

Request for Proposal

For

Requirement of Microsoft SQL Server License

At

GNFC- IT Division

(Bid Reference No. GNFC-IT Division\SQL\2026-27\06)

GNFC – IT Division

501, GNFC Infotower, S G Highway,
Ahmedabad-380054, Gujarat

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REQUEST FOR PROPOSAL

GNFC- IT Division proposes to procure hardware, software, Tools and services for internal GNFC Ltd - IT Division, inviting Proposals from interested Bidders as per the laid out norms in this Request for Proposal (**RFP**). The RFP is provided in two volumes as given below:

INSTRUCTION TO BIDDERS Including Scope of Work

Bidders are advised to read the above volumes in conjunction and are advised to comply with the terms and conditions for submission of their Proposal as defined in this RFP document.

Instruction to the bidders for online bid submission:

Interested and eligible Bidders can download the bid document and further amendments if any freely available on <https://tender.nprocure.com/> and submit the same as per submission guidelines as mentioned in this document.

GNFC Ltd - IT Division– A Division of GNFC Ltd,
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Ahmedabad-380054, Gujarat
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DISCLAIMER

All information/ details contained in this RFP Document are provided in good interest and faith. This is neither an Agreement nor an Offer or Invitation to enter into an Agreement of any kind with any Party. Though adequate care is taken in preparation of this document, the interested firm/ entity shall satisfy itself that the document is complete in all respects. The information provided in this document may not be complete and exhaustive, interested Bidders are required to make enquiries wherever required.

Intimation of discrepancy/ ambiguity, if any, will be intimated immediately to GNFC IT Division. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms/ entities submitting their bids are satisfied that the RFP document is complete in all respects.

GNFC IT Division reserves the right to reject any or all of the applications/ bids submitted in response to this RFP document, at any stage and without assigning any reasons, whatsoever. GNFC IT Division also reserves the right to withhold or withdraw the tender process at any stage, with intimation to all who submitted the RFP Application. GNFC IT Division reserves the right to change/ modify / amend any or all of the provisions of this RFP document. Such changes, if any, would be accordingly communicated to the Bidders. Information provided in this document or imparted to any firm/ entity as part of this Tender process is confidential to GNFC IT Division and the same shall not be used for any other purpose or distributed to or shared with any other person or organization.

1 Tender Details:

RFP Distribution	Date : 19-06-2026
RFP Query	Date : 22-06-2026 before 06:00 pm by email : ngsakaria@ncode.in/kumar.asit@ncode.in
RFP Submission	Date : 02-07-2026 before 06:00 pm
Mode of Bid Submission	Online
Earnest Money Deposit	N/A
PBG	N/A

2 Deadline for Submission of Bids:

- a) In case of Online Tendering, Bids must be submitted online through <https://tender.nprocure.com/> not later than the time and date specified in the Bidding Schedule.
- b) In the event of the specified date for the submission of Bids being declared as a holiday for GNFC Ltd - IT Division the bids will be received up to the appointed time on the next working day.
- c) GNFC Ltd - IT Division, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of GNFC IT Division and Bidders subject to the deadline will thereafter be subject to the deadline as extended. GNFC Rights to retender or e-Auction in case of not satisfactory rates/ offered solution.
- d) The Bidder shall complete the Technical Bid & Financial Bid as per format and sequence attached under section of Technical and Financial details respectively.

3 Validity period:

- a) All bids shall be valid for 30 days after the date of bid closing. The tendering Authority shall reject a Bid valid for a shorter period as non-responsive.
- b) In exceptional circumstances, the tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- c) Bid evaluation will be based on the bid prices without taking into consideration the above changes.

4 Right to accept or reject any or all Bids:

- a) Notwithstanding anything contained in this RFP, GNFC IT Division reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. GNFC IT Division reserves right to proceed even with single bid, in case of failure to attract more bidders to participate under tender by considering condition of market and social-educational services offered under the tendered project.
- b) GNFC IT Division shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GNFC IT Division.
- c) Financial Bid: The financial bid of the technically qualified bidders only will be opened and financially L1 bidder will be decided from the sum total of prices for all line items considering Covetable Taxes in Gujarat.

5 INDEMNITY:

The Successful Bidder shall defend, indemnify, and hold harmless GNFC, its officers, employees, and agents ("Indemnified Parties") from and against any third party claims, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) any breach by the Successful Bidder of its representations, warranties, or obligations under this RFP/Agreement;
- (b) any negligent, fraudulent, or wilful act or omission of the Successful Bidder, its employees, subcontractors, or agents in the performance of the Contract;
- (c) any bodily injury, death, or damage to property caused by the Successful Bidder or its personnel;
- (d) any violation of applicable law or regulation by the Successful Bidder in connection with the performance of its obligations; or

- (e) any allegation that a product, software, or service supplied under this RFP/Agreement infringes the intellectual property rights of any third party in which case the Successful Bidder shall, at its sole cost, promptly: (i) modify the affected deliverable to render it non-infringing without material diminution in functionality; (ii) procure for GNFC the right to continue use; or (iii) if the Successful Bidder is unable to achieve either (i) or (ii) within a reasonable time, refund to GNFC the full amounts paid for the affected products or, in respect of services, the amounts paid corresponding to the unexpired portion of such services.

GNFC shall promptly notify the Successful Bidder of any claim for which indemnity is sought and provide reasonable cooperation in its defense, at the Successful Bidder's cost. The indemnity obligations under this Clause shall survive the expiry or termination of the Agreement.

6 LIMITATION OF LIABILITY:

GNFC's cumulative liability for its obligations under this Agreement shall not exceed the value of the charges payable by GNFC within the remaining duration of the Contract term from the day claim is raised, also GNFC shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

7 TERMINATION:

1. **Termination for Default:** GNFC may terminate this Agreement, in whole or in part, by written notice to the Successful Bidder upon occurrence of any of the following events of default:
 - (a) The Successful Bidder becomes subject to bankruptcy, insolvency, liquidation, winding-up, or receivership proceedings, or makes an assignment for the benefit of its creditors;
 - (b) the Successful Bidder engages in unauthorized or illegal use of connections, hardware, software, tools, or manpower dedicated to GNFC's project(s);
 - (c) the Successful Bidder fails to meet the minimum agreed Service Levels continuously for two consecutive quarters or as may be stated under the Service Order/Purchase Order/Work Order; or
 - (d) the Successful Bidder commits a material breach of any term of this RFP/Agreement and fails to remedy such breach within thirty (30) days of receipt of a written notice from GNFC specifying the breach and requiring its remedy.

In the case of events under (a) and (b), GNFC may terminate immediately upon written notice without any cure period. In the case of events under (c) and (d), GNFC shall provide

thirty (30) days' prior written notice, during which the Successful Bidder shall be afforded an opportunity to remedy the default.

2. **Termination for Convenience:** GNFC may terminate this Agreement, in whole or in part, at any time for convenience by providing thirty (30) days' prior written notice to the Successful Bidder, without any obligation to assign reasons therefor. In such event, GNFC shall pay the Successful Bidder for work satisfactorily performed and accepted up to the date of termination, and no further amounts shall be payable.

3. Upon issuance of a termination notice:

- (a) both parties shall continue to perform their respective obligations during the notice period;
- (b) the Successful Bidder shall immediately cease work to the extent specified in the termination notice and take all reasonable steps to mitigate costs and losses; and
- (c) the Successful Bidder shall, within fifteen (15) days of the termination date, return to GNFC all data, documents, materials, equipment, and assets belonging to GNFC or developed under this Agreement.

4. Consequences of Termination for Default:

- (a) GNFC shall be entitled to invoke and forfeit the Performance Bank Guarantee;
- (b) GNFC may recover from the Successful Bidder liquidated damages as provided under this Agreement, and may set off such amounts against any sums due to the Successful Bidder under this Agreement; and
- (c) The Successful Bidder shall remain liable for all obligations and liabilities accrued prior to the date of termination.

8 VENDOR/SUCCESSFUL BIDDER'S FAILURE TO COMPLY WITH INSTRUCTION:

Any loss or additional expenditure that GNFC may be required to incur on account of Vendor/Successful Bidder's failure to comply with any of the conditions contained in the Contract / Purchase Order/Work Order/Service Order shall be recovered from Vendor/Successful Bidder.

Similarly, any loss or additional expenditure that Vendor/Service Provider may be required to incur on account of failure to comply with any of the condition contained in the Contract / Purchase Order / Work Order / Service Order shall be to Vendor's account and GNFC, as a buyer/service recipient, will not be responsible to pay such expenses / losses.

9 DISQUALIFICATION:

Any Party/ Vendor/ Supplier/ Contractor having raised any dispute/ litigation/ Arbitration against/with the Company or having any past history of legal dispute with the Company or any existing legal dispute going on in any court of law by or against the Company, shall be liable to be disqualified from bidding/participating in the present tender OR any fresh/ amended tender inquiry that may be issued by the Company.

10 SUBMISSION OF STATEMENT OF ACCOUNTS:

In the event of award of Purchase Order/Work Order/Service Order having value more than 50,000/- (fifty thousand) or more, you will submit Statement of Accounts along with your final invoice, failing which the balance as per GNFC's books of accounts will be considered as final for all purposes including legal disputes.

11 DATA PROTECTION AND DATA PROCESSING:

The Service Provider shall, at all times during the term of this Agreement and thereafter, comply with the provisions of the Digital Personal Data Protection Act, 2023 ("DPDP Act") and all rules, regulations, and guidelines framed thereunder, as may be applicable to the nature of services rendered under this Agreement.

Where the performance of services under this Agreement involves access to, processing of, or dealing with any Personal Data (as defined under the DPDP Act), the Service Provider shall:

- process such Personal Data only for the purposes authorized by the Company and strictly in accordance with the Company's instructions;
- implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized access, disclosure, loss, or misuse;
- not disclose, transfer, or share Personal Data with any third party without the prior written consent of the Company; and
- Upon expiry or termination of this Agreement, return, delete, or destroy all Personal Data in its possession in the manner directed by the Company.

In the event of any actual or suspected Personal Data breach, the Service Provider shall notify the Company immediately and take all necessary steps to contain and mitigate such breach at its own cost.

The Company reserves the right to incorporate additional data protection obligations, commensurate with the nature and sensitivity of data involved, as a part of the specific agreement executed pursuant to this RFP.

12 DISPUTE RESOLUTION CLAUSE:

1. All disputes, differences, or claims of any nature whatsoever arising between the parties out of or in connection with this Purchase Order/Work Order/Service Agreement (hereinafter "Agreement"), including but not limited to disputes relating to:
 - the scope, execution, delivery, or performance of any works, services, or supply of goods under this Agreement;
 - interpretation, breach, termination, validity, or enforceability of this Agreement or any part thereof;
 - quality, quantity, specifications, or standards of services, goods, or deliverables;
 - payment, invoicing, deductions, penalties, or recovery of amounts under this Agreement;
 - rights, duties, and liabilities of the parties arising during or after the term of this Agreement; or
 - any act, omission, or default of either party in the performance of its obligations hereunder,

shall be addressed in accordance with the dispute resolution procedure set out herein.

2. Upon the occurrence of any dispute or difference, the aggrieved Party shall notify the other Party in writing, clearly setting out the nature and particulars of the dispute, within 30 (thirty) days of becoming aware of such dispute.

Upon receipt of such notice, the authorized representatives of both parties shall meet and endeavor to resolve the dispute through good-faith negotiations within 60 (sixty) days from the date of such written notice (or such extended period as mutually agreed in writing).

3. If the dispute remains unresolved at the end of the negotiation period referred to above, either party may invoke arbitration by issuing a written Notice of Arbitration to the other party.

The arbitration shall be conducted by a Sole Arbitrator, appointed as follows:

Both parties shall, by mutual consent, endeavor to agree upon and appoint a Sole Arbitrator within 30 (thirty) days from the date of the Notice of Arbitration. In the event the parties fail to mutually agree on the appointment of a Sole Arbitrator within the said period, either party may approach the Hon'ble High Court of Gujarat or any other competent authority under the Arbitration and Conciliation Act, 1996, for appointment of a Sole Arbitrator in accordance with the procedure prescribed thereunder.

The arbitration proceedings shall be conducted in the English language. The venue and seat of arbitration shall be Ahmedabad, Gujarat. The courts at Ahmedabad shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement, including any challenge to or enforcement of an arbitral award.

The arbitration shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996, including all amendments thereto and the rules framed thereunder. The substantive governing law of this Agreement shall be the laws of India.

4. Notwithstanding the existence of any dispute or the pendency of arbitration proceedings, the Vendor/Service Provider shall continue to perform its obligations under this Agreement without interruption, unless otherwise directed in writing by the Company. Failure to continue performance during dispute resolution proceedings may be treated as a material breach of this Agreement.

13 Other Terms and Conditions:

- a) The bid is non-transferable.
- b) All the information contained in these requisition specifications is the property of GNFC IT Division and these are not to be reproduced or disclosed to other parties in any manner without prior permission in writing from GNFC IT Division.
- c) It is very critical that the knowledge of the GNFC IT Division's facility is not misused / revealed by Bidder, Bidder's employees, and / or any entity associated with Bidder. This will be the Bidder's responsibility and violation to this shall have serious implications.
- d) All charges are to be absorbed by Bidder's organizations.
- e) Please refer attached GCC (General Conditions of Contract) & GCP (General Conditions of Purchase). All other terms & conditions not covered here are mentioned in these documents as well as in case of any dispute, GCC & GCP will prevail.

13.1 Proposal Evaluation Criteria:

A. PQ Criteria

Pre-Qualification criteria	Supporting Documents
a) The e-Bidder should be in the business of IT Software Licenses at least three years from the RFP date.	Business Registration Certificate or Company Incorporation Certificate, PAN Number, TAN, Service Tax registration, GST registration self-attested copy.
b) The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat.	The Bidder : Self-affidavit on Company letter head. And submit Copies of the Document
c) Affidavit mentioning that Bidder is not been blacklisted by any state Government, Central government, Tendering Authority, PSUs, Statutory, Autonomous, or Regulatory body within last three year.	
d) Bidder shall not have suffered bankruptcy/ insolvency during the last 5 years	
e) GST No and & HSN Code of items to be submitted by Vendor/Bidder	
f) Authorized signed and stamp of RFP	Bidder shall read this tender document carefully and shall upload/submit signed & stamped copy.

B. Technical evaluation: The technical bids of only those bidders qualifying in the PQ shall be opened. All Technical bids received from bidders will be evaluate by (n)Code's Tender evaluation Committee.

C. Financial Bid: The financial bid of the technically qualified bidders only will be opened and financially L1 bidder will be decided from the sum total of prices for all line items considering Covetable Taxes in Gujarat.

13.2 Disqualification

GNFC Limited reserves the right to cancel the tender without any reasons whatsoever. The bidder may be disqualified at any time during the bid process at the sole discretion of GNFC Limited for the following reasons:

The bidder shall be disqualified if;

- | | |
|----|--|
| a) | Submitted the Technical Document after the response deadline. |
| b) | Made missing or false representations or suppressed relevant information in the bid proposal (including documents, forms, statements, attachments, presentations, etc.) submitted as proof of the eligibility requirements or as part of their proposal. |
| c) | Failure in meeting any of the eligibility criteria as mentioned above. |
| d) | Failed to provide clarifications, non-responsive and/or substantive responses, when sought. |
| e) | Any other reason, which in the opinion of (n)Code Solutions, the bidder does not meet the capabilities for performing the task as laid out in the tender. |
| f) | A record of poor performance with GNFC / (n)Code (or any their customers) such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. |

13.3 Performance Bank Guarantee

Not Applicable

14 Technical Detail and Scope:

14.1 Technical details:

- Product : Microsoft SQL Server
- License Type : Perpetual License
- Deployment Type : On-Premises
- Licensing Model : Core-based Licensing
- Edition Required : SQL Server Standard
- Version : Latest available stable version
- Language : English
- Supply : Microsoft Website / Portal Access

14.2 Technical Scope of work, Terms and Conditions:

The details of technical Scope, Terms and Conditions are as per the following table. Bidder has to provide his response against each item.

Technical Scope, Terms and Conditions – Acceptance

Sr. No.	Description	Acceptance (Yes/No/with deviations)	Deviations (if any)
1	The bidder shall Supply genuine and perpetual Microsoft SQL Server licenses with required media/access, activation keys, and support documentation.		
2	Bidder to propose Licenses must be: <ul style="list-style-type: none"> • New and unused • Genuine Microsoft licenses • Transferable to customer ownership • Perpetual in nature with lifetime usage rights • License activation and entitlement details must be provided. 		
3	The solution should support: <ul style="list-style-type: none"> • Windows Server environment • Virtualized and physical deployment • Integration with existing Microsoft infrastructure • Backup and disaster recovery compatibility 		
4	Support & Subscription <ul style="list-style-type: none"> • Software Assurance / Support subscription (if required) should be clearly mentioned separately. • Subscription/support period should start only after successful installation/commissioning or project completion. 		
5	Deliverables Bidder shall provide: <ul style="list-style-type: none"> • License certificate/document • Product keys and activation details • Installation media/download access • Technical support contact details 		
6	Warranty & Support <ul style="list-style-type: none"> • Standard OEM warranty/support • Assistance during installation and activation • Resolution support for licensing-related issues 		
7	Bidder shall read this tender document carefully and shall upload/submit signed & stamped copy.		
8	Acceptance shall be based on: <ul style="list-style-type: none"> • Successful delivery of genuine licenses on Microsoft Portal • Validation of activation and entitlement • Submission of all required documents 		
9	The license/authorization provided by the bidder must be verifiable on the respective OEM portal.		

10	Termination of Contract: GNFC IT Division reserves the right to terminate the contract by giving one month notice and forfeit any or all amount due / may become due to the contractor including security deposit. In case of failure on the part of contractor to carry out or discharge all or any work/s or obligation/s, to be carried out by the contractor as per terms and conditions of contract.		
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14.3 Technical Specifications

The required technical_Specifications are as per the above table. Bidder has to provide its response against each item

14.4 Commercial Scope, Terms & Conditions:

The details Scope, Terms and Conditions are as per the following table. Bidder has to provide his response against each item.

Commercial Scope, Terms and Conditions – Acceptance

Sr. No.	Description	Acceptance (Yes/No/with deviations)	Deviations (if any)
1	Scope The scope of Support shall be in total conformity with requirement of the technical specifications including deviations, if any, agreed & accepted by GNFC IT Division.		
2	Prices Prices shall be FIRM and without any escalation, whatsoever during the entire order execution period. Prices shall be based on delivery at GNFC IT Division Offices.		
3	Taxes All applicable taxes, duties, etc. are to be included in the bid. Any change in rate of taxation announced by the Government of India or state government during the prevalence of the contract shall be paid/ deducted appropriately upon production of proof.		
4	Delivery All items listed in the Bill of Materials (BOM) shall be delivered within a period of 3-6 weeks from the effective date of date of confirmed LOI/PO. Delivery date shall be start post acceptance certificate with authorized signature.		

5	Payment Terms Payments will be made as per the schedule. All the payments will be released by NEFT/RTGS only.		
6	Validity of the offer Validity of the offer shall be 90 days from the date of Bid Closing.		
7	GCC Over and above the mentioned scope, terms and conditions, GNFC GCC (General Conditions of Contract) will be applicable		

14.5 Area of operation / Scope of Work:

Not Applicable

15 Project Timeline, Payment Schedule, SLA & Penalties:

15.1 Project Timelines:

AMC Support: Support shall be start from the date of Installation/Commission. Licenses is to be deliver at GNFC IT Division Office at Ahmedabad /Gandhinagar.

15.2 Payment Schedule:

a) No advance payment will be made on award of the contract.

Sr.	Stage	% of the total order value	Remarks
1	Installation, Configuration and Testing of entire setup	100% of the total Order Value	This will be done within 30 days against: 1. Receipt of the Invoice for the same. 2. The license/authorization provided by the bidder must be verifiable on the respective OEM portal.

15.3 SLA (Service Level Agreement):

Not Applicable

15.4 Service Categories / Penalties:

Delay in Delivery related penalty:

All items listed in the Bill of Materials (BOM) shall be covered under AMC support of the OEM as per agreed terms and conditions.

In the event of a delay in delivery, a penalty of 1% of the total contract value per week or part thereof shall be imposed, subject to a maximum of 5% of the total contract value.

If the delay exceeds the period corresponding to the maximum penalty (i.e., beyond 5%), GNFC reserves the right to terminate the contract without further notice. In such a case, GNFC shall also have the right to procure the required products and/or services from alternative sources at the risk and cost of the Vendor, and any additional expenditure incurred shall be recoverable from the Vendor.

16 Annexures:

Annexure –1: Price Bid Format

Bill of Material

Software Components							
Sr. No.	Item Description	Qty.	Unit price (in Rs.) (E)	Total Basic cost [F=E*(C)]	Type of Tax	Tax In (Rs.) (G)	Total with Tax (Rs.) (H=F+G)
		(C)					
1	SQL Server 2025 Standard Core -2 Core License Pack	6					
Total							

Annexure-2: GCC:

- **General Condition of Contract (GCC)**
 - **General Condition of Purchase (GCP)**
- Enclosed separately

Annexure –3: NDA (Non-Disclosure Agreement):

Not Applicable

Annexure – 4: PBG (Performance Bank Guarantee):

Not Applicable