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Ministry of Defence  
Office of the Controller General of Defence Accounts  
(IT & S Wing)  
Ulan Batar Road, Near Domestic Airport,  
Palam, Delhi Cantt-110010



No. Mech/IT&S/263/Software/2018

Dated: 19/03/2018

To,

M/s \_\_\_\_\_

(As per list)

**Subject: - Invitation of bids for procurement of support of MYSQL Enterprise Edition Subscription (1-4 socket server) for one year, 02 in number.**

Bids in sealed cover are invited for supply of items listed at Annexure 'A' of this RFP.

2. The sealed bids may be dropped in the Tender Box marked as "Quotation for support of MYSQL Enterprise Edition Subscription (1-4 socket server)", kept at the reception of this office or sent by registered post at the address given below so as to reach by the due date and time:

Sr. Accounts Officer  
(IT & S Wing)  
Office of the Controller General of Defence Accounts  
Ulan Batar Road, Near Domestic Airport,  
Palam, Delhi Cantt-110010

For any clarifications regarding this RFP, may be contacted to Senior Accounts Officer (IT) at Phone Nos.011-26665589, 25665762.

3. This RFP is divided into five Parts as follows:

- a. Part I – Contains General Information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc
- b. Parts II - Contains essential details of the items/ services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

- c. Part III – Contains Special Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - d. PART IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - e. PART V- Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

### **Part I- General information**

- 1. Last date and time for depositing the bids: 26/03/2018 upto 1500 Hours.** The sealed bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. Manner of depositing bids:** Sealed bids should be sent by speed post/registered post at the address given above so as to reach by the due date and time. The sealed bids may be dropped in the tender box as mentioned in Para 2 at Page 1 of this letter. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non receipt of bid documents. Bids sent by Fax or e-mail will not be considered. "Quotation for support of MYSQL Enterprise Edition Subscription (1-4 socket server)" must be mentioned clearly on top the sealed quotation envelopes.
- 3. Time and date for opening of bids: 26/03/2018 upto 1600 Hours**  
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time as intimated by the Buyer).
- 4. Place of opening bids:**

Sr. Accounts Officer  
(IT & S Wing)  
Office of the Controller General of Defence Accounts  
Ulan Batar Road, Near Domestic Airport,  
Palam, Delhi Cantt-110010

The bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

5. **Forwarding of bids** – Bids should be forwarded by the bidders under their original memo / letter pad interalia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
6. **Clarification regarding contents of the bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change on prices or substances of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
7. **Rejection of bids:** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
8. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be removed from the list for the given range of items as mentioned in this RFP.
9. **Validity of bids:** The bids should remain valid for two months beyond the date of opening of bids.

## 10. Part II- Essentials Details of Items/ Services required

1. **Scheduled of Requirements** – List of items/ services required is enclosed as Annexure 'A' to this letter
2. **Delivery Period** – Delivery of the items should be completed within one week from the date of supply order. In case the purchaser desires to have deferred deliveries, the purchaser shall specify the same. In such case, the vendor shall deliver the items as per the delivery schedule mentioned by the purchaser in the Supply Order. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the delivery period. Extension of delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

Items will be delivered at the following address:

Sr. Accounts Officer  
(IT & S Wing)  
Office of the Controller General of Defence Accounts  
Ulan Batar Road, Near Domestic Airport,  
Palam, Delhi Cantt-110010

3. **Installation charges:** No separate charges will be given by the buyer on this account.

### **Part III- Enterprises Conditions of RFP**

The Bidders is required to give confirmation of their acceptance of the Enterprises Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Union of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The Enterprise clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, and gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts of forbearing to do or for having done or forbome to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing of forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to

influence any office/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/Agency Commission:** The Sellers confirms and declares to the Buyer that the Seller is the original manufacture of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intend to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission, or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. **Access to books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influences, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents:** Except with the written consent of the buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Termination of Contract:** The Buyer shall have the right to terminate this contract in part or in full in any of the following cases:
  - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 15 days) after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The delivery of material is delayed due to cause of Force Majeure by more than 15 days) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

9. **Notices** : Any notice required or permitted by the contract shall be written in the Hindi/English Language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting**: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantages of the present contract or any part thereof.

11. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademark and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any all the rights mentioned above.

12. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

### **13. Taxes and Duties**

#### **i) General**

1. If Bidder desires to ask for GST, the same must be specifically stated. In the absence of any stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
2. If reimbursement of any GST is intended as extra over the quoted prices, the Bidder must specifically say no. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such GST will be entertained after the opening of tenders.
3. If a Bidder chooses to quote a price inclusive of any GST and does not confirm inclusive of such GST so included is firm and final, he should clearly indicate the rate

of such GST and quantum of such GST included in the price. Failure to do so may result in ignoring of such offers summarily.

4. If a Bidder is exempted from payment of any GST up to any value of supplies from them, he should clearly state that no such GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by the Bidder that such GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
5. Any charge in any GST upward/downward as a result of any statutory variation in exercise taking place within contract terms shall be allowed to the extent of actual quantum of such GST paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such GST shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the seller.

#### **Part IV- Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of special conditions of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful Bidder (i.e. Seller in the contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

**1. Tolerance Clause:**

To take care of any change in the requirement during the period starting from issue of RFP till placement of the supply order, Buyer reserves the right to 25% plus/minus increases or decreases the quantity of the required goods upto that limit without any change in the terms & condition and prices quoted by the seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within the tolerance limit.

**2. Validity of the rates:**

The rates quoted will be valid for two months beyond the date of opening of bids. However If there is any reduction in prices /taxes in the market is noticed, vendor should pass on the benefit of the reduced prices to the buyer.

**3. Payment Terms:**

The payment will be made by CGDA New Delhi through electronic mode (RTGS/NEFT). 100% payment will be made after successful completion of entire supplies against respective supply order and acceptance by the Board of Officers

detailed for Acceptance Testing procedure (ATP): The bank details like bank account number, bank name, IFSC code, MICR code for E-payment must be submitted with the bill.

**4. Risk & Expense clause:**

- a. Should the stores or any installment thereof not be delivered within the time or times specified in the supply order documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the seller 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b. Should the stores or any installment thereof not performed in accordance with the specifications/ parameters provided by the SELLER during the check proof tests to be done in the buyer's Country, the BUYER shall be at liberty, without prejudice or to the extent of such default.

**5. Force Majeure Clause:**

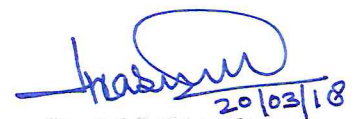
- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract .
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences
- c. The party for which it become impossible to meet obligations under this contract due to force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10(Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 3(three) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30(thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.



## Part V - Evaluation Criteria & Price Bid Issues

- 1. Evaluation Criteria** – The broad guidelines for evaluation of Bids will be as follows:
- a. Only those bids will be considered which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
  - b. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the price format at Annexure 'A'. The consideration of taxes and duties in evaluation process will be as follows:
    - i. Ultimate cost to the buyer would be the deciding factor for ranking of bids.
    - ii. The Bidders are required to spell out the rates of VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.
    - iii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
    - iv. The lowest Acceptable Bid will be considered further for placement of contract /Supply Order after complete clarification and price negotiation as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items.

Yours Sincerely,



20/03/18

**Sr. Accounts Officer (IT &S)**

**ANNEXURE 'A'**

**PRICE BID**

(Amount in Rs.)

Sl. No.	Items	Anticipated Requirement	Make	Rate per item	GST	Total Price
1)	support of MYSQL Enterprise Edition Subscription (1-4 socket server) for one year	02 Nos. (Two)	MYSQL			
2)	<b>NET PRICE</b>	<b>TOTAL PRICE (INCLUSIVE TAXES)</b>				

Signature of the authorized representative of the firm

(Name of the signatory with seal)

(Name of the firm)

Dated: