



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

Request for Proposal for Annual Software Subscription and Support Renewal for IBM Domino Licenses

[IBM authorized re-sellers/ partners only need to respond to this RfP]

Tender No.	2017-18/IT/02
Tender Issue Date	April 12, 2017
Last date for bid submission	April 26, 2017, 3:00 pm
Tender Closing Time	April 26, 2017, 4:30 pm
Date of opening of Pre-qualification Minimum Eligibility & Technical Bids	April 26, 2017, 4:45 pm
Tender Cost	Nil
Earnest Money Deposit	Nil



CREDIT GUARANTEE FUND TRUST FOR
MICRO AND SMALL ENTERPRISES (CGTMSE)
1002-1003, 10th Floor, Naman Centre, C-31, 'G' Block,
Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**

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Critical Information

Purpose	Renewal of annual software subscription and support for IBM Domino licenses		
EMD	Nil		
Last Date of Submission of Bids.	April 26, 2017 by 3:00 pm		
Clarifications.	Clarifications, if any, may be asked in writing through mail not later than April 19, 2017 by 5:00 pm.		
Bid Validity	60 days from the date of submission of bids. i.e. till June 26, 2017.		
Address for submission of Bids	GENERAL MANAGER CGTMSE, 1002-1003, 10 TH FLOOR, NAMAN CENTRE PLOT No.C-31, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI - 400 051		
No. Of Envelopes (Non window, sealed)	02 (Two), Non-window sealed with: 1st Envelope: (Superscribing "Tender No. 2017-18/IT/02 dated April 12, 2017 – Pre-qualification/ Minimum Eligibility Bid for IBM Domino S/w subscription & support renewal") containing: <ol style="list-style-type: none"> 1. Forwarding letter as per format given in Annexure I. 2. Pre-Qualification/ Minimum Eligibility bid as per format given in Annexure II. 3. Letter of authorisation from IBM. 4. Bank Mandate Form as per format given in Annexure IV. 2nd Envelope: (Superscribing "Tender No. 2017-18/IT/02 dated April 12, 2017 - Commercial Bid for IBM Domino S/w subscription & support renewal") containing: <ol style="list-style-type: none"> 1. Commercial bid as per format given in Annexure III. 		
Date of opening of Pre-qualification/ Minimum Eligibility Bid	April 26, 2017 at 4:45 pm		
Date and time of opening of commercial bids	Commercial bids would be opened at a later date which would be notified only to the short listed bidders.		
Contact Details:			
Name (S/Sh.) & Designation	Phone	Fax	E-mail
Narender Kumar, AGM (Systems)	022-61437823	022-26597264	narender@cgtmse.in
V. Sravan Kumar, DGM	022-61437812		vsravan@cgtmse.in
S.S.Bakshee, GM	022-61437818		ssbakshee@cgtmse.in

Notice

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Important Terms

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- ‘Trust’ means ‘Credit Guarantee Fund Trust for Micro and Small Enterprises ‘ OR CGTMSE.
- ‘Bidder’ means the respondent to the RFP document.
- ‘Successful Bidder’ refers to the bidder who gets selected by the Trust after completion of evaluation process.
- ‘Service Provider’ refers to the successful bidder who provides services to the Trust after the contract is awarded by the Trust, also abbreviated as ‘SP’.
- ‘RFP’ or ‘Tender’ means the Request for Proposal document
- ‘Bid’ may be referred to as ‘Offer’.
- “The Contract” means the agreement entered into between the Trust, represented by its Head Office / Regional Offices 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;
- “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- “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;
- “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;
- “TCC” means the Terms and Conditions of Contract contained in this section;

Annexure/ Appendix Details

Annexure/ Appendix Number	Description
Annexure-I	Bid Covering Letter
Annexure-II	Pre-qualification/ Minimum Eligibility Bid
Annexure-III	Commercial Bid
Annexure-IV	Bank Mandate Form

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1. Introduction and Disclaimers

1.1 About CGTMSE

Credit Guarantee Fund Trust for Micro and Small Enterprises (Hereinafter called Trust) was established in the year 2000 by Government of India (GoI) and Small Industries Development Bank of India (SIDBI) as settlers.

The objective of CGTMSE is to encourage commercial banks to move away from a security oriented approach and provide collateral free credit facility for Micro and Small Enterprises.

The Trust provides guarantees to the credit facilities extended by banks and financial institutions to micro and small enterprises. The Trust's software application is hosted on an internet server which is accessed by banks and financial institutions spread across the country. Detailed information of the functions of the Trust is provided on Trust's website www.cgtmse.in.

1.2 Purpose of RfP

- Proposals are invited **exclusively from IBM certified resellers / distributors / Enterprise partners** for renewal of annual software subscription and support for IBM Domino Enterprise Server Licenses as under:

S. N.	Description	Part No	Qty.	Support required for the period	
				From Date	To Date
1	IBM DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	E020KLL	200 (PVUs)	01/06/2017	31/05/2018
2	IBM DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	E020KLL	80 (PVUs)	01/07/2017	30/06/2018
3	IBM DOMINO ENTERPRISE CLIENT ACCESS LICENSES ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E07UMLL	50 No.	01/06/2017	31/05/2018

- This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Trust and any successful bidder as identified by the Trust after completion of the selection process.
- The tender methodology being followed is under Three Bid System viz. 1) **Pre-qualification/ Minimum Eligibility Bid** 2) **Commercial bid**.

1.3 Information Provided

- The RfP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with CGTMSE. Neither CGTMSE nor any of its employees, agents, contractors, or advisers gives any

representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither CGTMSE nor any of its employees, agents, contractors, or advisers have carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.4 Disclaimer

1. Subject to any law to the contrary, and to the maximum extent permitted by law, CGTMSE and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of CGTMSE or any of its officers, employees, contractors, agents, or advisers.

1.5 Costs to be borne by Respondents

1. All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations/ presentations, etc. and providing any additional information required by CGTMSE, will be borne entirely and exclusively by the Respondent.

1.6 No Legal Relationship

1. No binding legal relationship will exist between any of the Respondents and CGTMSE until the issues of purchase order / execution of a contractual agreement.

1.7 Recipient Obligation to inform itself

1. The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

1.8 Evaluation of Offers

1. Each Recipient acknowledges and accepts that the Trust may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
2. The issuance of RfP document is merely an invitation of offers and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.9 Acceptance of Selection Process

1. Each Recipient having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this RfP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

1.10 Errors and Omissions

1. Each Recipient should notify CGTMSE of any error, omission, or discrepancy found in this RfP document but not later than 05 (five) working days prior to the due date for submission of bids.

1.11 Acceptance of Terms

1. Recipient will, by responding to CGTMSE for RfP, be deemed to have accepted the terms as stated in this RfP.

1.12 Requests for Proposal

1. Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact : Shri S S Bakshee
Position : General Manager
Email : ssbakshee@cgtmse.in
Telephone : 022-61437818, Fax : 022-26597264

2. CGTMSE may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly. These details should also be written/ printed without fail on each of the bids envelopes as well.
4. CGTMSE may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

1.13 Notification

1. CGTMSE will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

2. RfP Response

2.1 Bid Submission Closing Date:

1. RFP Response should be received by Trust not later than date and time mentioned in 'Critical Information' section above, at its Office premises.
2. In the event of the specified date for the submission of bids, being declared a holiday for the Trust, the bids will be received up to the prescribed time on the next working day.
3. The Trust may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Trust and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.2 Bid Validity Period

1. The Bids must remain valid and open for evaluation according to their terms for a period of **60 days** from the last date of the submission of bids.
2. In exceptions circumstances the Trust may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
3. The Trust, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary

2.3 Late RFP Policy

1. Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the bid submission date**.

2.4 Receiving of RFP Response

1. Receiving of RFP response will be recorded by CGTMSE in a '**Bid Receipt Register**' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferable through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of the Trust. The Recipient shall be deemed to have licensed, and granted all rights to the Trust to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.5 Modification And/ Or Withdrawal of Bids:

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Trust, prior to the deadline prescribed for submission of bids.
2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

3. No bid may be modified after the deadline for submission of bids.
4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form.
5. Trust has the right to reject any or all tenders received without assigning any reason whatsoever. Trust shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

2.6 Opening of Bids by the Trust

1. On the scheduled date and time, bids will be opened by the Trust's Committee in the presence of bidder representatives. It would be the responsibility of the bidder's representatives to be present at the date, time and at the place specified in the tender document. The bidders' representatives who are present shall sign in a register/ sheet evidencing their attendance.
2. The Bidder name and such other details as the Trust, at its discretion may consider appropriate will be announced at the time of Pre-qualification/ Minimum Eligibility & technical (if applicable) bid opening. No bid shall be declared as rejected at the time of bid opening, except for late received bids.
3. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
4. In the event of the specified date for the opening of bids, being declared a holiday for the Trust, the bids will be opened at the same time on next working day.

2.7 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Trust officials and must communicate the same in writing by the time mentioned in '**Critical Information**' section above. No query / clarification would be entertained over phone.
2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Trust will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Trust will not answer any communication reaching the Trust later than the time stipulated for the purpose.

3. The Trust may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
4. The Trust may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes, to clarify any response.

2.8 Disqualification

1. Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

2.9 Selection process

1. Successful Bidder will be selected through a two bids evaluation process:
 - i) Pre-qualification/ Minimum Eligibility evaluation
 - ii) Commercial evaluation

2.10 Details of Bids to be submitted

1. Bidders are required to submit their responses in three envelopes, with contents of each as under:

Envelope No.	Bid Contents	Label of Envelope
I	Pre-qualification/ Minimum Eligibility Bid <ol style="list-style-type: none"> i. Bid Covering letter as per format prescribed in Annexure-I ii. Response to Pre-qualification/ Minimum Eligibility Criteria as per format prescribed in Annexure-II iii. Authorisation Letter from IBM iv. Bank Mandate Form as per Annexure-IV. 	As given in Critical Information sheet at page 3
II	Commercial Bid <ol style="list-style-type: none"> i. Response to Commercial Bid as per format prescribed in Annexure-III 	As given in Critical Information sheet at page 3

2. Above mentioned two separately sealed non-window sub-envelopes should be put together in another master non-window sealed envelope super-scribing "**Bid for IBM Domino Licenses Annual Subscription & Support Renewal – Rfp No. 2017-18/IT/02 dated April 12, 2017**".
3. All the individual envelopes must be super-scribed with the following information as well:
 - i. Name and Address of the bidder, Contact Name, Phone number and e-mail id.
 - ii. Bids should be enclosed with all relevant documents duly sealed and signed.

2.11 Important

Bidders must take the following points into consideration during preparation and submission of bids.

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed copies of any submission are not acceptable and will be rejected by the Trust.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
6. The RfP is hosted on CGTMSE website ([URL: www.cgtmse.in/tenders.html](http://www.cgtmse.in/tenders.html)) and also on **Central Public Procurement Portal (CPPP)**. CGTMSE reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

3. Terms and Conditions

3.1 General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures & Appendices**. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
2. At any time prior to the deadline for submission of Bids CGTMSE may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RfP by amendment and same will be placed on the Trust's website & Central Public Procurement Portal (CPPP) as corrigendum/addendum for information of all prospective Bidders.
3. All such amendment shall become part of the RfP and same will be notified on Trust's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.
4. CGTMSE shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. CGTMSE reserves the right to make any changes in the terms and conditions. CGTMSE will not be obliged to meet and have discussions with any Bidder. However, CGTMSE, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
5. CGTMSE reserves the right to extend the dates for submission of responses to this document with intimation on the Trust's website and CPPP.
6. Unless agreed to specifically by the Trust in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
7. The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations and providing all deliverables under this RfP, **on end-to-end solution basis**.
8. The Bidder shall promptly notify CGTMSE of any event or conditions, which might delay the completion of deliverables in accordance with the approved schedule and the steps being taken to remedy such a situation.

3.2 Commercial Bid

1. **Currency** - The Bidder is required to quote in Indian Rupees ('INR' / '₹'). Bids in currencies other than INR may not be considered.
2. **Tax & Octroi** - The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess etc., that need to be incurred. However, Octroi/ entry tax, if any, would be paid as on actual on production of Octroi/ entry tax receipt (in original) in the name of CGTMSE.

3. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by CGTMSE, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CGTMSE in its favour. This will remain applicable throughout the contract period.
4. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the Trust.

3.3 Rules for Responding to the RFP

1. All responses should be in English language. All responses by the Bidders to this RFP document shall be binding on such Bidders till the bid validity.
2. All responses would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Trust, form part of the final contract between the Trust and the selected Vendor.
3. Responses once submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids, unless otherwise asked by the Trust.
4. CGTMSE reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of CGTMSE, the information furnished is incomplete or the Bidder does not qualify for the contract.
5. Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.
6. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CGTMSE.
7. CGTMSE would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.
8. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Trust. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Trust for the same.
9. Responses received become the property of CGTMSE and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

3.4 Amendment to the bidding document

1. At any time prior to the deadline for submission of Bids, the Trust, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Trust's website ([URL: www.cgtmse.in/tenders.html](http://www.cgtmse.in/tenders.html)).
3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Trust will not have any responsibility in case some omission is done by any bidder.

4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Trust, at its discretion, may extend the deadline for the submission of Bids.

3.5 Scope of work:

1. Vendor shall renew the annual subscription and software support for the following IBM Domino licenses for the period as indicated against thereof:

S. N.	Description	Part No	Qty.	Support required for the period	
				From Date	To Date
1	IBM DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	E020KLL	200 (PVUs)	01/06/2017	31/05/2018
2	IBM DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	E020KLL	80 (PVUs)	01/07/2017	30/06/2018
3	IBM DOMINO ENTERPRISE CLIENT ACCESS LICENSES ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	E07UMLL	50 No.	01/06/2017	31/05/2018

2. Submission of the renewal certificate with CGTMSE in physical or electronic form.

3.6 Delivery Schedule:

1. The Service Provider shall ensure to lodge the order for renewal with prime vendor IBM well in time so that the support is renewed in time for all the licenses for the desired period.
2. The Service Provider shall ensure to deliver the Original copy of renewal certificate or written notification issued by IBM regarding renewal of support for desired licenses for the desired period, in CGTMSE's name.
3. The Trust will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of CGTMSE. Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this may be given by the Trust.

3.7 Penalty for default services

1. If the vendor fails to renew the support for the desired period in time and OEM imposes any re-instatement charges towards delayed renewal, the same shall be borne by the vendor and CGTMSE shall not be liable to pay any charges to the vendor over and above the order value. In case the ATS is not renewed within **five weeks** from the date of order, 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.

3.8 Payment Terms

1. 100% payment after the submission of proof of renewal of support for all the licenses for the period as indicated above, in the name of '**Credit Guarantee Fund Trust for Micro and Small Enterprises**' or '**CGTMSE**'.
2. Octroi/ entry tax, if any, shall be paid as on actual on the submission of octroi/ entry tax receipt in the name of CGTMSE.
3. All the payments will be made by CGTMSE Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's Banker] **Bank Mandate Form** as per format prescribed in **Annexure-IV**. In case the bidders have already submitted the form with Trust in connection with any other tender/ transactions, same need not to be submitted again and the fact should be clearly mentioned in the General Information about Bidder - **Annexure II**.

3.9 Rules for Evaluation of Responses

1. To assist in the scrutiny, evaluation and comparison of responses/ offers, CGTMSE may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. CGTMSE has the right to disqualify the Bidder whose clarification is not received by CGTMSE within the stipulated time or is found not suitable to the proposed project.
2. CGTMSE may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of CGTMSE contains any false or misleading claims or statements. CGTMSE shall not be liable for excluding or rejecting any such proposal.
3. CGTMSE will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined **the Lowest Bid (L1)**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

3.10 Corrupt and fraudulent practice

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Trust and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Trust of the benefits of free and open competition.

The Trust reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11 Waiver

1. No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

3.12 Violation of terms

1. The Trust clarifies that the Trust shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Trust may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

3.13 Confidentiality

1. This RfP contains information proprietary to CGTMSE. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of CGTMSE.
2. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

3.14 IPR Infringement

1. As part of this project, bidder/ service provider will deliver software/ services. If the use of any such software/ services by / for CGTMSE, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to software/ services provided/ used by Bidder/ Service provider under this project.

3.15 Limitation of liability

1. Save and except the liability under Section of 'IPR Infringent' and/ or indemnity provisions in this RfP, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of

the Service Provider, arising at any time under this Agreement shall not exceed the order value.

3.16 Compliance with Statutory and Regulatory Provisions

1. It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

3.17 Taxes and Duties

1. The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.
2. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
3. **Tax deduction at Source** - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Trust shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Trust as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

3.18 Right of Publicity

1. Any publicity by the Bidder in which the name of CGTMSE is to be used should be done only with the explicit written permission of CGTMSE.

3.19 Resolution of Dispute

1. CGTMSE and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, CGTMSE and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.
2. The dispute resolution mechanism to be applied shall be as follows:
 - i) In case of Dispute or difference arising between CGTMSE and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.
 - ii) 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;
 - iii) The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.
3. The agreement/ contract shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

4. No conflict between the BIDDER and CGTMSE shall cause cessation of services. Only by mutual consent the services will be withdrawn.
5. CGTMSE reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

3.20 Force Majeure

1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, successful bidder shall promptly notify CGTMSE in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by CGTMSE in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CGTMSE and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

3.21 Indemnity

1. The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:
 - i) Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
 - ii) An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or
 - iii) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
 - iv) Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
 - v) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - vi) Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 - vii) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or

- viii) The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
 - i) Notifies the Bidder in writing; and
 - ii) Cooperate with the bidder in the defense and settlement of the claims.
- 3. The Bidder shall not be liable for defects or non-conformance resulting from:
 - i) Software, hardware, interfacing not approved by Bidder; or
 - ii) Unauthorized modification of Software or any individual product supplied under this RfP document, or Trust's failure to comply with any mutually agreed environmental specifications.
 - iii) Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
 - iv) Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

4. Evaluation Methodology

4.1 Evaluation process

1. The Trust has adopted a Two (02) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - i) Pre-qualification/ Minimum Eligibility Bid
 - ii) Commercial Bids
2. The Trust shall evaluate first the **'Pre-qualification/ Minimum Eligibility Bid** and based on its evaluation, **'Commercial bids'** shall be opened only for the short listed bidders.
3. The evaluation will be undertaken by a Committee of Officials or/ and representatives formed by the Trust and its decision will be final.
4. During evaluation of Bids, the Trust, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Trust. No change in the price of substance of the Bid shall be sought, offered or permitted.
5. The Trust will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the **Lowest Commercial bid (L1)**.

4.2 Arithmetic errors correction

1. Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:
 - i) If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
 - ii) If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
 - iii) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - iv) If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct.
 - v) The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Trust, or their bid should be rejected.

Annexure – I. Bid Covering Letter*(To be submitted on Bidder's company letter head)*

Date:

The General Manager
CGTMSE
1002-1003, 10th Floor, Naman Centre,
Plot No. C-31, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Your Tender No.: 2017-18/IT/02 dated: April 12, 2017
Renewal of software subscription and support for IBM Domino Licenses

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. Pre-qualification/ Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.
2. Authorisation letter from IBM
3. Bank Mandate Form *<pl. tick appropriate option>*:
 - Being submitted herewith.
 - Already submitted with CGTMSE, copy of the same enclosed herewith.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

Yours sincerely,

Date	Signature of Authorised Signatory ...
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Place	Name of the Authorised Signatory ...
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	Designation ...
--	-----------------

	Name of the Organisation ...
--	------------------------------

	Seal ...
--	----------

Signature of the party / Authorized Signatory

.....
Certified that particulars furnished above are correct as per our records.

Trust's stamp :

Date :

(Signature of the Authorized Official from the Bank)

N.B.: RTGS/NEFT charges if any, is to be borne by the party

^{1,2}: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the Bank-branches in India. This is 11 digit code with first 4 characters representing the Bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the Bank-branch. RBI had since advised all the Bank to print IFSC on cheque leaves issued to their customers. A customer may also contact his Bank-branch and get the IFS Code of that branch.

End of RfP Document