



SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

**PROPOSALS ARE INVITED  
FOR  
SUPPLY & INSTALLATION OF VERITAS NETBACKUP LICENSES**

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**Tender No.: 400/2009/440/BYO/ISD Dated: March 04, 2009**

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA  
SME Development Center, C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (E), Mumbai - 400 05

## **Annexure - I** **Invitation to Bid**

### **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, Zonal Offices at Chennai, Kolkata, Lucknow, Mumbai and New Delhi, Regional Office at Guwahati and more than 90 branch offices 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 Veritas Netbackup DataCenter V5.0 as the Enterprise Backup Solution (EBS) in the Data Center. In order to meet increased backup requirements, SIDBI is in the process of procuring additional Veritas Netbackup licenses. Accordingly, proposals are invited from the eligible vendors for supply and installation of the items as per para 3 (**scope of Work**) of **Annexure II**. Brief details of the existing EBS infrastructure is given below:

S.No.	Item Description	Brief Description	Qty	Remarks
1	Media Library	StorageTek L40 with 2 LTO Gen1 drives with LVD SCSI Interface, 40 populated slots for backup media.	1	The existing tape library would be shortly replaced with a new tape library with 4 LTO-4 FC drives.
2	Backup (Media) Server	HP Proliant DL380G3, Xeon 2.8 GHz Single CPU, 1GB RAM, 2*36 GB SCSI HDDs, Dual Channel F/w Ultra SCSI 320 Adapter, Red Hat Linux – Advanced Server Version 2.1 Std. Edition.	1	
3	<b>Veritas Netbackup DataCenter – Ver5.0</b>			
	NetBackup Master Media Server	Linux Enterprise Server, V5.0 License Tier 2, with annual extended support from Symantec.	1	Presently, the support with Symantec is there for the Veritas Netbackup Ver6.5. Details, if required, would be produced on request.
	Robotic Drive License	Cross Platform, Library based Tape drive, V5.0 License with with annual extended support from Symantec.	2	
	Client Licenses for Windows Servers	Netbackup Client Windows Protect Server 5.0 License with annual extended support from Symantec.	11	
	Client License for Unix and Linux Server	Netbackup Client, Unix, Protect Server V5.0 License with annual extended support from Symantec.	3	
	Oracle Agent for Tier 2 Server	Ver 5.0 License Tier 2-Windows with annual extended support from Symantec.	2	
		Ver 5.0 License Tier 2-Unix with annual extended support from Symantec.	2	

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

### **2. Bidding Information:**

Purpose	<b>Supply and Installation Veritas Netbackup Licenses for its Mumbai office.</b>
Cost of RfP	<b>Rs.500/-</b> (To be submitted as Demand Draft in favour of SIDBI, payable at Mumbai along with the bid. Bids submitted without cost of the RfP shall not be considered.)
EMD	<b>Rs.38,000/-</b> (To be submitted as Demand Draft in favour of SIDBI, payable at Mumbai)
Last Date of Submission of Bids.	<b>March 17, 2009 by 3:00 pm</b>
Clarifications.	Clarifications, if any, may be asked in writing through mail <b>not later than March 12, 2009 by 5:00 pm.</b>
Bid Validity	<b>06 months</b> from the date of submission of bids. i.e. <b>till</b>

		<b>September 16, 2009.</b>		
Address for submission of Bids		THE GENERAL MANAGER (SYSTEMS) SIDBI, SME DEVELOPMENT CENTER PLOT NO.C-11, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), <b>MUMBAI - 400 051</b>		
No. Of Envelopes ( <b>Non window, sealed</b> )		<b>02 (Two), Non-window sealed</b> with: <b>1<sup>st</sup> Envelope:</b> (Superscribing “Tender No. 400/2009/440/BYO/ISD dtd March 04, 2009 – Pre-qualification Bid”) containing: 1. Forwarding letter as per format given in <b>Annexure VI</b> . 2. Demand Draft towards the cost of tender. 3. Demand Draft towards Earnest Money Deposit (EMD). 4. Pre-Qualification as per format given in <b>Annexure III</b> . 5. Letter of authorisation from Symantec.  <b>2<sup>nd</sup> Envelope:</b> (Superscribing “Tender No. 400/2009/440/BYO/ISD dtd March 04, 2009 – Commercial Bid”) containing: 1. Commercial bid as per format given in <b>Annexure IV</b> .		
Date of opening of Pre-qualification Bids		<b>March 17, 2009 at 3:30 pm</b>		
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, SME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra(East), Mumbai - 400 051		
Name	Designation	Phone	Fax	E-mail
Sh. R K Sharma	GM (Systems)	67531228	67531236	rksharma@sidbi.in
Sh. Narender Kumar	AGM (Systems)	67531259	67531236	narender@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 raised in pre-bid meeting.
- 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 complete 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 **1<sup>st</sup>** 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**, **2<sup>nd</sup>** 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.**

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## Annexure II

### Terms and Conditions

**DEFINITIONS:**

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

- a. "The Bank " means Small Industries Development Bank Of India (SIDBI);
  - b. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Zonal 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;
  - c. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
  - d. "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;
  - e. "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;
  - f. "TCC" means the Terms and Conditions of Contract contained in this section;
  - g. The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
  - h. "The Project Site" means various Head Office/Branches/Administrative offices of Small industries Development Bank of India.
1. **RESPONSIVE BIDS:** Bids conforming to the following essential requirements shall be considered as responsive:
- 1.1. Bids submitted at the prescribed address on or before the stipulated date and time.
  - 1.2. Bids accompanied with following documents:
    - 1.2.1. Forwarding letter
    - 1.2.2. Authorisation letter from Symantec.
    - 1.2.3. DD towards the cost of the tender.
    - 1.2.4. DD towards the EMD.
    - 1.2.5. Duly filled and signed Pre-qualification Bid in prescribed format.
    - 1.2.6. Duly filled and signed Commercial Bid in prescribed format.

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

The bidder:

- a. Should be Original Equipment Manufacturer (OEM)/ Authorised re-seller/ Partner of OEM. (To be supported by OEM's certificate, in case of re-seller or partner of OEM).
- b. Should be a registered company.
- c. Should be in existence for the last three (3) years and computer software implementation, sales and services should be the core business activity.

- d. Should have minimum average turnover of Rs.1.0 Crore per annum out of Indian Operations from the sales of computer software/ services during the last three (3) years ending March 2008.
- e. Should have experience of implementing and maintaining the Veritas Netbackup DataCenter backup solution with atleast two client during last 3 years.

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

3.1. Delivery and installation of following Veritas Netbackup DataCenter Ver 6.5 client licenses:

S No.	Item Description	Qty.
1	VRTS NETBACKUP STANDARD CLIENT 6.5 XPLAT STD LIC EXPRESS BAND S	27
2	VRTS NETBACKUP STANDARD CLIENT 6.5 XPLAT ESSENTIAL 12 MONTHS EXPRESS BAND S	27
3	VRTS NETBACKUP CLIENT APPLICATION AND DATABASE PACK 6.5 UNX TIER 1 STD LIC EXPRESS BAND S	2
4	VRTS NETBACKUP CLIENT APPLICATION AND DATABASE PACK 6.5 UNX TIER 1 ESSENTIAL 12 MONTHS EXPRESS BAND S	2
5	VRTS NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 6.5 XPLAT STD LIC EXPRESS BAND S	2
6	VRTS NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 6.5 XPLAT ESSENTIAL 12 MONTHS EXPRESS BAND S	2

- 3.2. De-installation of the existing tape library in respect of the interface with the Veritas Netbackup DataCenter s/w.
- 3.3. Configuration, installation and integration of the new tape library as and when procured by SIDBI, with Veritas Netbackup DataCenter. Initial installation of the tape library would be done by the H/w vendor at the time of procurement.
- 3.4. Upgradation of the existing Veritas Netbackup DataCenter Ver 5.0 to Ver 6.5 and 14 clients for which SIDBI has necessary licenses and media.
- 3.5. Defining the backup policies in the new environment, as per bank's requirements.
- 3.6. Explain the features and functionalities of the new version to SIDBI's backup administrators.
- 3.7. Doing User Acceptance Test (UAT).
- 3.8. Providing on-site support during essential 12 months support for licenses.

**4. PRICE:**

- 4.1. Prices quoted by the bidders should include all local taxes, Sales tax, VAT, duties, levies and transportation costs etc.
- 4.2. 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.

4.3. **The prices quoted shall be valid for the entire period of the bid validity i.e. till September 16 , 2009.**

- 4.4. Octroi, if applicable, will be paid as at actuals, on submission of original receipts in the name of SIDBI.
- 4.5. 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.
- 4.6. 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.

**5. TERMS OF DELIVERY AND INSTALLATION:**

- 5.1. Out of 27 licenses, vendor will have to first make delivery and installation of 05 VRTS NETBACKUP STANDARD CLIENT 6.5 licenses **within four weeks** from the issue of Purchase order. Delivery of remaining licenses would be taken subsequently within the bid validity period.
- 5.2. Vendor will have to verify all the items in the presence of SIDBI officials **within one week** from the date of delivery.
- 5.3. The Bidder should install/ upgrade the licenses & s/w within **two weeks** from the date of delivery.
- 5.4. Vendor shall arrange for the road permits etc. wherever required. Any letter/ certificate required for the purpose of obtaining such permits will be given by the Bank.
- 5.5. Installation will be treated as **incomplete** in one/ all of the following situations:
- Non-delivery of any of the items mentioned in the order.
  - Non-delivery of supporting documentation.
  - Delivery, but no installation/ upgradation of the licenses and/ or software.
  - System operational, but unsatisfactory to the Bank.
- 5.6. The details of shipping and/ or other documents to be furnished by the vendor are specified hereunder.
- 5.6.1. Original copy of Licenses certificate issued by Symantec in SIDBI's name.

**6. TERMS OF PAYMENT:**

- 6.1. SIDBI's standard payment terms are as under:

Payment towards the delivery of 05 licenses would be made on the delivery, installation and submission of certificate by Symantec in SIDBI's name. For remaining deliverables as per scope of work, following payment terms would be applicable:

- 90% of the cost of the deliverables after delivery and verification of items at SIDBI, Mumbai.
  - 10% of the cost of the deliverables after complying with acceptance criteria and after submitting Performance Bank Guarantee from a scheduled commercial bank equivalent to 10% of contract value, valid till THREE months after expiry of warranty from the date of acceptance alongwith invocation period of THREE months.
- 6.2. All the payments will be made at SIDBI, Mumbai either through Electronic Clearing System (ECS) or through direct credit to vendor's bank account.
  - 6.3. Vendor will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by SIDBI officials while claiming the payments.
  - 6.4. 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. 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.
  - 6.6. All Payments will be made to the Bidder in Indian Rupee only.
7. **PENALTY FOR DEFAULT DELIVERY:** If the vendor fails to deliver the items within stipulated period, Bank will impose a penalty of 1% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items. In case the delay exceeds five weeks, Bank reserves the right to cancel the order. If orders are cancelled due to non delivery, the vendor will be debarred by SIDBI for participating in any future tenders floated by SIDBI.

**8. WARRANTY:**

- 8.1. The vendor would provide on-site support **for a period of one year from the date of acceptance of the software**. During warranty period, vendor will provide support for the implementation of new patches/ releases of Veritas Netbackup DataCenter released by Symantec, re-installation, configuration, re-configuration, troubleshooting etc. of the software.
- 8.2. The bidder shall provide s/w version upgrades and patches as and when released by Symantec and shall arrange to install the same during the period of warranty.
- 8.3. **Performance Compliance Level during warranty:** Stipulated performance compliance level for the supplied S/w would be **97%** and **CTR (Call-to-Resolution) time should not exceed 6 hours**. The performance would be measured as under on monthly basis:

$$\text{Performance (\%)} = \frac{\text{Call closed within stipulated CTR}}{\text{Total number of call received in the month}} \times 100$$

- 8.4. **Penalty for shortfall in Performance Compliance Level:** Amount of penalty to be calculated on monthly basis for the shortfall in performance compliance level is as under:

Shortfall in Performance	Penalty (% of the contract value)
<= 1%	1
>1% and <= 3%	3
>3% and <= 5%	5
>5% and <=6%	6
>6% and <=8%	8
>8% and <=10%	10

The amount of penalty may be claimed/ adjusted by the bank while releasing the Performance Bank Guarantee or the warranty period will be extended accordingly.

- 8.5. The Bank shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 8.6. Further provided that the Bank may, during the currency of the warranty or AMC, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank.

9. **EARNEST MONEY DEPOSIT:** The bids must be submitted along with an Earnest Money Deposit (EMD) in favour of SIDBI, payable at Mumbai in order to be eligible for participation. EMD of unsuccessful bidders shall be returned after end of bid validity period or receipt of the signed contract/ LOI from the successful bidders, whichever is earlier. EMD for the contracted vendor shall be refunded at the time of release of final payment. **The EMD will be forfeited, if any bidder dishonors its bidding commitments.**

**10. FORFEITURE OF PERFORMANCE SECURITY/ EMD:**

- 10.1. The bid security [EMD] may be forfeited:

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

**OR**

In case of the successful Bidder, if the Bidder fails to accept the order/ sign the Contract or fails to furnish Performance Security within time stipulated by the bank.

- 10.2. The Bank shall be at liberty to set off/ adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/ damage.

**11. PERFORMANCE BANK GUARANTEE :**

The contracted vendor will furnish an unconditional Bank Guarantee (BG) of an amount equivalent to **10%** of the cost of the deliverables and valid for the warranty period + 3 months with invocation period of THREE months from the date of expiry of validity of the BG for indemnifying SIDBI against any default / failure in execution of contract. The BG should be submitted only in the format provided by SIDBI to the contracted vendor.

## **12. ACCEPTANCE:**

- 12.1. The acceptance/ performance test will be performed after completion of installation/ upgradation of the solution. The acceptance test will be conducted by the Bank, their consultant or other such person nominated by the Bank at its option. The acceptance will be given after trouble-free operation of the solution for **05 consecutive days (one week)** after the date of installation/ upgradation. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Bank.
- 12.2. An indicative but not exhaustive list of activities to be performed by the supplier as a part of the acceptance test is given in **Annexure V**.
- 12.3. The date of conclusion of the acceptance test shall be taken as the **Acceptance Date**.

## **13. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 13.1. 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.
- 13.2. 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.

## **14. SUBCONTRACTS:**

- 14.1. 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.
- 14.2. 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.
- 14.3. Subcontracts / Franchisees must comply with the provisions of TCC.

## **15. SITE PREPARATION:**

- 15.1. The Bidder will be required to perform a site inspection at its own cost to verify the appropriateness of the site before the commencement of site-preparation/ delivery. The Bidder will guide and provide the necessary implementation/ upgradation plan and such other information to the Bank for preparation of site. Thereafter the bidder

shall inspect the site to verify its appropriateness before installation/ upgradation of the s/w.

**16. APPLICABLE LAWS:**

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

16.2. **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.

16.3. **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.

**17. PATENT RIGHTS:**

17.1. 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.

**18. FORCE MAJEURE:**

18.1. 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.

18.2.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.

**19. RESOLUTION OF DISPUTES:**

19.1.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.

19.2.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.

19.3.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.

19.4.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;

19.5.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.

19.6.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.

19.7.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**

Name of the Bidder			
Address of the Bidder			
Telephone:	Fax:	e-mail:	website:
<b>1 Contact Details of the Person authorised to make commitments to SIDBI</b>			
	Name		
	Designation		
	Mobile No.		
	FAX No.		
	E-mail id		
<b>2 Classification</b>			
	OEM		
	AUD/AUR		
	Others, pl specify		
<b>3 Company Details [Registration certificate to be enclosed]</b>			
	Type of Company [Govt/PSU/Pub.Ltd/Pvt Ltd/ Partnership / Proprietary.]		
	Registration No., and date of registration		
	Year of Incorporation / Establishment		
	Sales Tax Number [copy to be enclosed]		
	Income Tax Number [copy to be enclosed]		
<b>4 Financials [fill in the details and attach proof of the same]</b>			
	Turnover [in lakh]		
	2007-2008		
	2006-2007		
	2005-2006		
5	Experience in number of years for implementation & maintenance of Veritas Netbackup DataCenter backup solution.		

<b>6 References [ to attach proof]</b> Names of two clients (with Names of contact persons, their designations, complete postal address, telephone, fax, telex and e-mail addresses, location of installation etc) with whom the Veritas Netbackup DataCenter backup solution has been supplied, installed and commissioned in last 3 years.				
	<b>Name</b>	<b>Address and Contact Details</b>	<b>Details of the solution supplied, installed and commissioned, along with no. of backup clients.</b>	<b>PO details</b>
				<b>PO No and Date</b> [attach PO masking price]

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**ANNEXURE IV  
FORMAT – COMMERCIAL BID**

(Amt in Rs.)								
S No.	Item Description	Part No.	Qty.	Unit Base Price	Total Base Price	Tax	Total Price incl. of tax	
			[a]	[b]	[c=axb]	[d]	[e=c+d]	
1	VRTS NETBACKUP STANDARD CLIENT 6.5 XPLAT STD LIC EXPRESS BAND S		27					
2	VRTS NETBACKUP STANDARD CLIENT 6.5 XPLAT ESSENTIAL 12 MONTHS EXPRESS BAND S		27					
3	VRTS NETBACKUP CLIENT APPLICATION AND DATABASE PACK 6.5 UNX TIER 1 STD LIC EXPRESS BAND S		2					
4	VRTS NETBACKUP CLIENT APPLICATION AND DATABASE PACK 6.5 UNX TIER 1 ESSENTIAL 12 MONTHS EXPRESS BAND S		2					
5	VRTS NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 6.5 XPLAT STD LIC EXPRESS BAND S		2					
6	VRTS NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 6.5 XPLAT ESSENTIAL 12 MONTHS EXPRESS BAND S		2					
7	<b>Total Cost:</b>							

**Note:**

1. Taxes should include Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, insurance charges etc. Octroi / Entry Tax if any will be payable extra on the actuals after submission of invoice and proof of payment.
2. No terms and conditions should be stipulated in the Commercial bid, which is meant only for the quotation of offer price/ rate.
3. **Prices quoted above shall be valid throughout the bid validity period i.e. till September 16, 2009.**
4. Prices shall be in conformity to the scope of the work.

Organization :

Name :

Designation :

Signature with seal :

Date :

Place :

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**Annexure V**

**Acceptance Test for Veritas Netbackup DataCenter V6.5**

Sr no	Nature of activity	Remarks
1	Configuration and integration of the new Tape library with Backup Server, Backup Software and Network.	<ul style="list-style-type: none"> <li>▪ Vendor shall de-comission the existing tape library.</li> <li>▪ The vendor shall configure and integrate the new tape library/ drives with Veritas Netbackup DataCenter V6.5.</li> </ul>
2	Backup Media configuration	<ul style="list-style-type: none"> <li>▪ Vendor will configure backup media as per SIDBI's policy.</li> <li>▪ Vendor will perform all necessary environment settings to streamline the backup operations.</li> </ul>
3	Backup Software	<ul style="list-style-type: none"> <li>▪ Vendor will upgrade the existing Veritas Netbackup DataCenter V 5.0 to Ver 6.5.</li> <li>▪ Vendor will upgrade the existing 14 clients including Oracle database agents on 2 IBM AIX Servers. It may be mentioned that the bank is already having necessary licenses and media with support from Veritas for these licenses.</li> <li>▪ Vendor will install newly purchased client s/w.</li> <li>▪ Vendor will implement the backup policy as per SIDBI requirements.</li> <li>▪ Vendor will demonstrate the working of the solution by taking actual backup and restroration including backup taken with Veritas Netbackup DataCenter Ver5.0 from/ to any of the clients.</li> <li>▪ Vendor will demonstrate all the new features of Veritas Netbackup DataCenter 6.5</li> <li>▪ Vendor will resolve any configuration, installation, implementation, inter-operability issues.</li> <li>▪ Vendor will ensure and resolve backward compatibility issues, if any, of Vertas Netbackup DataCenter V6.5 with the backup taken with previous version V5.0 of the solution.</li> </ul>

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**Annexure - VI**

**Forwarding Letter**

**(To be submitted on Bidder's letter head)**

To:

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

Dear Sir,

**Your Tender No.: 400/2009/440/BYO/ISD dated: March 04, 2009**

This is with reference to your above mentioned tender for the procurement, supply and installation of Veritas Netbackup 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. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

Date:...../...../2009

Authorised Signatory:

Name:

Designation:

Phone:

Email:

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