

**TENDER FOR SUPPLY OF BACK OFFICE SOFTWARE AND LICENSES FOR
ANDAMAN AND NICOBAR STATE DATA CENTER**

Tender No. SOV/1-28/SDC/2015

Dated 3rd August, 2016

**SOCIETY OF PROMOTION OF VOCATIONAL AND TECHNICAL
EDUCATION (SOVTECH),
DR. BR AMBEDKAR INSTITUTE OF TECHNOLOGY CAMPUS, PAHARGAON
ANDAMAN AND NICOBAR ISLANDS
PORT BLAIR-744103**

TeleFax : +91 (03192) 259200

**SOCIETY OF PROMOTION OF VOCATIONAL AND TECHNICAL
EDUCATION (SOVTECH),
DR. BR AMBEDKAR INSTITUTE OF TECHNOLOGY CAMPUS, PAHARGAON
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PORT BLAIR-744103**

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TENDER NOTICE NO: Tender No. SOV/1-28/SDC/2015 Dated 3rd August, 2016

1. Sealed tender are invited from Original Equipment Manufacturer (OEM) or their Authorized Dealer or Authorized Business Partners for supply of following software's and support for the Andaman and Nicobar State Data Center, Dr. BR Ambedkar Institute of Technology Campus
 - a. **“License VERITAS net backup enterprise client 7.7 WIN/LNX/SQLX64 1server tier 2 std lic. Gov band S software with 12 months/ 24 months / 36 months support**
 - b. **License VERITAS net backup client application and database pack 7.7 WIN/LNX/SQLX64 1server tier 2 std LIC. Gov band S software with 12 months/ 24 months / 36 months support**
2. The tender document and the terms and conditions of the tender may be collected from Office of the Executive Officer, SOVTECH, Dr. BR Ambedkar Institute of Technology campus, Pahargaon, Port Blair.
3. The tender document may also be downloaded from the Andaman and Nicobar Administration Website i.e., www.andaman.gov.in
4. The bid/ tender should accompany EMD for an amount of Rs 30,000/- (Rupees thirty thousand only) in the form of call deposit / term deposit / FDR drawn from any nationalized bank in favour of Executive Officer, SOVTECH payable at Port Blair The tenders not accompanied with prescribed Earnest Money will be summarily rejected.
5. The bid should be placed in the tender box kept in the premises SOVTECH, Dr. BR Ambedkar Institute of Technology campus, Pahargaon, Port Blair well before the appointed date and time. The bid may also be sent by post on bidders own risk, in which case the bidder should ensure that the bids reach the office of the Executive Officer, SOVTECH, Dr. BR Ambedkar Institute of Technology campus, Pahargaon,

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Port Blair well before the appointed date and time. Late receipt of bids even if it is due to postal delay shall not be acceptable and the bids received late will summarily rejected.

6. It is the bidders responsibility to ensure that the bids are properly sealed and secured. Any damage in the seal of the cover containing tender will lead to outright rejection of the tender.
7. **The last date of receipt of the sealed tender is 29.08.2016 up to 2.00 pm** and shall be opened on the **same day at 4.00 pm** in the presence of bidder or his authorized representative.
8. The Member Secretary, SOVTECH Andaman and Nicobar Islands, Port Blair reserves the right to accept or reject any tender in full or part without assigning any reason thereof.

Member Secretary
SOVTECH

TERMS AND CONDITIONS

1. Cover of Tender:

- a. The cover containing tender document should be properly sealed by affixing the firms/ company's seal.
- b. The cover should be superscripted with words "**Tender Notice No. SOV/1-28/SDC/2015 dated 03rd August, 2016, "Tender for supply of software's and support" and "Do not open before 4.00 pm on 29.08.2016**

2. Bid Submission Date

- a. The last date of receipt of the sealed tender is **29.08.2016 up to 2.00 pm**
- b. The bid should be placed in the tender box kept in the premises of office of the Executive Officer, SOVTECH, Dr. BR Ambedkar Institute of Technology campus, Pahargaon, Port Blair well before the appointed date and time.
- c. The bid may also be sent by post on bidders own risk, in which case the bidder should ensure that the bids reach the office of the Executive Officer, SOVTECH, Dr. BR Ambedkar Institute of Technology campus, Pahargaon, Port Blair well before the appointed date and time. Late receipt of bids even if it is due to postal delay shall not be acceptable and the bids received late will summarily rejected.
- d. The bid should be placed in the tender box kept in the premises of office of the
- e. It is the bidders responsibility to ensure that the bids are properly sealed and secured. Any damage in the seal of the cover containing tender will lead to outright rejection of the tender.

3. Bid submission procedure:

- a. This is a two bid system i.e. Pre-qualification cum Technical Bid and Financial bid.
- b. The pre-qualification and Technical bid should contain the following documents:
 - b.i. Data Sheet duly filled in and signed by authorized signatory with company seal as per **Annexure-1**

- b.ii. Self attested copy of registration certificate in case of OEM (Manufacturer for **VERITAS / SYMANTEC PRODUCTS**) OR Authorization letter issued in the letter head of Original Equipment Manufacturer for **VERITAS / SYMANTEC PRODUCTS**, authorizing the firm to participate in the bid clearly stating that OEM shall give support during the validity of contract period as per format given at **Annexure-IV**.
- b.iii. Self attested copy of last two years (2014-15 and 2015-16) audited balance sheet
- b.iv. Self attested copy of Registration certificate of the company / firm with appropriate authority.
- b.v. Self attested copy of authorization letter authorizing the representative of the firm to sign the bid documents / agreements / correspondences on behalf of the company / firm from
 - b.v.A.a. Board of Directors in case of Limited Company / Society **OR**
 - b.v.A.b. All partners in respect of Partnership firm
- b.vi. The list of customer service support centers in Port Blair with complete address and contact information details, if available.
- b.vii. Earnest Money Deposit(EMD)
- b.viii. An undertaking as per **Annexure-III**
- c. All the above documents should be signed/initialed by authorized signatory
- d. Above documents along with **Annexure-I** duly signed and sealed should be placed in a separate cover duly sealed and superscripted with word "**Pre-qualification cum Technical Bid**".
- e. Bid prices for the fine tuned Technical Specifications duly filled, signed and complete as per the Price Schedule on the prescribed Proforma (**Annexure -II**) should be placed in another cover duly sealed super scribed with the word "**Financial Bid**".

- f. **Please ensure that Financial bid in the format “Annexure-II” is not placed in pre-qualification cum Technical bid as this may lead to outright rejection.**
- g. Both the sealed cover containing pre-qualification cum Technical bid and financial bid should be placed in a common cover duly sealed superscripted with the words **“Tender Notice No. SOV/1-28/SDC/2015 dated 03rd August, 2016, “Tender for supply of software’s and support” and “Do not open before 4.00 pm on 29.08.2016”**
- h. **The bidder should ensure that all the** requisite documents including EMD is placed in the 1st sealed cover (pre-qualification cum Technical Bid). In case of non compliance of the requirements, the SECOND ENVELOPE containing “Financial Bid” will not be opened treating the bid as “NON RESPONSIVE”
- i. Each and every page of documents placed in both Pre-qualification cum technical bid and financial bid should be signed / initialed by the authorized signature and company’s / firms seal is affixed.

4. **Opening of Tender/ Bids**

- a. **Prequalification cum Technical Bid: The prequalification cum technical bid will be opened on 29.08.2016 at 4.00 pm at SOVTECH** by the purchase committee constituted for the purpose in the presence of Tenderers\ Representatives if any.
 - b. The purchase committee shall evaluate the pre-qualification cum technical bid and shall decide opening of financial bid of those firm who qualify in the technical bid.
 - c. **Opening of Financial Bid:** The Financial Bid of technically qualified firms will be opened by the purchase committee. The date of opening of financial bid will be communicated to the bidders.
 - d. In case the date of opening of tender is declared as public holiday, the tender shall be opened on the next working day at the same time.
5. **Bid Validity:** The bid should be valid for a minimum period of 90 days from the date of submission of the bids.

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6. **Validity of price quoted:** The price quoted for each item indicated in the financial bid shall remain valid for one year from the date of issue of order. No escalation on the rate shall be accepted within the validity of the one year period. Order for the item will be placed on the successful firm on as and when required basis within the validity of one year of the rate contract.

7. **Ernest Money Deposit:**

- a. The bid/ tender should accompany EMD for an amount of Rs 30,000/- (**Rupees thirty thousand only**) in the form of call deposit / term deposit / FDR drawn from any nationalized bank in favour of Executive Officer, SOVTECH, Port Blair **The tenders not accompanied with prescribed Earnest Money will be summarily rejected.**
- b. EMD of unsuccessful bidder shall be released immediately after finalization of tenders.
- c. The EMD of successful bidder shall be retained till furnishing of performance security. In case successful bidder fails to furnish the performance security within the stipulated time from the date of issue of Purchase Order, the EMD shall be forfeited.

8. **Performance Security:**

- a. The Successful bidder shall at his own expense, deposit with Government, within fifteen 15 working days of the date of Purchase Order, an unconditional and irrevocable Performance Security in the form of Fixed Deposit Receipt/Bank Guarantee from a Nationalized Bank acceptable to Government, payable on demand, for the due performance and fulfilment of the contract by the bidder. In case the performance guarantee is made in the form of Bank Gurantee, the same should be as per the format that will be provided on demand
- b. This Performance Guarantee will be for an amount equivalent to 10% of total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Guarantee shall be borne by the bidder.
- c. The performance guarantee shall be valid till the end of six months after the expiration of all contractual obligations.

- d. The Performance Guarantee may be discharged/ returned by Government upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Guarantee.
- e. In the event of the contractor being unable to service the contract for whatever reason, SOVTECH would evoke the Performance Guarantee. Notwithstanding and without prejudice to any rights whatsoever of SOVTECH under the Contract in the matter, the proceeds of the Performance Guarantee shall be payable to SOVTECH as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. SOVTECH shall notify the Contractor in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Contractor is in default.
- f. SOVTECH shall also be entitled to make recoveries from the Contractor's bills, performance guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

9. **Intellectual Proprietary Right and warrantee**

- a. The software supplied should be warranted for period of three years from the date of installation and commissioning.
- b. The Contractor hereby represents and warrants that the all software's as supplied does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights, or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for SOVTECH to own or exercise all Intellectual Property Rights as provided in the Contract.

10. **Indicative Plan & Payment Terms**

- a. All efforts will be made by SOVTECH to release the payment within 30 days of submission of invoice subject to acceptance of deliverables and invoice with all supporting documents being in order and subject to Liquidated damages.-

11. **Liquidated damages**

- a. The items ordered should be delivered within a period of 30 days from the date of issue of purchase order. In the event of non supply of the items ordered within thirty days Liquidated damages equivalent to 0.1% of the total contract value per week shall be levied for a period up to 4 weeks of delay beyond 30 days. In case the delay is extended beyond 4 weeks (60 days from the date of issue of Purchase Order), the liquidated damages shall be levied @ 0.25% per week for the period of delay beyond 60 days. For the purpose of calculation part of a week shall be construed as a week.

12. **Taxes and Duties**

- a. The rates quoted by the firm should be inclusive of all expenses but excluding applicable taxes and duties. Applicable taxes and duties shall be quoted separately by the Contractor. It will be the responsibility of the contractor to pay for all taxes under the applicable laws arising from its income out of operations/activities/services/business
- b. SOVTECH shall deduct taxes/other charges as per the applicable laws from the amounts due and payable to the Contractor wherever applicable.
- c. The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible.
- d. Service taxes, VAT-, Sales Tax, Octroi as applicable shall be payable to the contractor at rates prevailing at the time of issue order of contract. The rates quoted by the firm should therefore be excluding of Service taxes, VAT-, Sales Tax, Octroi and should be indicated separately.
- e. For arriving at the lowest rate, the rates quoted by the firm excluding Service taxes, VAT-, Sales Tax, Octroi will be taken into consideration. However, while computing the total price, Service taxes, VAT-, Sales Tax, Octroi prevailing at the time of order shall be calculated.

13. **Termination for Default:**

- a. SOVTECH may, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Contractor, terminate the Contract in whole or part provided the breach is not cured within such notice period. The contract will be termed as breach of contract if any of the following events takes place.
- b. If the Contractor fails to deliver any or all of the services within the period(s) specified in the Contract.
- c. If the Contractor in the judgment of SOVTECH has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If the contractor withdraws / suspends the support service during the term of warantee
- e. SOVTECH may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Government.

14. **Notices**

- a. Any notice or other document, which may be given by either Party under the contract, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or by email
- b. In relation to a notice given under this contract, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Member Secretary, SOVTECH, Dr B R Ambedkar Institute of
Technology campus, Pahargaon, South Andaman
Port Blair, Andaman & Nicobar Islands, Pin - 744103
Phone: +91 03192-250587 Fax: +91 03192-259225
email: sovtech.and@nic.in

- c. Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered

in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter) or delivered through email.

- d. Either Party to this contract may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other party reasonable prior written notice of the new information and its effective date.

15. **Force Majeure**

- a. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- b. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The SOVTECH will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- c. In case of a Force Majeure all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

d. Force majeure clause shall mean and be limited to the following in the execution of the contract:

1. War / hostilities
2. Riot or Civil commotion
3. Earth quake, flood, tempest, lightning or other natural physical disaster
4. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the Contractor, which prevent or delay the execution of the order by the Contractor

16. **Arbitration**

a. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the SOVTECH shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to arbitrator, to be appointed by Administrator (Hon'ble Lt. Governor), A & N Island and the award of the arbitrator, shall be final and binding on both the parties. Any arbitration arising in course of this Contract shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Port Blair, Andaman & Nicobar Islands, India.

Member Secretary
SOVTECH

Copy to:-

1. Placed on Website www.andaman.gov.in
2. Notice Board of SOVTECH

Tender No.

Pre-Qualification cum Technical Bid

(To be filled by the bidder)

1.	Name and full address of the bidder including. Postal, telephone and Fax number	:	
2.	Whether Manufacturer or Authorized dealer/ Authorized Business Partner	:	(Enclose proof)
3	If Authorized dealer, authorization letter as per format available enclosed- Annexure-IV		Enclose authorization letter as per format - Annexure-IV
4.	Whether Earnest money deposited	:	Yes/ NO
5.	If yes, FDR/Demand Draft No, Date and Name of Issuing Bank	:	
6.	If no, reason with documentary evidence	:	
7.	Validity of offer	:	
9	PAN number (enclose self attested copy of PAN Card)	:	(enclose self attested copy of PAN Card)
10	Self attested copy of last two years (2014-15 and 2015-16) audited balance sheet		Yes / No
11	Self attested copy of Registration certificate of the company / firm with appropriate authority.		Yes / No (enclose self attested copy of registration certificate)
12	Self attested copy of ; a.i.A.a. Partnership deed in case of partnership firm OR a.i.A.b. Articles of Association / Memorandum and Bye Laws in case of Limited Company OR a.i.A.c. Bye laws in case of Cooperative Society.		Yes / No (enclose self attested copy of document)
13	Authorization letter of Board of Directors in company's letter head in case of Limited Company/ Cooperative Society OR all partners		(enclose copy of resolution)

	in respect of Partnership firm authorizing the representative of the firm to sign the bid documents / agreements / correspondences on behalf of the company / firm.		
14	Whether Customer Service / Support Center is available at Port Blair.		Yes / No
	If Yes please provide the contact person name, address, contact phone number, mobile number and e.mail address.		
15	Self attested copy of Service Tax/ Sales Tax/ VAT registration certificate		Yes/ No (enclose self attested copy of registration certificate)

Place:

Date:

Company Stamp

Signature
Authorized Signatory

Annexure-II

FINANCIAL BID

(to be filled by the bidder and must be kept in “Price Bid” part of the Tender)

Tender No.

Sl No	Description of software	N o . O f l i c e n s e r e q u i r e d	(Rate per license in INR)	Total cost (INR)	Support for 12 months (INR)	Support for 24 months (INR)	Support for 36 months (INR)
1	“License VERITAS net backup enterprise client 7.7 WIN/LNX/SQLX64 1 server tier 2 std lic. Gov band S software	35					

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		w i t h i n o n e y e a r					
2	License VERITAS net backup client application and database pack 7.7 WIN/LNX/SQLX64 1 server tier 2 std LIC. Gov band S software	6 i m m e d i a t e r e q u i r e m e n					

		t + 1 0 w o u l d b e r e q u i r e d w i t h i n o n e y e					
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		a					
		r					
	Total						
4	Sales Tax/ VAT/Octroi (indicate item wise quote separately)						

Place:

Date:

Company Stamp

Signature
Authorized Signatory

UNDERTAKING

Date

Tender Notice No.

To

Member Secretary,
SOVTECH
DBRAIT Campus
Pahargaon, Port Blair-744103
Phone No. 03192-259200/ 259029

Sir,

Having examined the conditions of Tender Document and Specifications of the software's, the receipt of which is hereby acknowledged. We, the undersigned, offer to **supply, install and commission following software's at servers identified at A & N State Data Center** and provide **comprehensive support for 12/24/36 months:**

Sl. No.	Name of the Software
1	“License VERITAS net backup enterprise client 7.7 WIN/LNX/SQLX64 1server tier 2 std lic. Gov band S software
2	License VERITAS net backup client application and database pack 7.7 WIN/LNX/SQLX64 1server tier 2 std LIC. Gov band S software

We undertake, if our bid is accepted, to undertake the work of supply of licenses of the software and also provide comprehensive support as per the terms and conditions of the Tender Notice.

We agree to abide by this bid for a period of 12/24/36 months from the date of issue of purchase order.

We are submitting a Demand Draft for Rs./- (Rupeesonly) in favour of “Executive Officer, SOVTECH”, towards the Earnest Money.

This Bid, together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 2016

Name and Signature of
authorized signatory,

Company Seal.

Annexure-IV

<Date>

To,
Member Secretary
SOVTECH,
Port Blair, Andaman and Nicobar Islands

Manufacturer's Authorisation Form (MAF)

Tender Notice No. SOV/1-28/SDC/2015

Veritas Storage (Singapore) Pte. Ltd having its office address at 10 Eunos Road 8, #09-02 Singapore Post Centre, Singapore, 408600, ("Veritas"), publishes, manufactures and distributes certain computer software and hardware products ("Veritas Products") and has been informed by <Name of the firm> that they are submitting a bid and will be signing a contract with you against the above Tender which may involve the purchase of the following Veritas Products: "**Netbackup**"

- 1) It is Veritas's standard business practice:-
 - a) to provide software updates, upgrades, patches/fixes for the Veritas products for a period of 5 years from date of this letter provided that you
 - (i) maintain a valid maintenance and support agreement with the Veritas Products
 - (ii) apply the latest upgrades and patches which Veritas has made available
in connection with the Veritas Product and
 - (iii) subject yourself to Veritas' then current policies and prices, including, without limitation, our end of life policies and migration policies for the Veritas Product.
- 2) Veritas Products provided under this letter in response to the Tender upon its successful award, shall be commercially available Veritas Products.

Please note that <Name of the firm> is an independent contractor and has no authority to commit and/or bind Veritas or its affiliates in any way without Veritas's express consent.

Yours sincerely

For and or behalf of Veritas Storage (Singapore) Pte Limited
Name
Designation

Company seal

