

सीमेन्टिक वायरस-रोधी सॉफ्टवेयर के नवीकरण के लिए प्रस्ताव का अनुरोध
RfP for renewal of Symantec Antivirus (SAV) Software

Tender No 400/2010/530/BYO/ISD

भारतीय लघु उद्योग विकास बैंक के पास इस समयगोल्ड मेन्टेनेन्स सपोर्ट सहित वर्क स्टेशनोंके लिए नॉर्टन वायरस-रोधी Endpoint Protection 11.0के 1000 और 50 server लाइसेन्स हैं जो नवीकरण के लिए 14 नवम्बर 2009 से देय हैं। हम उनका 1 और वर्ष के लिए नवीकरण करना चाहेंगे। आपसे अनुरोध है कि निम्नांकित अनुबंधों के अनुसार अपनी व्यापारिक बोलियाँ प्रेषित करें।

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI) is currently having 1000 Licenses of Symantec Endpoint Protection 11.0 Anti-Virus software for Workstations and 50 licenses for servers, with Gold Maintenance support, which are due for renewal with effect from November 14, 2009. We would like to renew the same for further 1 year. You are requested to submit your commercial bid as per following annexures.

1. अनुबंध / Annexure I : विशेष शर्तें / Special Terms and Conditions
2. अनुबंध / Annexure II : सामान्य शर्तें / General Terms and Conditions
3. अनुबंध / Annexure III : कोटेशन का प्ररूप / Format of the Quotation

आपका प्रस्ताव हमें निम्नलिखित पते पर अक्टूबर 16, 2009 17:00 Hrs तक अवश्य मिल जाना चाहिए

The offer must reach SIDBI on or before 17:00 Hrs on October 16, 2009

addressed to :-

मुख्य महाप्रबन्धक(आइ.एस.डी) / The Chief General Manager (ISD),
भारतीय लघु उद्योग विकास बैंक / Small Industries Development Bank of India,
लघु व मध्यम उद्यम विकास केंद्र, सी-11, जी-ब्लॉक, / SME Development Centre, C-11,G-Block,
बांद्रा कुर्ला कॉम्प्लैक्स, बांद्रा (पू), / Bandra Kurla Complex, Bandra (E),
मुंबई / Mumbai - 400051.

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
Shri A M Prabhu	AGM(Systems)	67531296	67531236	amprabhu@sidbi.in
Shri C R Prasad	MGR(Systems)	67531238	67531236	crprasad@sidbi.in

Annexure -I

Special Terms and Conditions

❖ Proposals are invited exclusively from Symantec certified resellers / distributors / Enterprise partners for Renewal of 1000 licenses of Symantec Endpoint protection 11.0 Anti-Virus software for workstations and 50 licenses for servers, with Gold Maintenance support, for One Year with effect from November 14, 2009. Please submit your offers in **TWO separate sealed non-window envelope** clearly indicating “**Technical Bid**” and “**Commercial Bid**”.

The **Technical Bid** should include :

1. Authorisation letter from Symantec indicating that the vendor is an authorised partner / business associate of Symantec for supply of Symantec product licenses and to provide maintenance support.
2. A Demand draft of Rs. 8,000/- (Rupees Eight Thousand Only) towards Earnest Money Deposit drawn in favour of “SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA [SIDBI]” , payable at MUMBAI, TOWARDS EARNEST MONEY DEPOSIT [EMD].
3. A Demand draft of **Rs.500/-** (Rupees five hundred only) drawn in favour of SIDBI and payable at Mumbai, towards the cost of tender form.

The **Commercial Bid** should be with following details as per format given in Annexure III :

- ❖ Prices should be inclusive of all taxes.
- ❖ Prices should be valid for 30 days.

SIDBI reserve the right to accept or reject any quotation in full or part, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected supplier/s on the grounds of the purchasers inaction. SIDBI also reserves the right to re-issue the Tender.

1. Earnest Money Deposit [EMD]

1.1 Vendor is required to submit a Demand Draft of **Rs. 8,000/-** (Rupees Eight Thousand Only) towards Earnest Money Deposit drawn in favour of “SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA [SIDBI]” , payable at MUMBAI , along with the Technical Proposal in order to be eligible for participation.

1.2 No interest shall be paid on EMD.

1.3 Unsuccessful bidder's EMD will be discharged/ returned without any interest within 2 weeks from the date of bid validity or upon receipt of signed contract and performance security from the successful bidder, whichever is earlier.

1.4 The successful bidder's EMD shall be refunded at the time for release of final payment, after submission of performance Bank guarantee for a sum equivalent to 10% of the order value.

2. Pricing :

The prices should be inclusive of all taxes , central excise duty, standard packing, freight, transit insurance, loading and unloading charges. SIDBI will not provide Form C or Form D . Also, if required , the vendor will have to arrange road permit form 31/32 on behalf of SIDBI.

3. Terms of Payment:

100% on delivery at SIDBI, Mumbai.

All payments will be made from SIDBI, Mumbai. Octroi and the entry tax, if any, will be paid on the actual basis subject to production of original receipt. Vendor will be required to furnish the documentary proof of Octroi paid, while claiming the payment. Vendor shall pass on the benefits to SIDBI arising out of the price reduction at the time of delivery.

4. Terms of Delivery :

Software License , shall be delivered at SIDBI-Mumbai at the address given below, within **Four weeks** from the date of the order. However , till final delivery SIDBI may be provided temporary licenses.

Sr No	Office	Addresses
1	Mumbai	CGM (Systems) SIDBI,3rd Floor SME Development Centre, C-11, G Block, Bandra - Kurla Complex, Bandra(E) , Mumbai - 400 051

5. Penalty for default in delivery :

If the vendor fails to deliver the items within stipulated period from the date of this letter, SIDBI will impose a penalty of 1% of the total order value for the late delivered item for each week's delay or part thereof, subject to maximum of 5% of value of the late delivered items. In case the total delay exceeds 08 weeks, SIDBI reserves the right to cancel the order.

6. Updates and Upgrades:

Vendor will provide all the Updates and new releases for future Upgrades , free of cost for a period of one year from the date of the order. Also , SIDBI shall be given permission to download updates from Website as and when necessary. Further, Toll-free Telephonic support and E-mail support should be provided These phone numbers and e-mail ids should be communicated to SIDBI

7. On Site visit and Support

As part of the purchase of licences, vendor will provide on-site support for reviewing the entire configuration and settings of SAV software on SIDBI servers located at Datacentre, Mumbai. **This support will include on-site quarterly audit review of SAV software on servers, settings and configuration. Further, the vendor will assist in implementing major updates/ releases and resolve any technical issues / problems in implementation and deployment of the software.**

8. Performance security

The Vendor has to furnish an unconditional Bank Guarantee of an amount equivalent to 10% of contract value and valid for Guarantee period (1 year) + THREE months (invocation period) from the date of acceptance. The performance gurantee to be submitted before release of full and final payment of the Contract for indemnifying SIDBI against any default / failure in execution of contract, as per the format provided by SIDBI.

9. Indemnity :

The vendor will indemnify SIDBI against any claims due to vendor's violation of any patents and copy rights, in such a form as prescribed by SIDBI. A copy of the form is given below :

Proforma of Indemnity

This is to certify that M/s..... who have supplied software to SIDBI, Mumbai, vide order No..... dated 2009 have all required rights for the supply of the software. The software supplied by us are legal/licenced copies.

Further, M/s..... is willing to indemnify SIDBI against any claims due to the violation of any patents and copyrights for the software sold under licensing agreement from us. The above indemnity is limited to the software supplied by M/s..... only.

For M/s.....
Signature with seal, name, designation and date.

Annexure III**Format of the quotation**

Sr no	Particulars	Unit cost of the LICENSE FOR 1 year with all taxes (in Rupees)	QTY	Total cost including Taxes (in Rupees)	Discount if any	Net Total Cost including all Taxes (in Rupees)
1	Renewal of Symantec Endpoint Protection 11.0 for Workstations with Gold Maintenance support , FOR 1 YEAR including On-Site support for quarterly virus audit reviews at Mumbai		1,000			
2	Renewal of Symantec Endpoint Protection 11.0 for Servers with Gold Maintenance support , FOR 1 YEAR including On-Site support for quarterly virus audit reviews at Mumbai		50			
	TOTAL					

For M/s.....

Signature with seal, name, designation
and date.

Note :

- ❖ Prices should be inclusive of all taxes.
- ❖ Prices should be valid for 30 days.

Annexure - II

General Terms and Conditions

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable)

1. 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.

2. Use of Contract Documents and Information

2.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or furnish any provision thereof, or any specification, plan, drawing, pattern, sample or information, website contents, applications 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 so far as may be necessary for purposes of such performance.

2.2 The Supplier will treat as confidential all 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.

3. Subcontracts

3.1 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.

3.2 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.

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

4. Governing language

4.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

4.2 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

5. Commercial Terms

5.1 All Payments will be made to the bidder in Indian rupee only.

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

5.3 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.

6. Applicable laws

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

6.2 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 therefrom.

6.3 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 therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

7. 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.

8. Force majeure

8.1 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 herebefore 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.

8.2 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.

9. Forfeiture of performance security

9.1 The bid security [EMD] may be forfeited:

if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;

Or

in case of the successful Bidder, if the Bidder fails to accept the order / sign the Contract Or furnish Performance Guarantee.

9.2 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.

10. Termination

10.1 The Bank may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

10.2 The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- Delay in offering services
- Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;

In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

11. Resolution of Disputes

11.1 It will be the Bank's endeavour 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.

11.2 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.

11.3 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.

11.3 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;

11.4 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.

11.5 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.

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