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**Dedicated Freight Corridor Corporation of India Limited
(A Government of India Enterprise)**

TENDER DOCUMENT (SINGLE-STAGE)

Lump-Sum

Issued on: 30th March, 2012

For the

**Tender for Purchase of Microsoft Licenses and Services
(Microsoft Enterprise Agreement)**

Tender No: DFCCIL/IT/Microsoft/EA

Purchaser: Dedicated Freight Corridor Corporation of India Limited, India



Dedicated Freight Corridor Corporation of India (DFCCIL) intends to purchase following Microsoft Licenses:

| S.N | License Description | Qty. |
|-----|---|-----------|
| 1 | MICROSOFT ENTERPRISE AGREEMENT (PART NO. VPN-021-09715 WITH OFFICE STANDARD) | 250 users |
| 2 | DEPLOYMENT OF APPLICATIONS UNDER ENTERPRISE AGREEMENT IN DFCCIL CORPORATE AND FIELD OFFICES (DETAIL ATTACHED) * | 1 |
| 3 | 3 YEAR MAINTENANCE OF DEPLOYED SYSTEM | 1 |

*** All the hardware requirement and Bandwidth will be provisioned by DFCCIL**

Proposals are invited from authorized LAR of Microsoft for supply of above mentioned licenses. You are requested to submit your proposal.

Your proposal complete in all respects should reach DFCCIL on or before **20th April, 2012** addressed to:

Bharat Salhotra

Group General Manager (Fin&IT)

Room No. 514, Dedicated Freight Corridor Corporation of India Limited.

5th Floor, Pragati Maidan Metro Station Building Complex

Please note that DFCCIL reserves the rights to consider/ reject any or all quotations without assigning any reason thereof.

General Terms and Conditions

1. Cost Details & Validity:

The quoted Rate / Cost should be inclusive of all levies/ taxes like Service tax, VAT, Educational cess, Sales Tax, Transportation, Customs, Excise, traveling charges etc, if any. However, DFCCIL would reimburse Octroi, if any, to the vendor on actual on production of original Octroi receipts in DFCCIL's name.

2. Validity of Proposal:

The validity of the proposal against this RFP should be at least 90 days.

3. Payment Terms:

Payment will be made as per payment schedule after supplying all items as per PO at DFCCIL office and raising of invoice for Microsoft Software and Licenses and hardware.

Payment of Deployment of services will be phased manner:

| SL | Description | Amount % |
|----|---|----------|
| 1 | Finalization of Agreement with Microsoft | 15% |
| 2 | Deployment of AD , Windows and MS Office | 20% |
| 3 | Deployment of SCCM & Forefront | |
| 4 | In the 2 nd year of agreement (commencement) | 30% |
| 5 | In the 3 rd year of agreement (commencement) | 30% |
| 6 | At the completion of 3 rd year agreement | 5% |

3. Eligibility criteria:

The primary requirement is that the solution should be from single vendor for all software licenses, deployment services, annual maintenance and support. The vendor should be a Microsoft LAR with local presence in Delhi. The vendor should be an enterprise or higher level of OEM partner from HP/IBM/DELL etc. or they should be an authorized service provider of OEM like HP/IBM/DELL etc. The vendor should have their own technical team to deploy and manage the systems.

4. DFCCIL reserve the right to accept or reject any quotation in full or part, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected vendors on the grounds of the purchaser's inaction.

5. Bid Submission:

Bid cover should be superscribed "**Offer for supply of Microsoft Licenses and Services**".

6. Opening of Bids:

Bid 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 may ensure to be present at the venue on stipulated date and time.

7. 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:

The bid should contain:

- i. Forwarding letter.
- ii. Authorizing letter from Microsoft.
- iii. DD towards the EMD.
- iv. Commercial bids in the prescribed format

8. Opening of bids:

Bids shall be opened on **20th April, 2012 at 15:30 hrs.** in DFCCIL corporate office.

9. Delivery Schedule:

The contracted vendor shall ensure to deliver the electronic or paper licenses within Eight (08) weeks from the date of award of contract [Award of contract].

10. Delivery Location:

Delivery of licenses is to be made at our New Delhi office, whose contact details

Dedicated Freight Corridor Corporation of India Limited.

5th Floor, Pragati Maidan Metro Station Building Complex

New Delhi – 110001

11. Penalty for Default in Services:

If the vendor fails to deliver the items within stipulated time or unable to offer satisfactory service, DFCCIL 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 5% of value of the late delivered items. In case the delay exceeds five weeks, DFCCIL reserves the right to cancel the order and in such a case the Security Deposit in the form of Bank Guarantee received from the vendor shall be forfeited.

12. Earnest Money Deposit (EMD):

Vendors are required to submit of Rs. 2,00,000/- (Two Lakh Only) in the form of demand draft in favour of DFCCIL, Payable at Delhi. EMD for the unsuccessful bidders shall be returned within three weeks after the end of the bid validity period or after the acceptance of the order placed with the successful bidder, whichever is earlier. However, the EMD for the successful bidder shall not be returned after the award of contract. The EMD will be forfeited if any bidder dishonors its bidding commitments.

14. Indemnity/Security Deposit:

The vendor will indemnify DFCCIL 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.

The security deposit will be 10% of the contract value.

The selected vendor should submit security deposit in the form of Bank Guarantee, after adjusting the amount of EMD. The BG should be valid for total contract period plus 90 days.

15. 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 non-performance and when removed the party shall continue performance with utmost dispatch.

16. Arbitration:

In the event of a dispute or difference of any nature whatsoever between the vendor and DFCCIL 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 DFCCIL 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 DFCCIL.

17. Contact Information:

For any clarifications vendor may contact:

Bharat Salhotra

Group General Manager (Fin&IT)

Room No. 514, Dedicated Freight Corridor Corporation of India Limited.

5th Floor, Pragati Maidan Metro Station Building Complex

New Delhi – 110001

Ph: +91 11 23454780.

Format for Bid (Part-A)

(To be submitted on company's letter head)

| S.N. | Description | Vendor's Response |
|------|------------------------------------|--|
| 1 | Company Details | |
| a | Name of Company | |
| b | Address of Company | Phone No.: Fax No.: Mail id : Website : |
| 2 | Contact Details | |
| a | Name of the authorized person | |
| b | Designation | |
| c | Contact No. | Mobile No.: Phone No.: Mail id : |
| 3 | Type of Partnership with Microsoft | |
| 4 | Partnership Certificate enclosed | |
| 5 | Deployment Plan | (Should include Project implementation schedule) |
| 6 | Deployment architecture | |
| 7 | Support Plan | |
| 8 | Any other information | |

Date: / /

Authorised Signatory.

Name: Designation:



Format - Commercial Bid (Part –B)

(To be submitted on company letterhead)

RFP - Purchase of Microsoft Licenses

Amount in Indian Rupees (₹)

| S.N | Description | Qty. | Unit | Total |
|-----|-------------------------|------|------|----------|
| | | [A] | [B] | C= [A*B] |
| | | | | |
| | | | | |
| | | | | |
| | Total Cost of Ownership | | | |

Note :

1. Total cost should be inclusive of all taxes.
2. TDS will be deducted at source as per rules, if it is applicable.
3. DFCCIL would reimburse Octroi / entry tax, if any, to the vendor on actuals on production of original Octroi receipts in DFCCIL's name.
4. Licenses. A copy of authorisation letter from Microsoft should be enclosed with the proposal.
5. Any deviation in general terms and conditions OR not submitting of the autorisation letter, the proposals is liable to be rejected.

Date:...../...../í í í í

Authorised Signatory.

Name: Designation:

CPM Office Locations

| Sl.No. | Unit | Address |
|--------|----------------|---|
| 1 | Mumbai | 7th Floor, New Administration Building, DN Road, Mumbai-400001 |
| 2 | Vadodara | No.13-14, 3rd Floor, Panorama Complex, R.C. Dutt Road Alkapuri, Vadodra |
| 3 | Surat | Arun's-1, 4th Floor, Piplod Dummas Road Near ISCON Mall Surat ó 395007 |
| 4 | Ahmedabad | 1st Floor, Old DRM Office Building, Kalupur Ahmedabad |
| 5 | Jaipur | B-12, Hanuman Nagar Opp Metro Hospital, Sirsi Road Jaipur 302021 |
| 6 | Ajmer | 42 A/3 Civil Lines Ajmer 305001 |
| 7 | Rewari | A ó 102, Star House Sector 4, Noida |
| 8 | Meerut | 4/54, Raksha Puram, Mawana Road, Meerut, Uttar Pradesh |
| 9 | Allahabad/East | 18-B, Nyaya Marg, Ashok Nagar, Civil Lines Allahabad 211001 |
| 10 | Allahabad/West | 328/115, Ashok Nagar Allahabad 211001 |
| 11 | Kanpur | 117/455, Block H, Pandu Nagar, Near JK Temple, Kanpur - 208005 |
| 12 | Ludhiana | 61A, 1st Floor, Sarvodaya Colony, Pakholwal Road, Ludhiana |
| 13 | Mughal Sarai | 213, MP Ravi Nagar Mughalsarai 232101 |
| 14 | Kolkata | 18/L, Ground Floor, New Alipore, Kolkata - 700053 |