



نادي تراث الإمارات
Emirates Heritage Club



Proposal for Backup Requirements

Submitted By



Boney Varghese

Account Manager

boney@emircom.com

050 5260545

To:	EMIRATES HERITAGE CLUB	Tel No:	
Attn:	Finance Department	Fax No:	
From:	Boney Varghese	Email:	boney@emircom.com

Date:	7 th April, 2016	Ref:	A-QR-BV-0133 EHC-16
Total Number of pages, including this cover		5	

Sub: Backup Requirements

Dear Sir,

With further reference to subject RFQ, please find below our offer for the same. We look forward to your earliest confirmation and assuring you of our highest quality of products and services at all times.

Product Number	Description	Qty	Unit Price	Total Price
0E7IOZU0-BI1GA	SYMC ENDPOINT PROTECTION 12.1 PER USER BNDL VER UG LIC GOV BAND A BASIC 12 MONTHS	90	30.00	2,700.00
13670-M2954	BACKUP EXEC SERVER ED WIN 1 SERVER ONPREMISE STANDARD LICENSE + ESSENTIAL MAINTENANCE BUNDLE UPG INTIAL 12MO GOV	5	1,519.00	7,595.00
13112-M2954	BACKUP EXEC AGENT FOR APPLICATIONS AND DBS WIN 1 SERVER ONPREMISE STANDARD LICENSE + ESSENTIAL MAINTENANCE BUNDLE UPG INTIAL 12MO GOV	3	1,519.00	4,557.00
13683-M2954	BACKUP EXEC ENT SERVER OPT WIN 1 SERVER ONPREMISE STANDARD LICENSE + ESSENTIAL MAINTENANCE BUNDLE UPG INTIAL 12MO GOV	1	4,574.00	4,574.00
11094-M2954	BACKUP EXEC OPT LIBRARY EXPANSION WIN 1 DEVICE ONPREMISE STANDARD LICENSE + ESSENTIAL MAINTENANCE BUNDLE UPG INTIAL 12MO GOV	1	1,519.00	1,519.00
21344734-M1	BE 15 SVR WIN ML MEDIA CORP	1	176.00	176.00
Additional Tapes				
C7974A	HP LTO4 Ultrium 1.6TB RW Data Tape	7	145.00	1,015.00
C7978A	HP Ultrium Universal Cleaning Cartridge	1	448.00	448.00
Additional Memory for Existing Servers				
713985-B21	HP 16GB 2Rx4 PC3L-12800R-11 Kit	8	1,119.00	8,952.00
Renewal of Existing Tape Library Support NBD				

U3BF0PE	HPE 1 year post warranty Foundation Care Next business day MSL 2024 Service –	1	3,437.00	3,437.00
Professional Services				
EMIR-SERV	Installation, Configuration and Testing. <ul style="list-style-type: none"> Adding RAM to existing HP servers Adding tapes to existing tape drive and reconfiguration. Symantec Backup Installation and Configuration for Servers. Antivirus Server Installation and Configuration. Standard as built documentation covering low level and high level design will be provided on project completion. 	1	12,000.00	12,000.00
GRAND TOTAL IN AED				46,973

Notes: Existing Rack to be used.

Notes / Exclusions:

2. Any network connectivity / readiness are out of our scope
3. Existing data/application backup
4. Existing HP server RAM upgrades only excluding any warranty extension
5. ERP application migration
6. Symantec backup license for VMware hosts
7. Antivirus Installation on Client PC

COMMERCIAL TERMS & CONDITIONS

1. **Prices:** Net in DHs for supply and installation.
2. **Delivery:** 4-6 weeks from the date of the order subject to compliance with governmental norms governing exports & imports and manufacturing delays from suppliers
3. **Payment Terms**
 1. 100% payment of hardware/software on delivery
 2. 100% payment of professional services on signoff
4. **Warranty**
 - a. 1 year on Symantec Backup
5. **Validity:** 30 days

OVERRIDING TERMS AND CONDITONS

1. Definitions:

"EMIRCOM" shall mean a company organized under the laws of the United Arab Emirates, and having a place of business at PO Box 34895 Abu Dhabi;

"CLIENT" shall mean EHC;

"CONDITIONS" shall mean these terms and conditions;

"DOCUMENT" shall mean this proposal;

"WORKS" shall mean the supply of products and provision of services, as stated in the DOCUMENT;

"WORKS COMPONENTS" shall mean the hardware and software components of the WORKS.

2. Notwithstanding any provision stating the contrary elsewhere in the DOCUMENT:

- 2.1 except for liability for death or personal injury: (i) in no event shall EMIRCOM's liability arising out of or in connection with the DOCUMENT from any and all causes whatsoever and regardless of the form of action, whether in contract, in tort or under any statute, including negligence and strict liability, exceed in the aggregate, twenty-five percent (25%) of the total amounts received by EMIRCOM from CLIENT as payment for the WORKS supplied by EMIRCOM, under the DOCUMENT, until the time that such liability arose; (ii) in no event shall EMIRCOM have any liability for any lost revenues or profits or other indirect, incidental, special or consequential damages, or punitive damages, however caused and on any theory of liability arising out of the DOCUMENT including but not limited to loss of anticipated profit or good will even if EMIRCOM has, or should have any knowledge, actual or constructive, of the possibility of such damages;
- 2.2 In the event that CLIENT is able to establish that, EMIRCOM has failed to deliver any part of the WORKS, EMIRCOM shall pay to CLIENT, liquidated damages in the amount of 1% (one percent) of the price quoted by EMIRCOM for the portion of the delayed WORKS, for each week of delay. The maximum amount payable to CLIENT by EMIRCOM with regards to any delayed portion of the WORKS shall be 5% (five percent) of the price quoted by EMIRCOM for that particular portion of the WORKS. The liquidated damages payable by EMIRCOM as stated herein in 2.2, represent the CLIENT's sole remedy and EMIRCOM's sole liability with regards to any delay by EMIRCOM in the performance of the WORKS;
- 2.3 Any and all intellectual property rights to be granted by EMIRCOM to CLIENT with respect to the WORKS shall only be to the extent expressly permitted by the manufacturer and, if applicable, the distributor of the WORKS COMPONENTS. CLIENT shall sign any end user license agreement proposed by the manufacturer of the WORKS (or any component thereof) and shall adhere to any and all license the terms and conditions of such manufacturer;
- 2.4 CLIENT shall always be reasonable when exercising discretion and may not unreasonably delay and/or withhold payments to EMIRCOM;
- 2.5 CLIENT shall not have the right to fully, or partially, suspend and/or terminate the WORKS, for convenience or otherwise;
- 2.6 No variation orders and/or change orders shall be binding on EMIRCOM unless expressly agreed to in writing by EMIRCOM;
- 2.7 Client shall not have any rights whatsoever to inspect and/ or audit EMIRCOM's books, records and / or premises.
3. In the event of any conflict between the provisions of the DOCUMENT and these CONDITIONS, these conditions shall supersede and prevail.