Small Industries Development Bank of India

Request for Proposal

For

Renewal of support for
Symantec Software licenses

Tender No. : 400/2014/959/BYO/ITV Dated: July 24, 2013

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

MSME Development Center, C-11, 'G' Block,

Bandra Kurla Complex, Bandra (E), Mumbai - 400 059

SIDBI

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Annexure - I

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Invitation to Bid

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1. Introduction and Requirement:

SIDBI is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. It has Head Office at Lucknow, Regional Offices at Chennai, Kolkata, Lucknow, Mumbai and New Delhi, 15 Regional Office at various locations spread all over India.

SIDBI is having its Data Center at Mumbai Head office with blend of Intel, Linux, HP Unix and IBM AIX RISC servers. SIDBI has implemented has Enterprise Backup Solution (EBS) using Symantec Veritas Netbackup DataCenter (currently V7.0) software solution in the Data Center. SIDBI is in the process of renewing software support services for the following Symantec software licenses:

S No.	Item Description	Renewal SKU No.	Qty.	Support Renewal Period
1	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	TWN2XZZ0-ER1ES	11	
2	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	TWN2XZZ0-ER1ES	3	
3	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	ZCKFU1Z0-ER1ES	2	
4	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 WIN/LNX/SOLX64 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	ZCKFC1Z0-ER1ES	2	
5	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	PVXBXZZ0-ER1ES	2	14/08/2013 to 13/08/2014
6	SYMC NETBACKUP ENTERPRISE SERVER 7.5 WIN/LNX/SOLX64 1 SERVER TIER 2 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	MQPKC2Z0-ER1ES	1	
7	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	TWN2XZZ0-ER1ES	22	
8	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	TWN2XZZ0-ER1ES	5	
9	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	PVXBXZZ0-ER1ES	2	
10	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	ZCKFU1Z0-ER1ES	2	
11	SYMC ENDPOINT PROTECTION 12.1 PER USER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND F	0E7IOZZ0-ER1EF	1000	
12	SYMC ENDPOINT PROTECTION 12.1 PER USER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND F	0E7IOZZ0-ER1EF	50	
	Total No. of Licenses		1102	

Accordingly, proposals are invited from the eligible vendors for the renewal of ATS as per **para 3 (scope of Work) of Annexure II**.

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in annexures attached.

2. **Biding Information:**

Purpose	**Renewal of support for Symantec S/w licenses.**
EMD	**₹30,000/-** [to be submitted in form of demand draft/ pay order in favour of SIDBI payable at Mumbai or in the form of a Bank Guarantee (BG) from a commercial bank as per format prescribed in **Annexure –VII**, along with Pre-qualification].
Last Date of Submission of Bids.	**August 06, 2013 by 3:30 pm**
Clarifications.	Clarifications, if any, may be asked in writing through mail **not later than August 01, 2013 by 5:00 pm**.
Bid Validity	**03 months** from the date of submission of bids. i.e. **till November 05, 2013**.
Address for submittion of Bids	DY. GENERAL MANAGER (SYSTEMS) SIDBI, MSME DEVELOPMENT CENTER PLOT NO.C-11, '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. 400/2014/959/BYO/ITV dated July 24, 2013 – Pre-qualification Bid"**) containing: 1. Forwarding letter as per format given **in Annexure V**. 2. Demand Draft/ Pay Order/ BG towards Earnest Money Deposit (EMD). 3. Pre-Qualification as per format given in **Annexure III**. 4. Letter of authorisation from Symantec. 5. Bank Mandate Form as per format given in **Annexure VI.** **2nd Envelope:** (Superscribing **"Tender No. 400/2014/959/BYO/ITV dated July 24, 2013 - Commercial Bid"**) containing: 1. Commercial bid as per format given in **Annexure IV**.
Date of opening of Pre-qualification Bids	**August 06, 2013 at 4:00 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	SIDBI, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra(East), Mumbai - 400 051

Name (S/Sh.)	Designation	Phone	Fax	E-mail
Anand K Yadav	Mgr (ITV)	67531371	67531236	akyadav@sidbi.in
Narender Kumar	AGM (ITV)	67531259	67531236	narender@sidbi.in
Sanjay Kumar Srivastava	DGM (ITV)	67531229	67531236	ssrivastav@sidbi.in

3. INSTRUCTION TO BIDDERS

a. Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

b. Any clarification to be sought by the bidders should be done on or before the stipulated date.

c. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

d. All prospective Bidders that have received the Bidding Document will be notified of the amendment in writing, by fax or E-mail and the said amendments will be binding on them.

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

f. In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids SIDBI may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted

g. It would be the responsibility of the Bidder's representative (only one person per vendor) to be present at the venue of opening of Bids.

h. The envelopes should clearly indicate the Name and Address of the Vendor. All pages of the bid are to be signed and numbered as **Page ---(page) of --(total pages)** and the page numbers should be running across the compelete bid document and not section wise.

i. The bidder shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.

j. Deviations, if any, to the terms of the Rfp should be annexed separately to the pre-qualification bid.

k. **BID VALIDITY**:

The period of bid validity shall be binding on the bidder, as SIDBI may place the purchase order (PO) at any stage on or before the expiry of the bid validity date. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

l. **Modification And/ Or Withdrawal of Bids**:

Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No bidder shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / nondelivery of the bid documents due to any reason whatsoever.

4. TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:

a. The tender methodology proposed to be adopted by SIDBI will be **"TWO BID SYSTEM"** i.e., Pre-qualification Bid and Commercial Bid.

b. Bid evaluation shall be done in two phases. **In first phase** only the 1st envelope will be opened in the presence of the representatives of the bidders. Evaluation of pre-qualification bids shall be done with respect to terms and conditions defined in the tender. Based on the pre-qualification evaluation, bidders will be short listed for opening of the commercial bids.

c. **In second phase**, 2nd envelope containing commercial bids of the bidders short listed in the first phase shall be opened in the presence of the bidder's representative. Date and time of opening of the commercial bids shall be advised only to the bidders shortlisted in the first phase of evaluation, through fax/ mail/ phone.

d. SIDBI will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the **LOWEST (L1) COMMERCIAL BID**.

e. The Bank, on the request of the bidders may furnish the reasons for rejecting tender.

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Terms and Conditions

1. **DEFINITIONS:**

   In this Contract, the following terms shall be interpreted as indicated:

   1.1. "The Bank " means Small Industries Development Bank Of India (SIDBI);

   1.2. "The Contract" means the agreement entered into between the Bank, 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;

   1.3. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

   1.4. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank under the Contract;

   1.5. "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;

   1.6. "TCC" means the Terms and Conditions of Contract contained in this section;

   1.7. The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and

   1.8. "The Project Site" means various Head Office/Branches/Administrative offices of Small industries Development Bank of India.

2. **RESPONSIVE BIDS**: Bids conforming to the following essential requirements shall be considered as responsive:

   2.1. Bids submitted at the precribed address on or before the stipulated date and time.

   2.2. Bids accompanied with following documents:

   2.2.1. Forwarding letter
   2.2.2. Authorisation letter from Symantec.
   2.2.3. DD/ Pay Order/ BG towards the EMD.
   2.2.4. Duly filled and signed Pre-qualification Bid in prescribed format [**Annexure III**].
   2.2.5. Duly filled and signed Commerical Bid in prescribed format [**Annexure IV**].
   2.2.6. Duly filled and signed Bank Mandate Form in prescribed format [**Annexure VI**]

3. **MINIMUM ELIGIBILITY CRITERIA / PRE-QUALIFICATION CRITERIA**:

   The bidder:

   3.1. Should be a registered company.

   3.2. Should be Authorised re-seller/ Partner of Symantec. (fact to be supported by Symantec's authorisation letter).

4. **SCOPE OF WORK:** Following would be the scope of work under the contract.

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4.1. Renewal of support with Symantec for following licenses for the period as indicated:

S No.	License Description	Renewal SKU No.	Qty.	Support Expiring/ expired on	Support renewal period
1	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	TWN2XZZ0-ER1ES	11		
2	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	TWN2XZZ0-ER1ES	3		
3	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	ZCKFU1Z0-ER1ES	2		
4	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 WIN/LNX/SOLX64 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	ZCKFC1Z0-ER1ES	2		
5	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	PVXBXZZ0-ER1ES	2		
6	SYMC NETBACKUP ENTERPRISE SERVER 7.5 WIN/LNX/SOLX64 1 SERVER TIER 2 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	MQPKC2Z0-ER1ES	1	31/08/2013	14/08/2013 to 13/08/2014
7	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	TWN2XZZ0-ER1ES	22		
8	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	TWN2XZZ0-ER1ES	5		
9	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	PVXBXZZ0-ER1ES	2		
10	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	ZCKFU1Z0-ER1ES	2		
11	SYMC ENDPOINT PROTECTION 12.1 PER USER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND F	0E7IOZZ0-ER1EF	1000		
12	SYMC ENDPOINT PROTECTION 12.1 PER USER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND F	0E7IOZZ0-ER1EF	50		
Total No. of Licenses			**1102**		

4.2. Submission of the renewal certificate(s) in **physical or electronic** from Symantec.

5. **PRICE:**

5.1. Prices quoted by the bidders should include all local taxes, Sales tax, VAT, duties, levies and transportation costs etc.

5.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/ tax structure, changes in costs related to the materials and labour or other components or for any other reason.

5.3. **The prices quoted shall be valid for the entire period of the bid validity i.e. till November 05, 2013.**

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5.4. Octroi, if applicable, will be paid as at actual, on submission of original receipts in the name of SIDBI.

5.5. Further, subsequent to the orders being placed/ agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.

5.6. SIDBI will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 any other road permit, if required, on behalf of SIDBI.

6. **TERMS OF DELIVERY:**

6.1. Vendor shall ensure to lodge the order for renewal with prime vendor Symantec well in time **so that the support is renewed for the desired period, w.e.f. August 14, 2013**.

6.2. The details of shipping and/ or other documents to be furnished by the vendor are specified hereunder.

6.2.1. Original copy of Licenses certificate issued by Symantec in SIDIB's name.

7. **TERMS OF PAYMENT:** SIDBI's standard payment terms are as under:

7.1. 100% payment after the submission of proof of renewal for all the licenses for the period as indicated above, in the name of '**Small Industries Development Bank of India**'**.**

7.2. All the payments including refund of EMD will be made by SIDBI 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 – VI**. In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again.

7.3. At the time of claiming the payments including refund of EMD, vendor will be required to confirm in writing the bank a/c and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.

7.4. Vendor will be required to furnish the documentary proof of renewal of software support as per scope of work.

7.5. Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.

7.6. The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

7.7. TDS, if any, will be deducted while releasing the payment.

7.8. All Payments will be made to the Bidder in Indian Rupee only.

8. **PENALTY FOR DEFAULT IN SERVICES:** 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 SIDBI shall not be liable to pay any charges to the vendor over and above the order value. In case the support is not renewed within **five weeks** from the date of order, SIDBI reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited.

9. **EARNEST MONEY DEPOSIT:**

   9.1. All the responses must be accompanied by a refundable **interest free security deposit** of an amount as mentioned at para 2 (Bid Information).

   9.2. EMD should be in the form of Demand Draft / Banker's Cheque in favour of "**Small Industries Development Bank of India**" payable at Mumbai or in the form of a bank guarantee (BG) from a commercial bank strictly in the format as prescribed in **Annexure - VII**. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

   9.3. In case the EMD is submitted in the form of a BG, the same should be valid till the date of bid validity i.e. till **November 05, 2013** with claim period one month beyond the BG validity i.e. upto **December 05, 2013**.

   9.4. Request for exemption from EMD will not be entertained.

   9.5. The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events, **which ever is earlier**:

   9.5.1. Issue of Purchase Order to the successful bidder.

   <div align="center">**OR**</div>

   9.5.2. The end of the bid validity period, including extended period (if any),

   9.6. Successful Bidder will be refunded the EMD amount/ BG along with the payment towards the renewal.

   9.7. The bid security may be forfeited:

   9.7.1. If a Bidder withdraws its bids during the period of bid validity.

   9.7.2. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

   9.7.3. In case of successful Bidder, if the Bidder fails to accept the order/ sign the contract within the stipulated time or fails to furnish performance guarantee.

10. **MSME STATUS:**

   10.1.Bidders in the their proposals are required to indicate their MSME status as per the following definition:

Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)
Micro	Up to ₹25 lakh	Up to ₹10 lakh
Small	Upto ₹500 lakh	Upto ₹200 lakh
Medium	Upto ₹1000 lakh	Upto ₹500 lakh

11. USE OF CONTRACT DOCUMENTS AND INFORMATION:

11.1. The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

11.2. The Supplier will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

12. SUBCONTRACTS:

12.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract except with the Bank's prior written consent.

12.2. The Supplier shall notify and obtain concurrence from the Bank in writing of all subcontracts/ Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

12.3. Subcontracts / Franchisees must comply with the provisions of TCC.

13. APPLICABLE LAWS:

13.1. The Contract shall be interpreted in accordance with the laws prevalent in India.

13.2. **COMPLIANCE WITH ALL APPLICABLE LAWS:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

13.3. **COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES**: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

14. PATENT RIGHTS:

14.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

15. FORCE MAJEURE:

15.1. 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.

15.2. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. RESOLUTION OF DISPUTES:

16.1. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFP and the breach that may result.

16.2. In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

16.3. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

16.4. 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;

16.5. Not withstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

16.6. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

16.7. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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ANNEXURE - III

Format – Pre-Qualification

1. **Minimum eligibility criteria :**

   Vendor should be authorised re-seller/ partner / business associate of Symantec for providing ATS renewal services. <u>A copy of authorisation letter from Symantec should be enclosed with the proposal.</u>

   Note: Authorization of vendor by Symantec should be valid at least till the bid validity period.

2. **Details to be Furnished:**

   a. Name of the Company　　　: _____

   b. Number of Years in the field of renewing/ delivering ATS services: _____

   c. MSME Status as per the definition at para 10 of the RfP *<tick appropriate>*:

   　　　Company **does not qualify** the status of MSME.

   　　　Company **does qualify** the MSME status. Relevant document is attached herewith. *<please attach MSME registration certificate or a certificate from Chartered Accountant>*.

   d. Type of tie-up with Symantec : _____

   e. Bank Mandate Form:　**i. Already Submitted with SIDBI　　ii. Being submitted herewith**
   (please tick appropriate option as the case may be)

   f. Vendor's Bank Account Details as in Bank Mandate Form :

S.N.	Bank Name and Branch	Account Type / No.	IFSC Code

   g. Details of Symantec Account Manager for SIDBI with following details :

   　　i. Name of Account Manager for SIDBI at Symantec: _____

   　　ii. Toll Free Number of Symantec for support related issues: _____

   　　iii. FAX Number of Symantec for support related issues: _____

   　　iv. E-mail ids of Symantec to send support related queries:_____

   h. List of existing two customers for whom the vendor has provided similar services with following details :

S.N.	Name of the customer	Address	Contact Person Name and Phone No.

   i. ny other related information, not mentioned above, which the vendor wish to furnish.

   j. Any Deviation from General Terms & Conditions, which vendor wish to furnish.

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ANNEXURE IV

Commercial Bid Format
(To be submitted on Vendor's letter head)
FORMAT – COMMERCIAL BID

[Amt in ₹]

S No	Item Description	Period of support	Ref./ Part No.	Qty. [a]	Unit Price, incl of all taxes [b]	Total Price incl. of tax [c=axb]	Octroi, if any
1	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		TWN2XZZ0-ER1ES	11			
2	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		TWN2XZZ0-ER1ES	3			
3	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		ZCKFU1Z0-ER1ES	2			
4	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 WIN/LNX/SOLX64 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		ZCKFC1Z0-ER1ES	2			
5	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	**14/08/2013 to 13/08/2014**	PVXBXZZ0-ER1ES	2			
6	SYMC NETBACKUP ENTERPRISE SERVER 7.5 WIN/LNX/SOLX64 1 SERVER TIER 2 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		MQPKC2Z0-ER1ES	1			
7	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		TWN2XZZ0-ER1ES	22			
8	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		TWN2XZZ0-ER1ES	5			
9	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		PVXBXZZ0-ER1ES	2			
10	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		ZCKFU1Z0-ER1ES	2			
11	SYMC ENDPOINT PROTECTION 12.1 PER USER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND F		0E7IOZZ0-ER1EF	1000			
12	SYMC ENDPOINT PROTECTION 12.1 PER USER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND F		0E7IOZZ0-ER1EF	50			
Total Cost of renewal, incl. of all taxes				1102			

Note:

1. Taxes should include Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, insurance charges etc.

2. Octori, if any, will be payable extra on the actuals after submission of invoice and proof of payment.

3. No terms and conditions should be stipulated in the Commercial bid, which is meant only for the quotation of offer price/ rate.

4. **<u>Prices quoted above shall be valid throughout the bid validity period</u>.**

5. Prices shall be in conformity to the scope of the work.

Organization :

Name :

Designation :

Signature with seal :

Date :

Place :

<div align="center">********</div>

Renewal of support for Symantec S/w licences
RfP No. 400/2014/959/BYO/ITV dtd. July 24, 2013

SIDBI

Annexure - V

Forwarding Letter

(To be submitted on Vendor's letter head)

To:

The Dy. General Manager (ITV)
SIDBI
3rd Floor, MSME Development Center
C-11, 'G' Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Dear Sir,

Your Tender No.: 400/2014/959/BYO/ITV dated: July 24, 2013

This is with reference to your above mentioned tender for the renewal of support services for Symantec s/w licenses. Having examined the tender document, we hereby submit our proposal along with the necessary documents.

Further, we agree to abide by all the terms and conditions as mentioned in **Annexure II** of the tender document.

Date:...../...../2013

Authorised Signatory:

Name:

Designation:

Phone:

Email:

****

SIDBI

Annexure - VI

BANK MANDATE FORM
(To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier : _____

   _____

   Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier : _____

   _____

   _____

   City _____ Pin Code _____

   E-mail id:_____

   Phone No. with STD code:_____

   Mobile No.:_____

   Permanent Account Number _____

   MSE Registration / CA Certificate _____
   (if applicable)

3. **Particulars of Bank account:**

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		

(Code number appearing on the MICR[1] cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)

IFSC CODE[2]	For RTGS transfer		For NEFT transfer	

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place   :   _____

Date   :   _____

Signature of the party / Authorized Signatory
……
Certified that particulars furnished above are correct as per our records.

Bank's stamp   :

Date   :

(Signature of the Authorized Official from the Banks)

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 banks 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.

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Annexure –VII

EMD / PERFORMACE SECURITY FORM

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS ……………………………………………….. (Name of Vendor) (hereinafter called the 'the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) No. **400/2014/959/BYO/ITV dated July 24, 2013** for the renewal of support services for Symantec S/w licenses (description of Products and Services) (herein after called the 'the RFP") to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we ----------------Bank having its registered office at ----- and inter alia a branch office situate at ------- have agreed to give a performance guarantee in lieu of EMD of ₹ --------- (Rs. ------------------ only) on behalf of the Vendor .

We **------------------Bank** further undertake not to revoke and make ineffective the guarantee during it's currency except with the previous consent of the buyer in writing.

We ------ Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding ₹ ---------- (--------- only) by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

 WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding ₹……………/-. (Rupees ………………………….. …only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹……………/-. (Rupees ………………………….… only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

(i)   any time or waiver granted to the vendor;

(ii)   the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;

(iii)   any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

(iv)   any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

(v)   any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;

(vi)   any change in constitution of the vendor;

(vii)   any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the ……….. day of <**validity date**> and a claim in writing is required to be presented to us within one months from <**validity date**> i.e. on or before <**claim period**> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

…………………………………………………..

Date………………………………………………….

Address …………………………………………………

…………………………………………………………

…………………………………………………………

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