



भारतीय लघु उद्योग विकास बैंक

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

वेरिटास साफ्टवेयर अनुग्याप्तियों के लिए

वार्षिक तकनीकी सहयोग का नवीकरण

Request for Proposal For

Renewal of Annual Technical Support (ATS) for
Veritas Software Licences

इस निविदा दस्तावेज के अनुक्रम में बोलीकर्ता द्वारा उपलब्ध कराई गई सूचना को सिडबी की संपत्ति माना जाएगा और इसे वापस नहीं किया जाएगा। सिडबी के पास इस निविदा दस्तावेज को संशोधित करने, निरस्त करने अथवा उसे पुनःजारी करने का अधिकार सुरक्षित रहेगा। साथ ही, बोलीकर्ताओं को सभी संशोधनों के संबंध में सूचित किया जाएगा और ऐसे सभी संशोधन उन पर बाध्यकारी होंगे।

THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF SIDBI AND WILL NOT BE RETURNED. SIDBI RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM.

यह दस्तावेज सिडबी द्वारा सिटीक्स सॉल्यूशंस एडवांटेज (सी एस ए) प्राप्त करने हेतु सॉफ्टवेयर सहयोग के नवीनीकरण के लिए तैयार किया गया है। इसका पुनःप्रयोग अथवा नकल नहीं किया जाना चाहिए या आंशिक रूप से या पूरी तरह से, दोनों में से किसी भी रूप में उसका प्रयोग नहीं किया जाना चाहिए।

THIS DOCUMENT IS PREPARED BY SIDBI FOR THE RENEWAL OF ATS FOR VERITAS S/W LICENSES. IT SHOULD NOT BE REUSED OR COPIED OR USED EITHER PARTIALLY OR FULLY IN ANY FORM.

टेंडर सं. / Tender No.	400/2016/1110//BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	जुलाई 10, 2015 / July 10, 2015
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	जुलाई 24, 2015 / July 24, 2015, 3:30
अहर्ता-पूर्व बोलियाँ खोलने की तिथि / Date of opening of Pre-Qualification Bids	जुलाई 24, 2015 / July 24, 2015, 4:00pm
बयाना जमा राशि / Earnest Money Deposit	₹ 20,000/-
टेंडर मूल्य / Tender Cost	Nil

भारतीय लघु उद्योग विकास बैंक

एमएसएमई विकास केंद्र, सी-11, जी ब्लॉक

बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा(पूर्व) मुंबई-400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

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

Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

Bidding Information:

Tender Reference	400/2016/1110/BYO/ITV dated जुलाई /July 10, 2015
प्रयोजन / Purpose	14/08/2015 – 13/08/2016 के अवधि के लिए सिमंटेक सॉफ्टवेयर अनुज्ञप्तियों के वार्षिक सॉफ्टवेयर सहयोग का नवीकरण Renewal of Annual support for Veritas S/w licenses for the period from 14/08/2015 – 13/08/2016
आर.एफ. पि के मूल्य /Cost of RfP	शून्य / Nil
बयाना जमा राशि /Earnest Money Deposit (EMD)	₹ 20,000/- का माँग ड्राफ्ट/ भुगतान आदेश या पूर्व-अर्हता के साथ संलग्नक-V, में दिए गए निर्धारित प्ररूप में वाणिज्यिक बैंक की बैंक गारंटी(बीजी) सिडबी के पक्ष में, मुंबई पर देय, भेजा जानी है। ₹ 20,000/- [Rupees Twenty Thousand only, to be submitted in form of demand draft/pay order/ banker's cheque 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 –V, along with Minimum Eligibility bid]. Bids submitted without EMD shall not be considered.)
लिफाफों की सं. No. Of Envelopes (गैर विंडो, मुहरबंद) Non window, sealed)	02 (दो) गैर विंडो वाले मुहरबंद लिफाफे 02 (Two), Non-window sealed with: पहला लिफाफा / 1 st Envelope: (जिस पर दिनांक जुलाई 10, 2015 का निविदा सं 400/2016/1110/ बीवाईओ/आईटीवी- का पूर्व-अर्हता बोली अंकित होनी चाहिए, जिसके साथ Superscribing “Tender No. 400/2016/1110 /BYO/ITV dated July 10, 2015 – Pre-qualification Bid”) containing: 1. संलग्नक I में दिए प्ररूप के अनुसार प्रेषण पत्र Forwarding letter as per format given in Annexure I. 2. माँग ड्राफ्ट/ भुगतान आदेश / बयाना जमा राशि के प्रति बैंक गारंटी Demand Draft/ Pay Order/ BG towards Earnest Money Deposit (EMD) as per Annex-V. 3. संलग्नक II में दिए गए प्ररूप के अनुसार पूर्व-अर्हता Pre-Qualification as per format given in Annex II. 4. ऑरैकल का अधिकार पत्र Letter of authorisation from Veritas. 5. संलग्नक IV में दिए गए बैंक अधिदेश प्ररूप के अनुसार / Bank Mandate Form as per format given in Annex IV. 6. Declaration Regarding Clean Track Record as per format given at Annex - VI.

	<p>7. Signed Integrity Pact as per format given at Annex-VII <u>दूसरा लिफाफा / 2nd Envelope:</u> (जिस पर जुलाई 10, 2015 का निविदा सं 400/2016/1110/ बीवाईओ/आईटीवी- का वाणिज्यिक बोली" अंकित होना चाहिए) और जिसमें संलग्नक III में दिए गए प्ररूप के अनुसार वाणिज्यिक बोली Superscribing "Tender No. 400/2016/1110 /BYO/ITV dated July 10, 2015 - Commercial Bid") containing: 1.Commercial bid as per format given in Annexure III.</p>			
बोलियाँ भेजने की अंतिम तिथि/Last Date of Submission of Bids	जुलाई 24, 2015 को सायं 3:30 बजे तक July 24, 2015 by 3:30 pm			
स्पष्टीकरण माँगने की अंतिम तिथि / Last Date for seeking clarifications, if any	जुलाई 17, 2015 को सायं 5:00 बजे तक July 17, 2015 by 5 :00 pm			
बोली की वैधता /Bid Validity, till	बोलियाँ भेजने की तिथि से 03 माह तक अर्थात अक्टूबर 23, 2015 तक 3 months from the date of bid submission i.e. October 23 , 2015.			
बोलियाँ भेजने के लिए पता /Address for submission of Bids	THE GENERAL MANAGER (SYSTEMS) SIDBI, MSME DEVELOPMENT CENTER PLOT NO.C-11, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST) MUMBAI - 400 051			
अहर्ता-पूर्व बोलियाँ खोलने की तिथि Date of opening of Pre-qualification Bids	जुलाई 24, 2015, सायं 4 बजे July 24 , 2015 at 4:00 pm			
वाणिज्यिक बोलियाँ खोलने की तारीख Date and time of opening of Commercial Bids	वाणिज्य बोली बाद की तिथि में खोली जाएगी, जिसके बारे में केवल छाँटे गए बोलीकर्ताओं को सूचित किया जाएगा। Commercial bids would be opened at a later date which would be notified only to the short listed bidders..			
संपर्क विवरण /Contact Details	सिडबी एमएसएमई विकास केंद्र प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई-400051 SIDBI, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra(East), Mumbai-400 051 MUMBAI - 400 051			
नाम (श्री /सर्वश्री) Name (S/Sh.)	पदनाम Designation	फोन / Phone	फैक्स /Fax	ई-मेल E-mail
टी सुनन्दा/ T Sunanda	प्र(सिस्टमस) M (Systems)	67531295	67531236	sunanda@sidbi.in
सि.आर.सदगोबन S K Srivastav	उ.म.प्र(सिस्टम) DGM(Systems)	67531229		srivastav@sidbi.in

1. Introduction and Disclaimers

1.1. About SIDBI

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.

1.2. Purpose of RfP

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 Enterprise Backup Solution (EBS) using Veritas Veritas Netbackup DataCenter (currently V7.0) software solution in the Data Center. SIDBI is in the process of renewing the ATS for its different Veritas software licenses. Accordingly, proposals are invited from the eligible vendors for the renewal of ATS as per as per **para 2 (scope of Work) given hereunder.**

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

1.3. **Information Provided** : The RfP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers have carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

1.4. **Disclaimer** :Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

1.5. **Costs to be borne by Respondents** : All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations/ presentations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

1.6. **No Legal Relationship**: No binding legal relationship will exist between any of the Respondents and SIDBI until the issues of purchase order / execution of a contractual agreement.

1.7. Acceptance of Selection Process: Each Recipient having responded to this RfP acknowledges having read/understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

1.8. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document but not later than 10 (ten) working days prior to the due date for submission of bids.

1.9. Acceptance of Terms

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RfP.

2. Scope of Work: Following would be the scope of work under the contract.

Following would be the scope of work under the contract.

2.1 Renewal of ATS with Veritas for following product licenses is required for the period detailed as under. The current ATS is expiring on **13/08/2015**.

Sl. 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	TWN2XZZ0ER1ES	14	14/08/2015 to 13/08/2016
2	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	ZCKFU1Z0ER1ES	4	
3	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 WIN/LNX/SOLX64 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	ZCKFC1Z0ER1ES	2	
4	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	PVXBXZZ0ER1ES	4	
5	SYMC NETBACKUP ENTERPRISE SERVER 7.5 WIN/LNX/SOLX64 1 SERVER TIER 2 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	MQPKC2Z0ER1ES	1	
6	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	TWN2XZZ0ER1ES	27	
Total No. of Licenses			52	

2.2 Submission of the renewal certificate(s) from Veritas in physical or electronic form.

3. Pre-Qualification / Minimum Eligibility

The proposal should adhere to the following minimum eligibility criteria.

1. The bidder should be a registered company
2. The bidder should be a Support Partner / Business Associate of VERITAS and same should be supported by a authorisation letter from VERITAS.
3. The bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect by providing declaration as per the format at **Annexure-VI**.
4. The bidder has to submit signed Integrity Pact (IP) as per the format at **Annexure-VII**.
 - IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

4. RESPONSIVE BIDS:

Bids conforming to the following essential requirements shall be considered as responsive:

1. Bids submitted at the prescribed address on or before the stipulated date and time.
2. Bids accompanied with following documents:
 - Forwarding letter as per **Annexure – I**.
 - Duly filled and signed Pre-qualification Bid as per **Annexure – II**.
 - VERITAS authorisation certificate/ letter.
 - DD/Pay Order/BG towards the EMD.
 - Duly filled and signed Commerical Bid in prescribed format as per **Annexure–III**.
 - Bank Mandate Form along with a cancelled cheque leaf as per **Annexure-IV**.

5. निविदा कार्यप्रणाली, बोली मूल्यांकन और संविदा प्रदान करना

TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:

a. TENDER METHODOLOGY

The tender methodology proposed to be adopted by SIDBI will be “**TWO BID SYSTEM**” in which bidders have to submit following bids in separate envelopes at the time of submission of bids.

- **Pre-qualification Bid**
- **Commercial Bid.**

b. EVALUATION PROCESS

- i. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
- ii. Bid evaluation shall be done in two phases.
- iii. **First phase- Evaluation of Eligibility Criteria :-** In this phase, the Pre-qualification Bid will be opened in the presence of the representatives of the bidders.
 - Proposals not complying with the prescribed ‘**Minimum Eligibility Criteria**’ and not submitted as per the criteria given under “**Responsive Bids**” mentioned at para 3 and 4 above are liable to be rejected and will not be considered for further evaluation.
 - Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable

facts won't be considered as credentials towards satisfying eligibility criteria.

- Based on the pre-qualification evaluation, bidders will be shortlisted for opening of the '**Commercial Bids**' .

iv. Second phase- Commercial Evaluation: In this phase, the 2nd envelope containing commercial bid 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 mail/ phone.

a. The commercial bids should be submitted as per format prescribed by the Bank in the RFP. Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of the RfP, shall be declared as 'Non-responsive' and hence shall be rejected.

b. Arithmetic errors correction :*Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:*

1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
3. If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct
5. The bidders, for whom arithmetic corrections are warranted /required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.
6. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

c. Based on the cost quoted by the Bidders [Service Provider], the Bidders would be declared L1, L2, L3. The **L1** (Lowest (L1) CommerCial bid) bidder would be shortlisted based on the least cost quoted and whose bid has been determined to be substantially responsive.

d. The bidders must therefore nominate its authorized representative to be present during commercial evaluation.

c. AWARD OF CONTRACT :SIDBI will award the contract to the L1 bidder.

6. TERMS AND CONDITIONS

6.1 DEFINITIONS:

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

- 6.1.1 "The Bank " means Small Industries Development Bank Of India (SIDBI);
- 6.1.2 "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;
- 6.1.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 6.1.4 "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;
- 6.1.5 "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;
- 6.1.6 "TCC" means the Terms and Conditions of Contract contained in this section;
- 6.1.7 "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- 6.1.8 "The Project Site" means various Head Office/Branches/Administrative offices of Small industries Development Bank of India.

6.2 General

- 6.2.1 Bidders are advised to study all the instructions, forms, terms and specifications in this RfP and its **Annexures** 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. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
- 6.2.2 Any clarification to be sought by the bidders should be done on or before the stipulated date.
- 6.2.3 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 and it will be placed on the bank's website & Central Public Procurement Portal (CPPP) as corrigendum/ addendum for information of all prospective Bidders.
- 6.2.4 All prospective Bidders who 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.
- 6.2.5 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.
- 6.2.6 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

- 6.2.7 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.
- 6.2.8 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 complete bid document and not section wise.
- 6.2.9 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.
- 6.2.10 Deviations, if any, to the terms of the Rfp should be annexed separately to the pre-qualification bid.
- 6.2.11 **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.
- 6.2.12 **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.
- 6.2.13 Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
- 6.2.14 SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website and CPPP.
- 6.2.15 Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
- 6.2.16 Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
- 6.2.17 SIDBI reserves the right to change the required scope and ask for the revised bids or cancel the process without assigning any reasons.
- 6.2.18 The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations.
- 6.2.19 The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of work in accordance with the approved schedule and the steps being taken to remedy such a situation.

6.3 PRICE:

- 6.3.1 The Bidder is required to quote in Indian Rupees ('INR/₹'). Bids in currencies other than INR may not be considered.

- 6.3.2 Prices quoted by the bidders should include all local taxes, Sales tax, VAT, duties, levies and transportation costs etc.
- 6.3.3 Octroi, if applicable, will be paid as at actual, on submission of original receipts in the name of SIDBI.
It is the vendor responsibility to pay the applicable Octroi and claim the reimbursement along with the invoice.
- 6.3.4 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 labor or other components or for any other reason.
- 6.3.5 The prices quoted shall be valid for the entire period of the bid validity as specified in the critical information section, i.e. till July 28, 2015.
- 6.3.6 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. Similarly, any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI. Otherwise rates are firm during the entire contract period.
- 6.3.7 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.
- 6.3.8 In case 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.

6.4 TERMS OF DELIVERY:

- 6.4.1 Vendor shall ensure to lodge the order for renewal with prime vendor VERITAS well in time **so that the support is renewed for the desired period, w.e.f. August 14 , 2015** for all the licenses as indicated above in the table under 1.2
- 6.4.2 The details of shipping and/ or other documents to be furnished by the vendor are specified hereunder.
- 6.4.2.1 Original copy of Licenses certificate issued by Veritas in SIDBI's name.

6.5 TERMS OF PAYMENT:

- 6.5.1 SIDBI's standard payment terms are as under:
100% payment after the submission of proof of renewal for all the 2278 VERITAS S/w licenses for the desired period in the name of '**Small Industries Development Bank of India**'.
- 6.5.2 All the payments including refund of EMD will be made by SIDBI, Mumbai electronically through RTGS/ NEFT by crediting the same in bidder's bank a/c as per details furnished in the Bank Mandate Form as per format prescribed in Annexure – IV. 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.
- 6.5.3 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.

- 6.5.4 Octroi, if any, will be paid as at actual, only on the submission of original receipts in SIDBI's name.
- 6.5.5 Vendor will be required to furnish the documentary proof of delivery of renewal certificate in physical/ electronic form while claiming the payments.
- 6.5.6 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.
- 6.5.7 The Bidder must accept the payment terms proposed by the Bank. The commercial 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.
- 6.5.8 TDS, if any, will be deducted while releasing the payment
- 6.5.9 All Payments will be made to the Bidder in Indian Rupee only.

6.6 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.
- Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.

6.7 EARNEST MONEY DEPOSIT:

- 6.7.1 All the responses must be accompanied by a refundable **interest free security deposit** of an amount as mentioned under "EMD" head at Bidding Information.
- 6.7.2 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 - V. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 6.7.3 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 July 28, 2015~~ with claim period one month beyond the BG validity i.e. upto August 28, 2015.
- 6.7.4 Request for exemption from EMD will not be entertained.

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

6.7.5.1 Issue of Purchase Order to the successful bidder.

OR

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

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

6.7.7 The bid security may be forfeited:

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

6.7.7.2 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.

6.7.7.3 In case of successful Bidder, if the Bidder fails to accept the order/ sign the contract within the stipulated time.

6.8 BANK MANDATE FORM:

All the bidders are required to submit the duly filled-in **Bank Mandate Form** as per **Annexure-IV**, along with a cancelled cheque leaf. Please note that only the cancelled cheque leaf in original shall be accepted. No Xerox or scanned copies of the cancelled cheque leaf should be submitted.

If a bidder has already submitted the **Bank Mandate Form** in connection with some other transaction with the bank, besides confirming the bank details, the photo copy of the already submitted form may be enclosed.

6.9 Public Procurement Policy on Micro and Small Enterprises (MSEs)

6.9.1 SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.

6.9.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

6.9.3 Such MSEs would be entitled for exemption from payment of earnest money deposit.

6.9.4 Agencies/Bidders desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

6.9.5 The bidder to note that, splitting of order would not be applicable in this tender

6.10 USE OF CONTRACT DOCUMENTS AND INFORMATION:

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.

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.

6.11 SUBCONTRACTS:

- 6.11.1 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.
- 6.11.2 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.
- 6.11.3 Subcontracts / Franchisees must comply with the provisions of TCC.

6.12 APPLICABLE LAWS:

- 6.12.1 The Contract shall be interpreted in accordance with the laws prevalent in India.
- 6.12.2 **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.
- 6.12.3 **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.

6.13 PATENT RIGHTS:

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.

6.14 FORCE MAJEURE:

6.14.1 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.

6.14.2 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.

6.15 RESOLUTION OF DISPUTES:

6.15.1 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.

6.15.2 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.

6.15.3 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.

6.15.4 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;

6.15.5 Notwithstanding 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.

6.15.6 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.

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

ANNEXURE - I

FORWARDING LETTER
(To be submitted on Bidder's letter head)

To:

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

Dear Sir,

Your Tender No.:400/2016/1110/BYO/ITV dated July 10, 2015

We, the undersigned bidder, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Further, we agree to abide by all the terms and conditions as mentioned at para-5 of the above mentioned tender document. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

Date:...../...../2015

Authorised Signatory:

Name:

Designation:

Phone:

Email:

ANNEXURE - II

Format – Pre Qualification
(RfP No: 400/2016/1110/BYO/ITV dated July 10, 2015)

1	Name of the Bidder													
2	Address of the Bidder													
3	Corporate Identification No. of the bidder													
	Copy of Corporate Identification attached. (Y/N)													
4	Permanent Account Number (PAN).													
	Copy of PAN number to be attached. (Yes /No)													
5	Registration Number of Company													
	Copy of Registration Certificate attached. (Yes/No).													
6	Bank Mandate Form Status <tick appropriate>													
	<input type="checkbox"/> Already Submitted with SIDBI <input type="checkbox"/> Being submitted herewith as per format													
	Bank Account Details as in Bank Mandate Form:													
	<table border="1"> <thead> <tr> <th>S.N.</th> <th>Bank Name and Branch</th> <th>Account Type</th> <th>IFSC Code</th> <th>Account No.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		S.N.	Bank Name and Branch	Account Type	IFSC Code	Account No.							
S.N.	Bank Name and Branch	Account Type	IFSC Code	Account No.										
7	Name & Designation of the contact person to whom all references shall be made regarding this tender.													
	Telephone No.(with STD Code) & E-Mail of the contact person													
	Fax No. (with STD Code)													
	Company website													
8	DD/ Pay order for ` 20,000/- towards EMD attached. Following are the details:													
	DD/ Pay order/ BG No.	Date												
9	MSME Status <tick appropriate>													
	<input type="checkbox"/> Company does not qualify the status of MSE as per the following table.													
	<table border="1"> <thead> <tr> <th>Enterprise Category</th> <th>Manufacturing (Original Investment in P&M)</th> <th>Services (Original Investment in Equipment)</th> </tr> </thead> <tbody> <tr> <td>/Micro</td> <td>Up to ` 25 lakh</td> <td>Up to ` 10 lakh</td> </tr> <tr> <td>/ Small</td> <td>Upto ` 500 lakh</td> <td>Upto ` 200 lakh</td> </tr> <tr> <td>Medium</td> <td>Upto ` 1000 lakh</td> <td>Upto ` 500 lakh</td> </tr> </tbody> </table>		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
	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												
<input type="checkbox"/> Company does qualify the MSE status. Relevant document is attached herewith. <please attach MSE registration certificate or a certificate from Chartered Accountant> .														
<input type="checkbox"/> SC/ST														

10	Eligibility Criteria	
	VERITAS authorised Support Partner / Business Associate for providing renewal of Support services for VERITAS Software in India ? [Yes/ No]	
	Copy of authorisation letter from VERITAS attached. (Yes / No). Note: The authorisation certificate should be valid at least till the bid validity date.	
11	Declaration regarding Clean Track Record	
	Whether declaration regarding Clean Track Record as per Annexure – VI attached. (Yes / No)	
12	Details of Vendor Account Manager for SIDBI	
	Name of Vendor Account Manager for SIDBI.	
	Phone No. of Vendor Account Manger for SIDBI	
	E-mail ids of Vendor for any correspondence	
13	Details of VERITAS Account Manager for SIDBI	
	Name of Account Manager for SIDBI at Veritas	
	Phone No. of Account Manger for SIDBI at VERITAS	
	Toll Free Number of VERITAS for support related issues	
	E-mail ids of VERITAS to send support related queries	
14	Any other related information, not mentioned above, which the vendor wish to furnish.	
15	Any Deviation from General Terms & Conditions, which vendor wish to furnish	
16	The signed Integrity Pact attached. (Yes / No).	

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure - III

Commercial Bid - Renewal of ATS for VERITAS S/w Licenses

For the period from 14/08/2015 to 13/08/2016

S No	Item Description	Period of support	Ref./ Part No.	Qty.	Unit Price, incl of all taxes	Total Price incl. of tax
				[a]	[b]	[c=axb]
1	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S	14/08/2015 to 13/08/2016	TWN2XZZ0ER1ES	14		
2	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 UNX 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		ZCKFU1Z0ER1ES	4		
3	SYMC NETBACKUP CLIENT APPLICATION AND DATABASE PACK 7.5 WIN/LNX/SOLX64 1 SERVER TIER 1 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		ZCKFC1Z0ER1ES	2		
4	SYMC NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 7.5 XPLAT PER DRIVE RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		PVXBXZZ0ER1ES	4		
5	SYMC NETBACKUP ENTERPRISE SERVER 7.5 WIN/LNX/SOLX64 1 SERVER TIER 2 RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		MQPKC2Z0ER1ES	1		
6	SYMC NETBACKUP STANDARD CLIENT 7.5 XPLAT 1 SERVER RENEWAL ESSENTIAL 12 MONTHS EXPRESS BAND S		TWN2XZZ0ER1ES	27		
Total Cost of renewal, incl. of all taxes				52		

Note:

1. TDS will be deducted at source as per rules.
2. Price should be inclusive of all applicable taxes. Octroi / entry tax, if applicable, may be indicated separately and the same shall be paid separately after submission of invoice and on the production of original octroi receipt, in the name of SIDBI.
3. Prices quoted above shall be valid throughout the bid validity period i.e. **till October 23, 2015.**
4. No terms and conditions should be stipulated in the Commercial bid, which is meant only for the quotation of offer price/ rate.

Organization :

Name :

Designation :

Signature with seal :

Date :

Place :

Annexure – IV

बैंक अधिदेश फॉर्म /BANK MANDATE FORM

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो, उस पर सही का निशान लगाएँ।)

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

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम

Name of Borrower / vendor / supplier: _____

विक्रेता का कूट Vendor Code (if applicable) _____

2. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता

Address of the Borrower / vendor / supplier: _____

नगर/City _____ पिनकोड Pin Code _____

ई-मेल आईडी /E-mail id: _____

एसटीडी कूट के साथ दूरभाष सं./Phone No. with STD code: _____

मोबाइल सं./Mobile No.: _____

स्थायी खाता संख्या/Permanent Account Number _____

एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate _____

(यदि लागू हो/if applicable)

3. बैंक खाते का विवरण / Particulars of Bank account:

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम Bank Name	शाखा का नाम Branch Name		
शाखा का स्थान Branch Place	शाखा का नगर Branch City		
पिनकोड PIN Code	शाखा कूट Branch Code		
एमआईसीआर सं. MICR No.			
खाते का स्वरूप Account type	बचत/Saving	चालू/Current	नकद उधार Cash Credit
खाता सं. Account No.	(जैसी चेकबुक में अंकित है) (as appearing in the Cheque book)		

(बैंक से आपूर्त एमआईसीआर चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम, शाखा का नाम एवं कूट तथा खाता संख्या सही है, अपने बैंक का निरस्त किया हुआ चेक संलग्न करें) (Code number appearing on the MICR1 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)

आईएफएससी कूट2 IFSC CODE2	आरटीजीएस अंतरण के लिए For RTGS transfer		एनईएफटी अंतरण के लिए For NEFT transfer	
-----------------------------	---	--	--	--

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

मैं एतद् द्वारा घोषित करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं। यदि अपूर्ण या गलत सूचना के कारण लेनदेन भुगतान (मैं कोई बिलम्ब होता है या भुगतान नहीं हो पाता है, तो मैं सिडबी/ आईडीबीआई बैंक को उसके लिए उत्तरदायी नहीं बनाऊँगा। मैं यह भी वचन देता हूँ कि यदि मेरे खाते के विवरण में कोई परिवर्तन होगा, तो मैं उसकी सूचना दूँगा, ताकि भा.रि.बैंक के आरटीजीएस/एनईएफटी के माध्यम से राशि जमा किए जाने के प्रयोजन के लिए अभिलेख अद्यतन किए जा सकें।

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.

स्थान/Place : _____

दिनांक/Date : _____

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर
Signature of the party / Authorized Signatory

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

Certified that particulars furnished above are correct as per our records.

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर)

(Signature of the Authorized Official from the Banks)

टिप्पणी : यदि आरटीजीएस/एनईएफटी संबंधी कोई प्रभार होगा, तो उसका वहन पार्टी करेगी।

N.B.: RTGS/NEFT charges if any, is to be borne by the party

1, 2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी

भारतीय वित्तीय प्रणाली कूट एक अक्षरांकीय/वर्णांकीय कूट है, जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अंकों का कूट है, जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं, जबकि पाँचवाँ अंक नियंत्रण अंक के रूप आरक्षित है (वर्तमान में पाँचवें स्थान पर 0 है (तथा शेष अंक शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट) चुम्बकीय स्याही अंक पहचान (मैं 9 अंक होते हैं, जिनसे बैंक-शाखा की पहचान होती है। भा.रि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए जाने वाले चेक पत्रों पर आईएफएससी मुद्रित कराएँ। कोई ग्राहक भी अपनी बैंक-शाखा से संपर्क कर उस शाखा का आईएफएस कूट प्राप्त कर सकता है।

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.

Annexure - V

EMD / PERFORMANCE SECURITY FORM

(Sample Format – To be executed on a non-judicial stamp paper of requisite value and stamped as an agreement)

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. **400/2016/1110/BYO/ITV dated July 10, 2015** for the "Renewal of ATS for VERITAS 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 scheduled 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 its currency except with the previous consent of SIDBI 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 ---- or Integrity Pact Agreement by vendor. We hereby agree that the decision of SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding on us.

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;
- (vi) any change in constitution of the vendor; and/or
- (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 above.

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

.....

.....

Annexure -VI

Declaration Regarding Clean Track Record
(To be submitted on Bidder's company letter head)

Date:

The General Manager (Systems)
Small Industries Development Bank of India,
3rd Floor, MSME Development Centre,
Information Services Vertical,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

Declaration Regarding Clean Track Record

(RfP No: 400/2016/1110/BYO/ITV dated July 10, 2015)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP No. 400/2016/4440/BYO/ITV dated July 10, 2015 regarding renewal of ATS for VERITAS software licenses. We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India.

I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure-VII

PRE CONTRACT INTEGRITY PACT

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of ----, 2015 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to renew Annual Technical Support for its Veritas Software licenses and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount --- (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

- (i) Bank Draft on a Pay Order in favour of -----
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified

in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP..

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue

(ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

(iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

(vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or

damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**



This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11 **Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact, at _____ on ____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to