EdCIL/Admin./Antivirus-NPIU/2015   17th August, 2015

Dear Sir,

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**Subject: <u>Procurement of Anti Virus Trend Micro Client Server Suite-Worry Free
Business Security Standard Software for NPIU Project Office, EdCIL House, 18A,
Sector 16A, Noida.</u>**

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This corporation intends to procure anti-virus software for our NPIU Project Office, EdCIL House, 18A, Sector 16A, Noida as per details mentioned in the schedule of requirements at Annexure-I.

If you are in a position to meet the requirement as per Annexure-I, you are requested to submit your sealed quotation based on the terms & conditions as set forth hereunder.

The quotation is based on single bid system.   The envelope should contain the following documents.

1.   Earnest Money Deposit (EMD) of Rs. 2,000/- (Rupees Two Thousand only) by   Demand Draft only drawn in favour of EdCIL (India) Limited' Payable at Delhi/Noida.   **Any bid received without EMDs will be summarily rejected.** However, Bidders registered with DGS&D, NSIC or MSEs are exempted from payment of EMD.

2.   Price Bid to be submitted as per Annexure- II.

2.   Letter of acceptance to the terms and conditions of the NIQ.

3.   The firm/ company should be Original Equipment Manufacturer (OEM) or Authorized Service Providers/Dealers.

4.   The company should have at least Rs. 3 Lakhs of annual turnover in last two financial years i.e. for Financial Year 2012-13 & 2013-14. A Turn-over certificate from Chartered Accountant of the company is to be enclosed.

5.   Tenderer should furnish details of supply of anti virus carried out by them in last three years giving complete details viz. name of the clients/ customer and their contact numbers with copies of the award letters.

1. SCOPE OF WORK-

1) The software should be capable of detecting and cleaning all types of malware, Viruses, worms, trojans, ad ware, spy ware, phishing, potentially unwanted and unsafe applications and application intrusions using a single inbuilt virus scanning engine.

2) Software should have Proactive Detection feature.

3) The software should not affect the system resources with less consumption of system resources which include RAM, CPU and H.D Space utilization.

4) Must scan and block threats originating from Floppy disks, CD ROMs, USBs and Network Drives automatically in real-time when accessed

5) Detect and remove infected files on the fly in real time.

6) Should not have file size restriction in real time and On Demand Scanning.

7) Allow / prevent the concerned I.T Personnel to change the settings of antivirus   by password protecting the software.

8) Updates to be available online.

9) Any other as per requirement of the project.

10) Antivirus Software must provide automated download of latest virus signature updates from the Internet to Laptops.

11) Should prevent memory Intensive Processes for laptops-Prevents memory intensive processes like scheduled scans from running whenever the laptop is running on a battery.

12) Should support file scan caching to avoid repetitive scanning of files which are unchanged since the previous scan.

13) Should Automatically checks & Downloads critical updates from the Microsoft website to prevents malwares from exploiting vulnerabilities, existing in the Operating System.

14) Should include the Rescue Disk for removing virus from infected computers that cannot be cleaned in the normal mode of Windows Operating system.

15) Should identify a downloaded file or application is dangerous before install or run it on the computer.

16) Browser Protection – Should proactively protects by checking and blocking online threats when browser loads, to stop online threads before they can do damage.

17) The solution must be able to auto-quarantine or auto-delete spyware or adware.

18) Should have enhanced tamper protection that guards against unauthorized access and attacks, protecting users from viruses that attempt to disable security measures

19) Browser Protection – Should proactively protects by checking and blocking online threats when browser loads, to stop online threads before they can do damage.

20) Shall support for all console based and supported Windows Server 2003/2008/2012 R2, Windows Xp/7/8/10 (desktops) for server & Desktop.

21) Shall support without Console based and supported Windows Xp/7/8/10 (Desktop) for Laptops.

2. **TERMS & CONDITIONS:**

Your quotation will be considered only for the specifications given at the Annexure-I. Other terms & conditions will be as under: -

1. Since the delivery of software is to be made at Noida, sales tax to be charged should be shown separately; if no sales tax is shown separately, it will be presumed that sales tax is included in the rates.

2. You are requested to quote your Local Sales Tax No. _____ or Central Sales Tax No. _____ whichever is applicable for the purpose of making payment on account of sales tax/central sales tax.

3. **SUBMISSION OF TENDER**: The quotation in the enclosed format should reach in a sealed cover superscribed "**Quotation for Procurement of Anti-virus for NPIU, EdCIL, Noida**" addressed to the Asst. Manager (Admin.), EdCIL (India) Ltd., Ed.CIL House, 18A, Sector 16A, NOIDA so as to ***reach not later than 1500 hrs. on 25/08/2015.*** The quotation received after the due date will not be entertained.   Any quotation received without the above superscription on the face of the envelope will not be entertained.

4. **OPENING OF THE TENDER:** Sealed tender received up to **15.00 hours on 25/08/2015** will be taken up for opening. Tender received after the specified date and time will not be accepted. Ed.CIL reserves the right to disqualify any or all of the tenders in case it is not satisfied with the documents furnished or otherwise without assigning any reasons thereof. The bids will be opened up on the same day i.e on **25/08/2015 at 1600 hrs.** before the evaluation committee and the bidders in the office premises at **EdCIL (India) Limited, Sector 16A, Plot 18A, NOIDA – 201 301**.

5.   All the amount shall be indicated by the vendor in figures as well as in words. Where there is any difference between price quoted in figures and words, amount quoted in words shall prevail.

6.   Your quotation shall remain open for acceptance for 90 days or as may be specified from the date of opening. No revision / modifications in the quoted rate will be allowed during the period of validity of quotation or the extended period.

7.   The software on receipt at our office will be inspected. The supplier shall have to replace the software, if any found defective at site/office on free of cost basis.

8.   Supplier shall guarantee/warranty that the software supplied by them whether manufactured by them or their subcontractor or purchased from any other source and supplied to Corporation shall be new and free from all defects arising due to defective material or manufacturing defects.

9.   The Corporation reserves the right to cancel the contract if the software supplied fall below the required specifications and also if the deliveries are not made in accordance with the delivery schedule.

11.   The successful vendor shall not sub-let or assign this contract or any part thereof without obtaining prior written permission of the Corporation otherwise the Corporation shall have the right to cancel the contract and to purchase the goods elsewhere and the successful vendor shall be liable to the Corporation for any loss or damage which the Corporation may sustain in consequence or arising out of such purchase.

12.   The payment will be made within 30 days on receipt of invoice (in duplicate) against successfully supply & installation of equipment at respective site by a crossed a/c payee Cheque. The supplier is also required to submit delivery & installation challan signed from authorized person at respective site.

13.   The offers should be based on the most suitable equipment/item incorporating the latest technology to ensure smooth and trouble free working of the software.

14.   In the event of the quotation being submitted by a firm it must be signed separately by each partner holding Power of Attorney authorizing him to do so.

15. In case of a Company the quotation should be submitted in the manner as laid down in the said Company's Articles of Association.

16. You are requested not to erase or mutilate any word(s) or figures occurring in your quotation, otherwise the quotation may be ignored. The overwriting is not allowed.

17. Delivery of software is required to be made within 15 (fifteen) days strictly from the date of receipt of purchase order in this regard positively, failing which the EMD deposited with the quotation will be forfeited.

18. Services during warranty period

The maximum response time for maintenance complaint during warranty period (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours. The period for correction of defects in warranty period is 48 hours.

In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement.

In case the rectification of defects is not carried out within 48 hours and replacement of defective items are not provided, a penalty of sum equivalent to 2.5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable upto a maximum of 4 weeks (maximum 10%). Subsequently, the rectification shall be carried out by the consignee at the risk and cost of the supplier. The cost of repairs along with the penalty of 10% shall be recovered by encashing the performance bank guarantee submitted by the supplier and the balance amount if any, will be returned to the Supplier after completion of warranty obligations.

19. This Corporation also reserves the right to accept or reject any quotation in whole or in parts without assigning any reason thereof.

20. EdCIL reserves the right at the time of issue of Purchase Order to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Bid without any change in unit price or other terms and condition.

21. The Supplier shall make all arrangements towards safe and complete delivery at the designated locations indicated by EdCIL in the Purchase Order. Such responsibility on part of the supplier will include taking care of insurance, freight, state level permits etc. as applicable.

22. The quotation submitted by the vendors will be evaluated either independently or jointly to arrive at the L-1 price, which is the sole discretion of this corporation. Further, the Corporation does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.

23. Agencies, which have failed to fulfill earlier contractual obligations, may not be considered.

24. Your quotation should be free from overwriting. All corrections and alteration should be duly attested by the vendor/tenderer.

25. The quotation should be unambiguous in all respects.

26. All the documents & annexure etc. should bear the page numbers, signed & sealed by the authorized signatory of the firm.

27. Vendors registered with MSME/NSIC will be given purchase preference as per the Government Procurement Policy 2012.

27. The quotation should be unambiguous in all respects.

28. **TERMINATION FOR INSOLVENCY :** EdCIL may at any time terminate the Contract Agreement by giving a written notice to the awarding firm, without compensation to the firm, If the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to EdCIL.

29. **FORCE MAJEURE :** (i) Should any force majeure circumstances arise, each of the contracting parties shall be excused for the non-fulfilment or for the delayed fulfilment of any of its Contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.

    (ii) Force Majeure shall mean fires, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lock-outs beyond the control of either party.

30. **ARBITRATION:** In the event of any question, dispute or difference arising between EdCIL and the company relating to any matter arising out of or connected with the servicing, maintenance and installation/delivery, job assigned to the firm for execution under the contract agreement, the same shall be referred to the Sole Arbitration of an officer to be nominated by Chairperson & Managing Director, EdCIL. The decision of the Arbitrator shall be final and binding on both the parties to the agreement

Yours faithfully

(Sushant Dey)
Asstt. Manager (Admin.)

TECHNICAL SPECIFICATIONS

Anti-Virus Software should have the following features/capabilities as given below:-

S.No	Feature/Capability	Compliance to the Feature clause wise clause
1.	PC, Laptops, Windows Servers	
2.	Mac Clients (IMacs and MacBooks) and Servers	
3.	Defends against viruses, spyware, and other malware	
4.	Advanced URL helps you control employee access to websites	
5.	Firewall blocks or allows certain types of network traffic	
6.	Behaviour monitoring protects clients from unusual modification to OS or installed software	
7.	Web reputation prevents access to URLs that pose security risks.	
8.	Device control limits access of USD drives and other attached devices to prevent data loss and block threats.	
9.	Web Management Console via LAN or VPN	
10.	Management server location (on premises)	
11.	Updates and patches pushed to users (Manual with complete control)	
12.	Policy pushed to users via LAN or VPN.	
13	**Name of the Product (Anti Virus Trend Micro Client Server Suite-Worry Free Business Security Standard)**	

PRICE SCHEDULE (Price Bid)

(in Rs.)

Description	Items & Qty.			Total Amount without Tax	Tax, if any
Anti-virus software licenses with key features and specification as specified in technical specification	**Server (04)**	**Desktop (27)**	**Laptops (04)**		
	Console Based				
	For the period of **One Year**				

Total cost in Rs. (words) without tax : _____

Total cost in Rs. (words) with tax:_____

Authorized signature with date & Seal of organization