

TENDER DOCUMENT
FOR
RENEWAL OF SYMANTEC PROTECTION SUITE LICENSES
FOR DURATION OF ONE YEAR

Credit Guarantee Fund Trust for Micro and Small Enterprises
[Setup by Govt. of India and SIDBI]
7th Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
Website: www.cgtmse.in

Tender No. 2011-12/IT/2

The information provided by the bidders in response to this Tender Document will become the property of CGTMSE and will not be returned. CGTMSE 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. This document is prepared by CGTMSE for purchase of Computer software. It should not be reused or copied or used either partially or fully in any form.

RfP – Renewal of Symantec Protection Suite Licenses for duration of one year

1. Credit Guarantee Fund Trust for Micro and Small Enterprises (hereinafter referred to as Trust) is a trust formed by Govt. of India and SIDBI for providing guarantee to the credit facilities extended by banks and financial institutions to Micro and Small Enterprises.

2. The Trust is currently having 55 Symantec protection suite Enterprise edition licenses the support for which ends on 27th March, 2012. We are in the process of renewing the support for the licenses for the period 28th March, 2012 to 27th March, 2013. Accordingly, proposals are invited from partners of Symantec for renewal of software support. The Details of licenses are as under:

| Sr. No. | Item Description | Quantity | Support renewal period |
|---------|--|----------|--|
| 1 | Symantec Protection Suite Enterprise Edition 3.0 | 55 | 28 th March, 2012 to 27 th March, 2013 |

3. Proposals along with the following documents must be submitted in a **non-window sealed envelope** superscribing “**RfP – Procurement of Oracle Database Licenses – 2011-12**”:

- a. Forwarding letter as per format given in Annexure – IV
- b. Authorisation letter from Symantec indicating that the vendor is an authorized partner/business associate of Symantec for supply of mentioned products/services. The authorization letter should be valid atleast till three months from the last date of submission of RfP.
- c. Commercial Bid in a separate non-window sealed envelope superscribing “**RfP – Renewal of Symantec Protection Suite Licenses – 2011-12**”.

4. Proposals completed in all respects should be submitted at the address mentioned in Annexure – I, item no. 9 latest by 16th March, 2012 by 15:00 Hrs.

5. The Bid information, general terms and conditions and commercial bid format are given in the following annexures:

- a. Annexure I – Bid Information
- b. Annexure II – General Terms and Conditions
- c. Annexure III – Format for Commercial Bid

d. Annexure IV – Format for forwarding letter

e. Annexure V – Proforma of Indemnity

The proposals received after due date and time will not be accepted. Clarifications, if any, may be sought in writing latest by 9th March, 2012 by 15:00 Hrs.

Bidding Information Sheet

| | | | | | |
|--------------|--|---|--------------|--------------|--|
| S. N. | Bid Reference | 2011-12/IT/2 dated 24 th February, 2012 | | | |
| 1 | Purpose | Renewal of Symantec Protection Suite Licenses | | | |
| 2 | No. Of Envelopes (Non window, sealed) to be submitted | 01 (One) , containing: 1. Forwarding letter 2. Authorization letter from Symantec 3. Non window sealed envelope containing Commercial Bid | | | |
| 3 | Last Date of Submission of Bids | 16 th March, 2012; 1500 hours | | | |
| 4 | Venue, Date and time of opening of Technical Bids. | At 1600 hours, on 16 th March, 2012, at the address given at Sr. no. 8 | | | |
| 5 | Last Date for seeking clarifications, if any | 9 th March, 2012, 15:00 Hrs | | | |
| 6 | Date and time of Pre-bid meeting | 14:00 Hrs on 9 th March, 2012, at the address given at Sr. no. 8. | | | |
| 7 | Bid Validity | Three Months from the date of submission of bids i.e. 16 th June, 2012 | | | |
| 8 | Address for submission of Bids | The Chief Executive Officer, CGTMSE, 7 th Floor, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East) Mumbai - 400 051 | | | |
| 9 | Date and time of opening of commercial bids. | Will be intimated in due course to technically short listed vendors only | | | |
| 10 | Contact details | | | | |
| | Name | Designation | Phone | Fax | E-mail |
| | Shri A V Syam Sundar | M(Sys) | 61437802 | 022-26541821 | avshyam@cgtmse.in |
| | Shri Rahul Rohatgi | GM | 61437803 | | rrohhatgi@cgtmse.in |
| | Shri U R Tata | CEO | 61437801 | | urtata@cgtmse.in |

General Terms and Conditions

- 1. Cost Details & Validity:** The quoted Rate / Cost should be inclusive of all levies/ taxes like Service tax, Educational cess, Sales Tax, Transportation, Customs, Excise, traveling charges etc, if any. However, CGTMSE would reimburse Octroi / entry tax, if any, to the vendor on actuals on production of original Octroi receipts in CGTMSE's name. The proposal submitted against this RfP should remain valid till at least till three months from the last date of submission of RfP.

- 2. Payment Terms:**

100% payment on submission of proof of renewal of all the licenses for the period as mentioned above in the name of "CREDIT GUARANTEE FUND TRUST FOR MICRO AND SMALL ENTERPRISES".

- 3.** CGTMSE reserves 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 vendors on the grounds of the purchaser's inaction.

- 4. Bid Submission:** Vendors should submit the bids strictly in accordance with the information given in the Annexure - I (Bid Information).

- 5. Responsive bids:** Bids conforming to the following essential requirements shall be considered as responsive:
 - i. Bids submitted at the prescribed address on or before the stipulated date and time.
 - ii. Bids accompanied with following documents:
 - 1) Forwarding letter
 - 2) Authorisation letter from Symantec.
 - 3) Commercial bid in the prescribed format, in a separate non-window sealed envelope.

- 6. Opening of Bids:** Bids, received within stipulated time, shall be opened as per schedule given in the bid information sheet. As the bids shall be opened in the presence of bidders, bidder or his representative may ensure to be present at the venue on stipulated date and time.

- 7. Delivery Schedule:** The vendor shall ensure to lodge the order for renewal well in time so as to ensure that the support is available w.e.f. 28th March, 2012.

8. Delivery Location: Delivery of software licenses and the media CDs/DVDs are to be made at our Mumbai office address given below:

General Manager

CGTMSE

7th Floor, MSME Development Center, C-11, 'G' Block,

Bandra Kurla Complex, Bandra (E),

Mumbai - 400 051

9. Penalty for Default in Services: If the vendor fails to deliver the items within stipulated time, CGTMSE will impose a penalty of 1% of the order value for the late delivered items 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, CGTMSE reserves the right to cancel the order.

10. Indemnity: The vendor will indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to vendor's violation of any patents and copy rights.

11. Force Majeure: 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 nonperformance and when removed the party shall continue performance with utmost dispatch.

12. Arbitration: In the event of a dispute or difference or difference of any nature whatsoever between the vendor and CGTMSE during the course of the assignment arising as a result of this order, the same will be referred for arbitration to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise two arbitrators and an umpire. Vendor and CGTMSE will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at a place mutually decided by Vendor and CGTMSE.

13. Contact Information: For any clarifications vendor may contact

A V Syam Sundar,

Manager (Systems),

CGTMSE,

7th Floor, MSME Development Centre,

C-11, G Block, BKC,

Mumbai - 400051

Annexure –III**Commercial Bid
RfP – Renewal of Symantec Protection Suite Licenses**

Amount in Rupees

| S.N. | Oracle Database | Quantity | Part Code | Unit Price [B] | Total Cost [C=AXB] |
|-------------------|---|----------|-----------|----------------|--------------------|
| 1. | Renewal of Symantec Protection Suite with Gold Support for 1 year | 55 | | | |
| Total Cost | | | | | |

Note: Bidders are requested to note the following:

- Grand total cost should be inclusive of all taxes, and will be used to arrive at L1 vendor.
- TDS will be deducted as per rules applicable.
- CGTMSE would reimburse Octroi/entry tax, if any, to the vendor on actuals on production of original Octroi receipts in CGTMSE's name.
- Vendors should be authorized partner/ business associate of Symantec A copy of authorization letter from Symantec should be enclosed with the proposal.
- In case of any deviation in general terms and conditions, bids would be liable for rejection.

Date
PlaceSignature of Authorised Signatory ...
Name of the Authorised Signatory ...
Designation ...
Name of the Organisation ...
Seal ...

Forwarding Letter

(To be submitted on company's letter head)

To:

The Chief Executive Officer
CGTMSE,
7th Floor, MSME Development Center
Plot No.C-11, 'G' Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051

Dear Sir,

Sub: Tender No _____ Dated _____

This is in reference to your above mentioned tender for Renewal of Symantec Protection Suite Licenses. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents as mentioned under Sr. No. ___ of Annexure II.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that CGTMSE reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:...../...../2012

Authorised Signatory.

Name:

Designation:

Proforma of Indemnity

This is to certify that M/s _____ Who have supplied _____ to CGTMSE, Mumbai, vide order no _____ dated _____ 2012 have all required rights for the supply of the software. The software supplied by us is legal/ licensed copies.

Further, M/s _____ is willing to indemnify CGTMSE against any claims due to 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
