

**Request
for
Proposal for
Rate contract of various software products
For
Gujarat State Data Centre (GSDC)
Government of Gujarat**

(Tender no: SWT270919184)

**Bid Processing fees: Rs. 5,900/-
EMD: Rs. 2,00,000/-**



**Gujarat Informatics Ltd.
Block no. 2, 2nd floor, Karmayogi Bhawan,
Sector-10A, Gandhinagar-382010, Gujarat
Ph No. 23255950/23259237
Fax: 23238925.**

**Email: nitintatu@gujarat.gov.in
hirenp@gujarat.gov.in
www.gil.gujarat.gov.in**

**Last date for submission of Online Bids: 18.10.2019 up to 1500 hrs.
Date of opening of Technical bids: 18.10.2019 at 1600 hrs.**

On behalf of Department of Science & Technology, Government of Gujarat, GIL invites proposals for rate contract of various Software products required at Gujarat State Data Centre (GSDC) from the Authorized Partners of the respective products.

Terms & conditions are as under:

1. Validity of Rate contract: The quoted price will be valid for the period of two years from the date of signing the Rate contract agreement or till new Rate Contract sign by both the parties.
Rate in INR, but indexed to USD/INR rate as on price bid opening.
After one year, New RC rate = RC rate * $\frac{\text{USD/1 year}}{\text{USD/Bid Submission}}$
2. The prices are inclusive of all like delivery & installation charges and are in Indian Rupees only.
3. Delivery: The delivery of the Software Products (Paper/e-mail License) will be at the consignee's site as notified in the work order issued time to time within 15 days from the date of confirmed work order.
4. Taxes: price quoted should be exclusive of GST as applicable and will be paid on actuals.
5. Payment terms:
 - Perpetual licenses: No advance payments shall be paid. 100% Payment will be made after successful installation of software.
 - Yearly Support: 100% at the beginning of every year on successful renewal.
6. This contract shall be governed by the laws in force in the Gujarat State.
7. Licenses must be on the name of ordering department/office.
8. Separate credentials should be created on OEM support portal for tenderer by successful bidder.

The bidder shall have to submit the MAF from OEM of the respective software products online as per format given at Annexure A. The MAF of Partner or reseller shall not be considered.

You are kindly requested to submit the financial proposal on <https://gil.nprocure.com>. You have to submit the DDs of Bid processing fee and EMD of Rs. 5,900 and Rs. 2,00,000/- in GIL on/before 18.10.2019 up to 1500 hrs. EMD will be return after signing of contract with successful bidder(s).

FINANCIAL BID FORMAT

| Sr. No. | Name of Product | Unit price per license (Rs.) |
|---------|---|------------------------------|
| 1 | MS Windows Data Centre– latest version 16 Core pack without SA | |
| 2 | MS Windows Standard– latest version 16 Core pack without SA | |
| 3 | MS SQL Server Enterprise – latest version 2 Core pack without SA | |

Note:

1. There may be more than one bidder are L1 in different products. Rate contract may be signed with more than one party in such case. In case bidder is bidding for one item, then please put "0" in another one.
2. Taxes are extra as applicable at the time of invoicing.

Annexure A

Manufacturer Authorization Form (MAF)

Date:

To,
Managing Director
Gujarat Informatics Ltd.,
Block no. 2, 2nd floor,
Karmayogi Bhavan, Sector 10A,
Gandhinagar.

Subject: Manufacturer Authorization Letter.

Reference: Tender No. SWT270919184

Dear Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers / developers of _____ having development centers at _____ (addresses of manufacturing / development locations) do hereby authorize <Bidder's name> to bid, negotiate and conclude the contract with you against the above mentioned tender for the above Software license.

We undertake to provide support to <Bidder's name> for entire duration of the contract as per scope of work, terms and conditions of RFP.

Thanking You.

Yours faithfully,

For, _____

Authorized Signatory

ANNEXURE B

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,
DGM (App.)
Gujarat Informatics Limited
Block no. 2, 2nd floor, Karmayogi Bhavan,
Sector – 10A, Gandhinagar - 382010
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: **SWT270919184** for ----- on behalf of Government of Gujarat by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the ----- (hereinafter called" date of validity of BG"), to Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2019.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) If the bidder is found to be involved in fraudulent practices.
 - (iii) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to **6 months** from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time.