

TENDER DOCUMENT
FOR
ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT RENEWAL
FOR IBM LOTUS 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. 2013-14/IT/2

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 Lotus 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 Lotus Domino Enterprise Server with support for 1 year and renewal of annual software subscription and support for IBM Lotus Domino Enterprise Server Licenses for 1 year.
3. Proposals along with the following documents must be submitted in a **non-window sealed envelope** superscribing “**RfP – Renewal of Support for IBM Lotus 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 Lotus Notes and to provide Maintenance Services.
 - c. A Demand Draft/Bank Guarantee as per Annexure - VI for Rs. 6,200/- (Rupees Six Thousand One 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 – Renewal of Support for IBM Lotus Licenses – Commercial Bid**”.
4. Proposals completed in all respects should be submitted at the address mentioned in Annexure – I, item no. 9 latest by 20th June, 2013 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
 - f. Annexure VI – EMD/Performance security form

The proposals received after due date and time will not be accepted. Clarifications, if any, may be sought in writing latest by 13th June, 2013 by 15:00 Hrs.

Annexure - I

Bidding Information Sheet

S. N.	Bid Reference	2013-14/IT/2 dated 13 th June, 2013			
1	Purpose	Annual software subscription and support renewal for IBM Lotus Licenses			
2	EMD	₹ 6,200/- (To be submitted as Demand Draft/ Bank Guarantee in favour of CGTMSE, payable at Mumbai)			
3	No. Of Envelopes (Non window, sealed) to be submitted	01 (One) , containing: 1. Forwarding letter 2. Authorization letter from IBM 3. DD/BG towards EMD 4. Non window sealed envelope containing Commercial Bid			
4	Last Date of Submission of Bids	24 th June, 2013; 1500 hours			
5	Venue, Date and time of opening of Technical Bids.	At 16:00 hours, on 24 th June, 2013, at the address given at Sr. no. 9			
6	Last Date for seeking clarifications, if any	19 th June, 2013, 15:00 Hrs			
7	Date and time of Pre-bid meeting	12:00 Hrs on 20 th June, 2013, at the address given at Sr. no. 9.			
8	Bid Validity	Three Months from the last date of submission of bids i.e. 24 th September, 2013			
9	Address for submission of Bids	The Chief Executive Officer, CGTMSE, 7 th Floor, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East) Mumbai - 400 051			
10	Date and time of opening of commercial bids.	Will be intimated in due course to technically short listed vendors only			
11	Contact details				
	Name	Designation	Phone	Fax	E-mail
	Shri A V Syam Sundar	M(Sys)	61437802		avshyam@cgtmse.in
	Shri S S Bakshee	GM	61437803	022-26541821	ssbakshi@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:

Proof of entitlement, 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:

The 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. 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

- Issue of Letter of Intent /Purchase Order to the successful bidder.
- or
- The end of the bid validity period, including extended period (if any),
- or
- Receipt of the signed contract and performance security 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. 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.

13. 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.

14. 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.

15. Contact Information: For any clarifications vendor may contact

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

Purchase of IBM Lotus Licenses – Commercial Bid

S.N.	Description	Part No	Quantity	Unit base price	Total base price Including Taxes	Total Cost including all Taxes (Rs.)
1	IBM LOTUS DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS (support start date 01 st June, 2013)	E020KLL	200 (PVUs)			
2	IBM LOTUS DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS (support start date 01 st July, 2013)	E020KLL	80 (PVUs)			
3	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSES ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL (support start date 01 st June, 2013)	E07UMLL	50			
	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.

Forwarding Letter

(To be submitted on company's letter head)

To:

The Chief Executive Officer
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:...../...../2013

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 _____ 2013 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

EMD / PERFORMANCE SECURITY FORM

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)

WHEREAS (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal (RFP) No. Dated20.... to supply (description of Products and Services) (herein after called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ---- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of Rs. ----- (Rs. ----- only) on behalf of the Vendor .

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it's currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to CGTMSE without any demur or protest, merely on demand from CGTMSE, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the CGTMSE regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to CGTMSE a sum not exceeding ₹...../-. (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹...../-. (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
- (iv) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

(v) any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

(vi) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;

(vii) any change in constitution of the vendor;

(vii) any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of And a claim in writing is required to be presented to us within three 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 mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

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