

**Subject: Renewal of license and Subscription for annual maintenance contract for Cyberoam CR 25ia Internet Security Systems for NPIU Project office, EdCIL House, 4<sup>th</sup> Floor, 18A, Sector 16A, Noida.**

**Dear Sir,**

This corporation intends to renewal of license and subscription of annual maintenance contract of Cyberoam CR 25ia Internet Security Systems for NPIU Project office, EdCIL House, 4<sup>th</sup> Floor, 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.
3. The bidder shall be an Indian Company/ firm engaged in providing/ maintenance of Cyberoam-CR-25ia for last two years in Delhi NCR and having maintenance branch office in Delhi/NCR (Supporting documents to be enclosed).

Contd. 2/-

4. Bidder shall be an Authorized Service Provider of Cyberoam – Unified Threat Management Solution. (A certificate in this regard has to be produced by the Bidder from OEM in original).
5. Bidder should furnish details of supply of Cyberoam CR25ia 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.
6. Letter of acceptance to the terms and conditions of the NIQ.
7. You are requested to submit an undertaking alongwith bid as stating that you are not black listed by any Govt. organization in the last three years and you have no dispute with any Govt. Department.
8. 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.

## **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 support for 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 Renewal of License for Cyberoam CR 25ia for NPIU**" 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 22/06/2015***. The quotation received after the due date will not be entertained. Any quotation received without the above superscription on the face of the envelop will not be entertained.

4. **OPENING OF THE TENDER:** Sealed tender received up to **15.00 hours on 22/06/2015** 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 22/06/2015 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 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 bidder 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 license elsewhere and the successful bidder 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. **PAYMENT TERMS:** For products 100% after delivery and installation of licenses. For subscription of Annual Maintenance contract: 50% advance in two 6-monthly installments or 100% against Bank Guarantee.
13. **PENALTY:** In case the equipment/accessories are not supplied within specified delivery period, or the installation and commissioning is delayed beyond the specified time, a penalty @0.05% of the Purchase Order value per day will be charged from the supplier. The same would be deducted from the final payment.

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. 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.

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

20. Agencies, which have failed to fulfill earlier contractual obligations, may not be considered.
21. Your quotation should be free from overwriting. All corrections and alteration should be duly attested by the vendor/tenderer.
22. The quotation should be unambiguous in all respects.
23. All the documents & annexure etc. should bear the page numbers, signed & sealed by the authorized signatory of the firm.
24. Vendors registered with MSME/NSIC will be given purchase preference as per the Government Procurement Policy 2012.
25. The quotation should be unambiguous in all respects.
26. **Warranty and support:** The warranty shall be On-site, comprehensive, back-to-back from Original Equipment Manufacturer (OEM) for a period of 1 years from the date of installation. The warranty also includes all software subscriptions (critical hot fixes, service packs, and major upgrades). Replacement of failed hardware within 24hrs from the time call is lodged. The penalties for any non-compliance is defined under clause no. 17. Software updates and upgrades during period of warrant should be at no cost to EdCIL.
29. **Annual Maintenance Contract (AMC):** The AMC shall be On-site, comprehensive, back-to-back from OEM for a period of 2 years from the date of expiry of warranty. Software updates and upgrades at no cost to the EdCIL. Replacement of failed hardware within 24hrs from the time call is lodged. The penalties for any non-compliance is defined under clause no. 17. Comprehensive on-site support from bidder for day to day operational issues as and when required.
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.)

## ANNEXURE-I

### TECHNICAL SPECIFICATIONS

<b>S.No</b>	<b>Feature/Capability</b>	<b>Required Specifications</b>	<b>Compliance to the specifications clause wise clause</b>
1.	<b>Gateway Anti-Virus &amp; Anti-Spyware</b> -	<ul style="list-style-type: none"> <li>-Virus, Worm, Trojan Detection &amp; Removal</li> <li>- Spyware, Malware, Phishing protection</li> <li>- Automatic virus signature database update</li> <li>- Scans HTTP, HTTPS, FTP, SMTP, POP3, IMAP, IM, VPN Tunnels</li> <li>- Customize individual user scanning</li> <li>- Self Service Quarantine area1</li> <li>- Scan and deliver by file size</li> <li>- Block by file types</li> <li>- Add disclaimer/signature</li> </ul>	
2.	<b>Gateway Anti-Spam</b>	<ul style="list-style-type: none"> <li>- Real-time Blacklist (RBL), MIME header check</li> <li>- Filter based on message header, size, sender, recipient</li> <li>- Subject line tagging</li> <li>- Redirect spam mails to dedicated email address</li> <li>- Image-spam filtering using RPD Technology</li> <li>- Zero hour Virus Outbreak Protection</li> <li>- Self Service Quarantine area1</li> <li>- IP address Black list/White list</li> <li>- Spam Notification through Digest2</li> <li>- IP Reputation-based Spam filtering</li> </ul>	

3.	<b>Intrusion Prevention System</b>	<p>Signatures: Default (4500+), Custom</p> <ul style="list-style-type: none"> <li>- IPS Policies: Multiple, Custom</li> <li>- User-based policy creation</li> <li>- Automatic real-time updates from CRProtect networks</li> <li>- Protocol Anomaly Detection</li> <li>- DDoS attack prevention</li> <li>- SCADA-aware IPS with pre-defined category for ICS and SCADA signatures</li> </ul>	
4.	<b>Web Filtering</b>	<p>Inbuilt Web Category Database</p> <ul style="list-style-type: none"> <li>- URL, keyword, File type block</li> <li>- Web Categories: Default(82+), Custom</li> <li>- Protocols supported: HTTP, HTTPS</li> <li>- Block Malware, Phishing, Pharming URLs</li> <li>- Category-based Bandwidth allocation and prioritization</li> <li>- Block Java Applets, Cookies, Active X</li> <li>- CIPA Compliant</li> <li>- Data leakage control via HTTP, HTTPS upload</li> <li>- Schedule-based access control</li> <li>- Custom block messages per category</li> </ul>	
5.	<b>Application Filtering</b>	<p>Inbuilt Application Category Database</p> <ul style="list-style-type: none"> <li>- Application Categories e.g. Gaming, IM, P2P, Proxy: 11+</li> <li>- Schedule-based access control</li> <li>- Block</li> <li>- P2P applications e.g. Skype</li> <li>- Anonymous proxies e.g. UItra surf</li> <li>- Layer 7 (Applications) &amp; Layer 8 (User - Identity) Visibility</li> <li>- Securing SCADA Networks</li> <li>- SCADA/ICS Signature-based Filtering for Protocols - Modbus, DNP3, IEC, Bacnet, Omron FINS, Secure DNP3, Longtalk</li> <li>- Control various Commands and Functions</li> </ul>	
6.	<b>Appliance Key</b>	C106800221-PHHWNQ	
7.	<b>Model No.</b>	CR25ia	

**ANNEXURE - II****PRICE SCHEDULE (Price Bid)**

(in Rs.)

<b>S.No.</b>	<b>Description</b>	<b>Cost excluding tax (Rs.)</b>	<b>Taxes if any</b>
1	Supply of keys/licenses Cyberoam CR 25ia (For 3 Years)  (Total value subscription includes Web and Application Filter, Intrusion Prevention System (IPS), Gateway Anti Virus, Gateway Anti Spam)  <b>Warranty one Year</b>		
2	AMC and 24 X 7 support after expiry the expiry of warranty		
	<b>Total cost (Rs.)</b>		

Total cost in Rs. (words) without tax : \_\_\_\_\_

Total cost in Rs. (words) with tax: \_\_\_\_\_

Authorized signature with date & Seal of organization