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. Terms of Delivery :

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

S.N.	Office	Addresses
1	Mumbai	Chief Executive Officer, Credit Guarantee Fund Trust for Micro and Small Enterprises, 7 th Floor, MSME Development Centre, Plot No. C-11, G Block Bandra - Kurla Complex, Bandra(E) Mumbai - 400 051

4. Penalty for default in delivery :

If the vendor fails to deliver the items within stipulated period from the date of purchase order, CGTMSE will impose a penalty of 1% of the total order value for the late delivered item for each week's delay or part thereof, subject to maximum of 10% of value of the late delivered items. In case the total delay exceeds 08 weeks, CGTMSE reserves the right to cancel the order.

5. Updates and Upgrades:

Vendor will provide all the Updates and new releases for future Upgrades, free of cost for a period of one year from the date of the delivery/successful installation. Also ,CGTMSE should be allowed to download updates from Website as and when required. Further, Toll-free Telephonic support and E-mail support etc. should be provided. These phone numbers and e-mail ids should be communicated to CGTMSE.

6. On Site visit and Support

As part of the purchase of IBM Lotus licenses, vendor will provide on-site assistance in implementing major updates/ releases and resolve any technical issues / problems in implementation and deployment of the software.

7. Indemnity :

The vendor will indemnify CGTMSE against any claims due to vendor's violation of any patents and copy rights, in such a form as prescribed by CGTMSE. A copy of the form is given below :

Proforma of Indemnity

This is to certify that M/s..... who have supplied software to CGTMSE, Mumbai, vide order No..... dated 2011 have all required rights for the supply of the software. The software supplied by us are legal/licenced copies.

Further, M/s..... is willing to indemnify CGTMSE against any claims due to the 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.

Annexure - II**General Terms and Conditions**

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable)

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 1.1. "Trust" means Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE);
- 1.2. "The Contract" means the agreement entered into between the Trust, represented by its Office and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 1.4. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Trust under the Contract;
- 1.5. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 1.6. "TCC" means the Terms and Conditions of Contract contained in this section;
- 1.7. "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- 1.8. "The Project Site" means various Offices/Branches/Administrative offices of the Trust.

2. Use of Contract Documents and Information

- 2.1. The Supplier shall not, without the Trust's prior written consent, disclose the Contract, or furnish any provision thereof, or any specification, plan, drawing, pattern, sample or information, website contents, applications furnished by or on behalf of the Trust in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.2. The Supplier will treat as confidential all data and information about the Trust, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Trust.

3. Subcontracts

- 3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract, except with the Trust's prior written consent.
- 3.2. The Supplier shall notify and obtain concurrence from the Trust in writing of all subcontracts/ Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 3.3. Subcontracts / Franchisees must comply with the provisions of TCC.

4. Governing language

- 4.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 4.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

5. Commercial Terms

- 5.1. All Payments will be made to the bidder in Indian rupee only.
- 5.2. The Bidder must accept the payment terms proposed by the Trust. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Trust. Any deviation from the proposed payment terms would not be accepted. The Trust shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Trust.
- 5.3. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

6. Applicable laws

- 6.1. The Contract shall be interpreted in accordance with the laws prevalent in India.
- 6.2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Trust about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Trust and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

- 6.3.** Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Trust and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Trust will give notice of any such claim or demand of liability within reasonable time to the bidder.

7. Patent Rights

- 7.1.** In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Trust is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. Trust will give notice to the Supplier of such claim, if it is made, without delay.

8. Pre bid queries

Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc) and submitted latest by 12 Noon of 11th March, 2011.

The text of the questions raised (without identifying the source of enquiry) and the response given by the Trust, together with amendment to the bidding document, if any, will be intimated latest by 14th March, 2011. No individual clarifications will be sent to the bidders. It is responsibility of bidder to check the clarifications before final submission of bids.

9. Force majeure

- 9.1.** 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 herebefore 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 non-performance and when removed the party shall continue performance with utmost dispatch.
- 9.2.** If a Force Majeure situation arises, the Bidder shall promptly notify the Trust in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Trust in writing, the Bidder shall continue to perform its

obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. Termination

10.1. The Trust may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Trust.

10.2. The Trust reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- ✓ Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- ✓ Delay in offering services
- ✓ Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;

In addition to the cancellation of purchase contract, the Trust reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

11. Resolution of Disputes

It will be the Trust's endeavour to resolve amicably any disputes or differences that may arise between the Trust and the Bidder from misconstruing the meaning and operation of the RfP and the breach that may result.

In case of Dispute or difference arising between the Trust and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Trust and the Supplier OR, in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Trust or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Annexure III

Purchase of IBM Lotus Licenses – Commercial Bid

S.N.	Description	Part No	Quantity	Unit base price	Total base price	Taxes	Total Cost including all Taxes (Rs.)
1	IBM LOTUS DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	D55JDLL	200 (PVUs) for 2 servers				
2	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	D0B7HLL	50				
3	DOMINO SERVER INSTALLATION AND CONFIGURATION PER SERVER						
4	DOMINO CLIENT INSTALLATION AND CONFIGURATION PER CLIENT						
	Total Cost						

For M/s.....

Signature with seal, name, designation and date.

Note : *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. However, CGTMSE reserves the right to place order for installation and configuration on required number of server and client machines.*