



Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)

Request for Proposal
for
Purchase of licenses & renewal of Software support
for Symantec Endpoint Protection Licenses

Tender No.	2014-15/IT/06
Tender Issue Date	February 12, 2015
Last date for bid submission	February 25, 2015 at 3:00 pm
Date of opening of Eligibility Bid	February 25, 2015 at 3:30 pm
Tender Cost	Nil
Earnest Money Deposit	Nil



CREDIT GUARANTEE FUND TRUST FOR
MICRO AND SMALL ENTERPRISES (CGTMSE)
1002-1003, 10th Floor, Naman Centre, C-31, 'G' Block,
Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**



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Critical Information

SNo.	Events	Date	Time
1	Last date for submission of bids	February 25, 2015	3:00 pm
2	Date of opening of Eligibility Bid	February 25, 2015	3:30 pm
3	Address for Bid Submission	The General Manager Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE) 7 th Floor, MSME Development Centre Plot No. C-11, G Block Bandra Kurla Complex Bandra (E), Mumbai - 400051 Phone: 022-61437818 Fax: 26541821	
4	Date & Time of Opening of Minimum Eligibility bid	February 25, 2015	3:30 pm
5	Date and time of opening of commercial bids	To be intimated at a later date	
6	Bid Validity	60 days from the last date of bid submission.	
7	Contact details of CGTMSE officials	S. N. Sadhwani, DGM	022-26597267, snsadhwai@cgtmse.in
		Narender Kumar, AGM (Systems)	022-26597265, narender@cgtmse.in

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Important Terms

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- 'Trust' means 'Credit Guarantee Fund Trust for Micro and Small Enterprises' OR CGTMSE.
- 'Bidder' means the respondent to the RFP document.
- 'Successful Bidder' refers to the bidder who gets selected by the Trust after completion of evaluation process.
- 'Service Provider' refers to the successful bidder who provides services to the Trust after the contract is awarded by the Trust, also abbreviated as 'SP'.
- 'RFP' or 'Tender' means the Request for Proposal document
- 'Bid' may be referred to as 'Offer'.

Annexure/ Appendix Details

Annexure/ Appendix Number	Description
Annexure-I	Bid Covering Letter
Annexure-II	Pre-qualification/ Minimum Eligibility Bid
Annexure-IV	Commercial Bid
Annexure-XIII	Bank Mandate Form



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1. Introduction and Disclaimers

1.1 About CGTMSE

Credit Guarantee Fund Trust for Micro and Small Enterprises (Hereinafter called Trust) was established in the year 2000 by Government of India (GoI) and Small Industries Development Bank of India (SIDBI) as settlers.

The objective of CGTMSE is to encourage commercial banks to move away from a security oriented approach and provide collateral free credit facility for Micro and Small Enterprises.

The Trust provides guarantees to the credit facilities extended by banks and financial institutions to micro and small enterprises. The Trust's software application is hosted on an internet server which is accessed by banks and financial institutions spread across the country. Detailed information of the functions of the Trust is provided on Trust's website www.cgtmse.in.

1.2 Purpose of RfP

1. CGTMSE is using Symantec Endpoint Protection Ver. 12.1 for protecting its desktops and servers viruses, worms, malware and other threats. Currently there are 55 software licenses with software support from Symantec till March 27, 2015.
2. The purpose of RfP is to invite proposals from eligible bidders for the supply of 15 licenses, renewal of software support with Symantec for existing 55 licenses and providing on-site maintenance support by the vendor **for the period March 28, 2015 – March 27, 2016 i.e. for a period of 01 year.**
3. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Trust and any successful bidder as identified by the Trust after completion of the selection process.
4. The tender methodology being followed is under Three Bid System viz. **1) Pre-qualification/ Eligibility Bid 2) Commercial bid.**

1.3 Information Provided

1. 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 CGTMSE. Neither CGTMSE 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 CGTMSE 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

1. Subject to any law to the contrary, and to the maximum extent permitted by law, CGTMSE 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 CGTMSE or any of its officers, employees, contractors, agents, or advisers.

1.5 Costs to be borne by Respondents

1. 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 CGTMSE, will be borne entirely and exclusively by the Respondent.

1.6 No Legal Relationship

1. No binding legal relationship will exist between any of the Respondents and CGTMSE until the issues of purchase order / execution of a contractual agreement.

1.7 Recipient Obligation to inform itself

1. The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

1.8 Evaluation of Offers

1. Each Recipient acknowledges and accepts that the Trust may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
2. The issuance of RfP document is merely an invitation of offers and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.9 Acceptance of Selection Process

1. Each Recipient having responded to this RfP acknowledges have reading, understanding 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.

1.10 Errors and Omissions

1. Each Recipient should notify CGTMSE of any error, omission, or discrepancy found in this RfP document but not later than 05 (five) working days prior to the due date for submission of bids.

1.11 Acceptance of Terms

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

1.12 Requests for Proposal

1. Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

Contact : Shri S S Bakshee
Position : General Manager
Email : ssbakshee@cgtmse.in
Telephone : +91 - 22 – 26597263, Fax : +91 - 22 – 26541821
2. CGTMSE may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.
3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly. These details should also be written/ printed without fail on each of the bids envelopes as well.
4. CGTMSE may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

1.13 Notification

1. CGTMSE will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

2. RfP Response

2.1 Bid Submission Closing Date

1. RFP Response should be received by Trust not later than date and time mentioned in '**Critical Information**' section above, at its Office premises.
2. In the event of the specified date for the submission of bids, being declared a holiday for the Trust, the bids will be received up to the prescribed time on the next working day.
3. The Trust may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Trust and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.2 Bid Validity Period

1. The Bids must remain valid and open for evaluation according to their terms for a period of **60 days** from the last date of the submission of bids.
2. In exceptions circumstances the Trust may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
3. The Trust, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary

2.3 Late RFP Policy

1. Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the bid submission date**.

2.4 Receiving of RFP Response

1. Receiving of RFP response will be recorded by CGTMSE in a '**Bid Receipt Register**' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferable through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of the Trust. The Recipient shall be deemed to have licensed, and granted all rights to the Trust to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.5 Modification And/ Or Withdrawal of Bids:

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Trust, prior to the deadline prescribed for submission of bids.

2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
3. No bid may be modified after the deadline for submission of bids.
4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form.
5. Trust has the right to reject any or all tenders received without assigning any reason whatsoever. Trust shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

2.6 Opening of Bids by the Trust

1. On the scheduled date and time, bids will be opened by the Trust's Committee in the presence of bidder representatives. It would be the responsibility of the bidder's representatives to be present at the date, time and at the place specified in the tender document. The bidders' representatives who are present shall sign in a register/ sheet evidencing their attendance.
2. The Bidder name and such other details as the Trust, at its discretion may consider appropriate will be announced at the time of Pre-qualification/ Eligibility & technical bid opening. No bid shall be declared as rejected at the time of bid opening, except for late received bids.
3. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
4. In the event of the specified date for the opening of bids, being declared a holiday for the Trust, the bids will be opened at the same time on next working day.

2.7 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Trust officials and must communicate the same in writing by the time mentioned in '**Critical Information**' section above. No query / clarification would be entertained over phone.
2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Trust will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Trust will not answer any communication reaching the Trust later than the time stipulated for the purpose.

3. The Trust may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
4. The Trust may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes, to clarify any response.

2.8 Disqualification

1. Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

2.9 Selection process

1. Successful Bidder will be selected through a two bids evaluation process:
 - i) Pre-qualification/ Eligibility evaluation
 - ii) Commercial evaluation

2.10 Details of Bids to be submitted

1. Bidders are required to submit their responses in three envelopes, with contents of each as under:

Envelope No.	Bid Contents	Label of Envelope
I	Pre-qualification/ Minimum Eligibility Bid <ol style="list-style-type: none"> i. Bid Covering letter as per format prescribed in Annexure-I ii. Response to Pre-qualification/ Minimum Eligibility Criteria as per format prescribed in Annexure-II iii. Authorisation Letter from Microsoft iv. Bank Mandate Form as per Annexure-IV. 	“Pre-qualification/ Minimum Eligibility Bid for Supply of licenses & renewal of S/w support for existing Symantec Licenses – Rfp No. 2014-15/IT/06 dated February 12, 2015”
II	Commercial Bid <ol style="list-style-type: none"> i. Response to Commercial Bid as per format prescribed in Annexure-III 	“Commercial Bid for Supply of licenses & renewal of S/w support for existing Symantec Licenses – Rfp No. 2014-15/IT/06 dated February 12, 2015”

2. All the individual envelopes must be super-scribed with the following information as well:
 - i. Name and Address of the bidder, Contact Name, Phone number and e-mail id.
 - ii. Bids should be enclosed with all relevant documents duly sealed and signed.

2.11 Important

Bidders must take the following points into consideration during preparation and submission of bids.

1. Authorized signatory must sign all the pages of the response.
2. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
3. Faxed copies of any submission are not acceptable and will be rejected by the Trust.
4. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
5. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.



6. The RfP is hosted on CGTMSE website (**URL: www.cgtmse.in/tenders.html**). CGTMSE reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and bidders must have close watch on the website during the intervening period before submitting response to RfP.

3. Terms and Conditions

3.1 General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures & Appendices**. 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.
2. At any time prior to the deadline for submission of Bids CGTMSE may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RfP by amendment and same will be placed on the Trust's website as corrigendum/ addendum for information of all prospective Bidders.
3. All such amendment shall become part of the RfP and same will be notified on Trust's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.
4. CGTMSE shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. CGTMSE reserves the right to make any changes in the terms and conditions. CGTMSE will not be obliged to meet and have discussions with any Bidder. However, CGTMSE, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.
5. CGTMSE reserves the right to extend the dates for submission of responses to this document with intimation on the Trust's website.
6. Unless agreed to specifically by the Trust in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.

3.2 Commercial Bid

1. **Currency** - The Bidder is required to quote in Indian Rupees ('INR'/ '₹'). Bids in currencies other than INR may not be considered.
2. **Tax & Octroi** - The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess etc., that need to be incurred. However, Octroi/ entry tax, if any, would be paid as on actual on production of Octroi/ entry tax receipt (in original) in the name of CGTMSE.
3. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by CGTMSE, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CGTMSE in its favour. This will remain applicable throughout the contract period.
4. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the Trust.

3.3 Rules for Responding to the RFP

1. All responses should be in English language. All responses by the Bidders to this RFP document shall be binding on such Bidders till the bid validity.
2. Responses once submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids, unless otherwise asked by the Trust.
3. CGTMSE reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of CGTMSE, the information furnished is incomplete or the Bidder does not qualify for the contract.
4. Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.
5. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CGTMSE.
6. CGTMSE would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.
7. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Trust. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Trust for the same.
8. Responses received become the property of CGTMSE and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

3.4 Amendment to the bidding document

1. At any time prior to the deadline for submission of Bids, the Trust, for any reason, may modify the Bidding Document, by amendment.
2. The amendment will be posted on Trust's website ([URL: www.cgtmse.in/tenders.html](http://www.cgtmse.in/tenders.html)).
3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Trust will not have any responsibility in case some omission is done by any bidder.
4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Trust, at its discretion, may extend the deadline for the submission of Bids.

3.5 Scope of Work

Following would be the scope of work under the contract:

1. Supply of 15 no. Symantec Endpoint Protection Suite Enterprise Edition licenses, with one year software support from Symantec.
2. Renewal of support with Symantec for following licenses for the period as indicated:

S No.	License Description	Serial No.	Renewal SKU No.	Qty.	Support Expiring/ expired on	Support renewal period
1	SYMC PROTECTION SUITE ENTERPRISE EDITION 4.0 PER USER RENEWAL BASIC 12 MONTHS GOV BAND A	M1288761164	4GMSOZZ0-BR1GA	55	28/03/2015	27/03/2015

3. Submission of the assignment certificate and renewal certificate(s) in physical or electronic from Symantec, in the name of CGTMSE.
4. Vendor shall ensure that the support period of newly acquired licenses is aligned with the support period of existing licenses i.e. **28/03/2015 – 27/03/2016**.
5. Providing on-site support for a period of 01 year starting from March 28, 2015. Following would be the scope of work:
 - i) Vendor shall depute support engineer to CGTMSE, **once in a quarter**:
 - a) To review the entire configuration and settings of SAV software on CGTMSE servers & desktops.
 - b) To have quarterly review of SAV software logs and report untoward incidents, if any, to CGTMSE.
 - c) To implement major versions/ updates/ releases/ bug fixes of the software released by the OEM.
 - ii) Quarterly visits may be scheduled in mutual consultation with CGTMSE.
 - iii) In between the quarterly visits, vendor shall provide telephonic support to CGTMSE to resolve the issues, if any. However, in case the issue could not be resolved over phone, vendor shall depute the engineer on-site for resolution of the same.
6. Vendor shall provide details of the call logging mechanism

3.6 Delivery Schedule:

1. New license should be supplied within 04 weeks from the date of purchase order.
2. The Service Provider shall ensure to lodge the order with OEM Symantec well in time so that the support is renewed well in time for the desired period i.e. **for March 28, 2015 – March 27, 2016**.
3. Vendor shall submit the proof of renewal of licenses and the assignment of new licenses along with invoice at the following address:

Office	Address
Mumbai	The General Manager, Credit Guarantee Fund Trust for Micro and Small Enterprises, 1002 & 1003, 10 th Floor, Naman Centre, Plot No. C-31, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

4. Vendor shall start on-site support services w.e.f. March 28, 2015, for a period of 01 year.
5. The Trust will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of CGTMSE. Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this may be given by the Trust.

3.7 Penalty for default services

1. 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 CGTMSE 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, CGTMSE reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received, if any, from the vendor shall be forfeited.
2. If the vendor fails to supply new licenses within 04 weeks, a penalty of 1% per week of the cost of the licenses shall be deducted for each week's delay. However, if delay exceeds 05 weeks, CGTMSE reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received, if any, from the vendor shall be forfeited.
3. If the vendor fails to depute the engineer for on-site support during any quarter, Trust shall not make payments for that particular quarter and also impose a penalty of 10% of the quarterly payout and deduct the same from payment for subsequent quarter.

3.8 Payment Terms

1. For renewal of software support and cost of new licenses, 100% payment shall be made after the vendor has submitted the proof of renewal and certificate of assignment of new licenses, along with the invoice.
2. Payment for on-site support services shall be made in equal quarterly installments payable in arrears at the end of quarter after deducting the penalty for the previous quarter, if any.
3. Octroi/ entry tax, if any, shall be paid as on actual on the submission of octroi/ entry tax receipt in the name of CGTMSE.
4. All the payments will be made by CGTMSE Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's Banker] **Bank Mandate Form** as per format prescribed in [Annexure-IV](#). In case the bidders have already submitted the form with Trust in connection with any other tender/ transactions, same need not to be submitted again and the fact should be clearly mentioned in the General Information about Bidder - [Annexure II](#).

3.9 Rules for Evaluation of Responses

1. CGTMSE may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of CGTMSE contains any false or misleading claims or statements. CGTMSE shall not be liable for excluding or rejecting any such proposal.
2. CGTMSE will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined **the Lowest Bid (L1)**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

3.10 Violation of terms

1. The Trust clarifies that the Trust shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of

competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RfP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Trust may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

3.11 Confidentiality

1. This RfP contains information proprietary to CGTMSE. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of CGTMSE.
2. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

3.12 IPR Infringement

1. As part of this project, bidder/ service provider will deliver software/ services. If the use of any such software/ services by / for CGTMSE, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to software/ services provided/ used by Bidder/ Service provider under this project.

3.13 Limitation of liability

1. Save and except the liability under Section of 'IPR Infringent' and/ or indemnity provisions in this RfP, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

3.14 Taxes and Duties

1. The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.
2. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.
3. **Tax deduction at Source** - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Trust shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Trust as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his

responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

3.15 Force Majeure

1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.
2. If a Force Majeure situation arises, successful bidder shall promptly notify CGTMSE in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by CGTMSE in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CGTMSE and the successful bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

3.16 Indemnity

1. The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:
 - i) Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or
 - ii) An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document; and/or
 - iii) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or
 - iv) Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
 - v) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - vi) Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
 - vii) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or

- viii) The use of unlicensed and illegal Software and/or allied components by the successful Bidder
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:
- i) Notifies the Bidder in writing; and
 - ii) Cooperate with the bidder in the defense and settlement of the claims.
3. The Bidder shall not be liable for defects or non-conformance resulting from:
- i) Software, hardware, interfacing not approved by Bidder; or
 - ii) Unauthorized modification of Software or any individual product supplied under this RfP document, or Trust's failure to comply with any mutually agreed environmental specifications.
 - iii) Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;
 - iv) Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

4. Evaluation Methodology

4.1 Evaluation process

1. The Trust has adopted a Two (02) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
 - i) Pre-qualification/ Minimum Eligibility Bid
 - ii) Commercial Bids
2. The Trust shall evaluate first the **'Pre-qualification/ Minimum Eligibility Bid'** and based on its evaluation, **'Commercial bids'** shall be opened only for the short listed bidders.
3. The evaluation will be undertaken by a Committee of Officials of the Trust and its decision will be final.
4. During evaluation of Bids, the Trust, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Trust. No change in the price of substance of the Bid shall be sought, offered or permitted.
5. The Trust will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the **Lowest Commercial bid (L1)**.

4.2 Arithmetic errors correction

1. Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:
 - iii) 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.
 - iv) 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.
 - v) If the vendor 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.
 - vi) 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.
 - vii) 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 Trust, or their bid should be rejected.



Annexure – I. Bid Covering Letter

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

Date:

The General Manager
CGTMSE
1002-1003, 10th Floor, Naman Centre,
Plot No. C-31, G Block
Bandra Kurla Complex (BKC), Bandra (E)
Mumbai - 400 051

Dear Sir,

**Purchase of licenses & renewal of Software support for
Symantec Endpoint Protection Licenses**

We, the undersigned bidders, 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 following as per requirement:

1. Pre-qualification/ Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.
2. Authorisation letter from Symantec
3. Bank Mandate Form *<pl. tick appropriate option>*:
 - Being submitted herewith.
 - Already submitted with CGTMSE, copy of the same enclosed herewith.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

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.

Thanking you,

Yours sincerely,

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Annexure – II.Pre-Qualification/ Minimum Eligibility Bid

S. No	Criteria	Bidder's Response
1	Name of the bidder company	
2	Year of establishment	
3	Type of Company <i>[Govt./ PS / Pub. Ltd/ Pvt. Ltd/ Partnership/ Proprietary]</i>	
4	Address of Registered Office with contact numbers [phone /fax/mail]	
5	Address of Local Office at Mumbai with contact numbers [phone /fax/mail]	
6	PAN No.	
7	Contact Details of Bidder authorized to make commitments to CGTMSE	
a	Name	
b	Designation	
c	Mobile No.	
d	Fax No.	
e	Mail Id	
8	Vendor should be authorised re-seller / partner / business associate of Symantec for providing software support renewal services. A copy of authorization letter from Symantec should be enclosed with the proposal.	
9	Vendor should have at least 02 support engineers fully trained on Symantec A/V software deployment and providing support to customers having 50 or more a/v clients.	

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

Annexure – III.Commercial Bid

S No.	License Description	Serial No.	Renewal SKU No.	Support Period	Qty.	Unit Price, incl. of taxes	[Amt in ₹]
							Total Price incl. of tax
					[a]	[b]	[c=a x b]
1	Symantec Endpoint Protection Suite Enterprise Edition licenses with 01 year s/w support	New licenses		28/03/2015 – 27/03/2015	15		
1	SYMC PROTECTION SUITE ENTERPRISE EDITION 4.0 PER USER RENEWAL BASIC 12 MONTHS GOV BAND A	M128876116 4	4GMSOZZO -BR1GA	28/03/2015 – 27/03/2015	55		
2	On-site support	NA	NA		NA	NA	
Total Cost of Services							

Note :

1. Total cost should be inclusive of all taxes.
2. TDS will be deducted at source as per rules, if it is applicable.
3. CGTMSE would reimburse Octroi / entry tax, if any, to the vendor on actuals on production of original Octroi receipts in CGTMSE's name.
4. Any deviation in general terms and conditions OR not submitting of the autorisation letter, the proposals liable to be rejected.

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

Annexure – IV.Bank Mandate Form

(To be submitted in Duplicate)

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

1. Name of Borrower / vendor / supplier: _____

Vendor Code (if applicable) _____

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

City _____ Pin Code _____

E-mail id: _____

Phone No. with STD code: _____

Mobile No.: _____

Permanent Account Number _____

MSE Registration / CA Certificate _____ (if applicable)

3. Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account type	Saving	Current	Cash Credit
Account No.	(as appearing in the Cheque book)		
(Code number appearing on the MICR¹ cheque supplied by the Trust. Please attach a cancelled cheque of your Bank for ensuring accuracy of the Bank name, branch name & code and Account Number)			
IFSC CODE ²	For RTGS transfer		For NEFT transfer

4. Date from which the mandate should be effective :

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

Place : _____

Date : _____



RfP for purchase of licenses & renewal of software support for Symantec Endpoint Protection Licenses

Signature of the party / Authorized Signatory

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

Trust's stamp :

Date :

(Signature of the Authorized Official from the Bank)

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

^{1,2}: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the Bank-branches in India. This is 11 digit code with first 4 characters representing the Bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the Bank-branch. RBI had since advised all the Bank 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.



End of RfP Document