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### **Council of Scientific and Industrial Research**

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# Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001 Speed Post

No. 13-2(16)/2007-08-Pur.

To

Dated: 25<sup>th</sup> May 2007

# Sub: Quotation for Purchase of Complete Computer/Server Network Security Solution i.e.Anti- Virus and Anti Spyware solutions etc. for Desktop, Servers, SMTP, HTTP and FTP and Firewall etc.

Sir,

**I.** We are interested in the Purchase of subject noted hardware & software. You are requested to submit your quotation in two-bid system i.e Technical unpriced bid including EMD and required documents and Price Bid for supply, installation and necessary back-up services etc. in accordance with our requirement and specifications .

S.	Required items with Detailed Specification	Qty.
N		
1.	<ul> <li>a. ANTI VIRUS AND ANTI SPYWARE SOLUTION FOR DESKTOP AND SERVERS: Client Security provides unified malware protection for desktops, laptops and server operating systems that is easy to manage and control. It should guard against emerging threats such as spyware and rootkits, as well as traditional threats such as viruses, worms, and Trojan horses. By delivering simplified administration through central management and providing critical visibility into threats and vulnerabilities, it should protect your business with confidence and efficiency. Hence specification for the same are enclosed at 'A' of Annexure I for calling quotations.</li> <li>b.VIRUS AND ANTI SPYWARE SOLUTION FOR SMTP, HTTP AND FTP AND FIREWALL:- It is proposed that CSIR deploy SMTP, HTTP AND FTP Gateway to provide comprehensive protection from Virus/Worms and other malicious codes along with Spam detection and prevention for the messaging / internet infrastructure.</li> <li>Server-level antivirus, anti-spam, and content-filtering products help businesses protect their e-mail and collaboration environments against viruses, worms, spam, and inappropriate content.</li> <li>With a layered, multiple scan engine approach, it should help to stop the latest threats before they impact internet users. Scanning and management innovations, along with Linux mail server and Firewall server integration, maximize administrator control and server availability. It should be Content and file filtering technologies to ensure eliminate inappropriate content and dangerous attachments from internal and external communications.</li> </ul>	For 476 Desktops, Laptops and servers

(.....contd.....)

Hence specification for the same are enclosed at 'B' of Annexure I for calling quotations.

- **c**. CAMC alongwith technical support services as per Technical terms and conditions(Annexure II) for a period of three years.
- II. Please quote detailed specifications of your product along with detailed write up and brochure of your solution/product.
- III. The parameters of the quoted specifications relating to your product must be mentioned in the column no. 3 of the compliance matrix- Annexure I against the relevant parameter of CSIR specifications instead of mentioning Yes.
- IV. You are required to submit the copies of all the documents as requested in the terms and conditions of this inquiry letter.
- V. IN CASE YOU ARE NOT WILLING TO SUBMIT YOUR QUOTATION, PLEASE SEND YOUR REGRET LETTER INDICATING THE REASONS, THEREOF.
- VI. Specifications with compliance matrix Annexure I, Technical Terms and Conditions II, General Terms and conditions Annexure III Financial/Price Bid Proforma Annexure IV and Proforma for Bank Guarantee for EMD at Annexure V and Proforma for the Bank Guarantee for Performance Security at Annexure VI are enclosed herewith.
- VII. The Quotation complete in all respects, should reach this office upto 3:30 P.M on or before 15<sup>th</sup> June 2007 The Technical/Unpriced bid will be opened on the same day at 4:00 P.M in the presence of representatives of the firms who wish to remain present.
- VIII. Quotation reaching this office after the assigned date and time will be treated as "Late" and will not be considered at all.
- IX. The Joint Secretary(Admn.), CSIR reserves the right to reject any or all the quotations or lowest quotation or accept any quotation or part thereof without assigning any reason.

Encl: 16 pages & Total pages including Covering letter = 18 pages.

(R.C. Gupta)
Stores & Purchase Officer

## **ANNEXURE I**

# **SPECIFICATIONS With Compliance Matrix**

Bidders are required to quote specifications of your products in column no. 3 against each parameter instead of mentioning Yes or No. It will facilitate the Technical Evaluation of your quoted products.

# (A) Anti Virus and anti spyware solution for Desktops, Laptops & Servers

C/NI	CCID's Paguirement	Chapification	Doviction if
S/N	CSIR's Requirement	Specification	Deviation, if
(1)	(2)	of your	any in the
		product	quoted
		(3)	specification
			(4)
	Antivirus for Desktops, Laptops	and Servers	
	MAKE AND MODEL :-		
1.	Software must provide Virus protection at		
	Servers and Desktop level and also provide a		
	centralized management console		
2.	Solution must provide automated and		
	centralized download from the Internet to single		
	management console. The distribution of		
	antivirus signatures should happen seamlessly		
	from a single management console to all		
	systems which are under networking across the		
	organization , across different Windows		
	platforms. The machines which are not under		
	network should be updated manually.		
3.	Software must include audit trail logging and		
	reporting capability. It should provide centralized		
	logs and reports of all virus events on Desktops,		
	Laptops and servers, including files checked,		
	viruses found and responses taken. The		
	centralized reporting should include reports like		
	top 10 viruses, top infected machines and other		
	such reports.		
4.	Must protect against all kinds of viruses, trojan		
	horses and worms including: boot sector, master		
	boot sector, memory resident, file multipartite,		
	macro etc.		
5.	Must support exclusion list by file extensions		
6.	Must have quarantine capabilities so as to		
	quarantine a system that has been infected.		
7.	Must scan Floppy disks, CD ROM, all external		
	media and Network Drives automatically in real-		
	time when accessed		
	3	•	•

	M ( 101 11 1 71D AD 1	1
8.	Must scan compressed file archives in ZIP, ARJ	
	and Microsoft Compressed formats. It should	
	also protect from viruses hiding in compressed	
	files, such as Internet downloads and e-mail	
	attachments	
9.	Must provide a variety of ways to handle viruses,	
	including: cure, rename, move, report, delete or	
40	purge	
10.	Must have the capability to automatically copy a	
	file before curing- creating a temporary backup	
11.	Must have heuristic scanning to allow rule-based	
10	detection of unknown viruses.	
12.		
	2000 ((Professional / Server / Advanced Server)	
	/ XP (Professional / Home) / 2003 (Standard /	
40	Enterprise Edition), Linux	
13.	5	
4.4	to the desktop	
14.	Must ensure real time protection even during the signature and engine updating process.	
15.		
15.	updates (daily) and signature updates shall be	
	provided free regardless of the validity of	
	maintenance contract.	
16	The solution should have incremented updates	
10.	facility	
17.	,	
18.		
10.	disinfect, delete, quarantine or block access to	
	that file whenever an infection is found in it (user	
	defined)	
19.	Have detailed system information ( of IP	
	address, System name, type of infection etc )of	
	all clients on the console	
20.		
21.		
	from the Management console.	
22.	The anti virus solution should have the phone	
	home facility to enforce policy and licensing	
	check	
23.		
	user can not change the real time settings	
24.	<b>3</b> ,	
0.5	local scanning, Scheduled scanning	
25.	The anti virus should use the following method	
	to detect the computer virus	
	> Integrity Check: Examines the	
	program's file size to see if it has	
	increased, which may be indicative of a	

		T T	
	virus. This method is used primarily to		
	check the integrity of the Critical Disk		
	Area information.  Interrupt Monitoring: Monitors all		
	Interrupt Monitoring: Monitors all program system calls in an attempt to		
	detect and thwart the sequence of system		
	calls indicative of virus activity.		
	Signature Scanning: Looks for a		
	unique pattern, determined by the OEM,		
	that serves as a sign that a given virus is		
	present. With the knowledge of what to		
	look for and where to look for it, Antivirus		
	software automatically locates and deals		
	with the virus.		
26.	The solution must have content update facility		
	which includes latest version of signature files,		
	scan engines, and program updates, and are		
	available for all supported versions and		
	platforms.		
27.	The solution can provide the logs for real time		
	scanning, local scanning, shell scanning, general events like signature updates		
28	Port Blocking – All the administrator/user to turn		
20.	off(block) specified ports from either outbound or		
	inbound traffic.		
	Anti spyware	<u> </u>	
1.	Must be able to totally protect from spyware,		
	adware, Malware, Trojans, key loggers, P2P		
	Threats, Hackers tools, DDOS Attack Agents, in		
	real time.		
2.	Must be able to support Interactive scan on		
	demand.		
	Observation to a large transfer of the second secon		
3.	Should have centralized management and		
3.	reporting capabilities to deliver reports like top		
3.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by		
3.	reporting capabilities to deliver reports like top		
	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.		
3.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process		
	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.		
	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process termination / file removal of pests in active		
4.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process termination / file removal of pests in active memory.  Must be able to scan from the desktop according to preset or customized configurations.		
4.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process termination / file removal of pests in active memory.  Must be able to scan from the desktop according to preset or customized configurations.  Should have centralized update/download		
4.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process termination / file removal of pests in active memory.  Must be able to scan from the desktop according to preset or customized configurations.  Should have centralized update/download mechanism which should be able to download		
4.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process termination / file removal of pests in active memory.  Must be able to scan from the desktop according to preset or customized configurations.  Should have centralized update/download mechanism which should be able to download details of latest spyware and push the same		
5. 6.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process termination / file removal of pests in active memory.  Must be able to scan from the desktop according to preset or customized configurations.  Should have centralized update/download mechanism which should be able to download details of latest spyware and push the same across all the Desktops, Laptops.		
4.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process termination / file removal of pests in active memory.  Must be able to scan from the desktop according to preset or customized configurations.  Should have centralized update/download mechanism which should be able to download details of latest spyware and push the same across all the Desktops, Laptops.  The solution must be able to auto-quarantine or		
5. 6.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process termination / file removal of pests in active memory.  Must be able to scan from the desktop according to preset or customized configurations.  Should have centralized update/download mechanism which should be able to download details of latest spyware and push the same across all the Desktops, Laptops.  The solution must be able to auto-quarantine or auto-delete spyware or Adware without end-user		
5. 6.	reporting capabilities to deliver reports like top spyware, by category, by infected machines, by risk priority etc.  Real time Active protection on memory, process termination / file removal of pests in active memory.  Must be able to scan from the desktop according to preset or customized configurations.  Should have centralized update/download mechanism which should be able to download details of latest spyware and push the same across all the Desktops, Laptops.  The solution must be able to auto-quarantine or		

9.	The solution should have the pest exclusion policy by pest name, pest category and pest path  The anti spyware solution should have Content updates contain the latest version of signature files, scan engines, and program updates, and are available for all supported versions and platforms.	
	Management Console	
2.	The management console should have dashboard which will give the information about product version, license version, signature update status, top 10 Viruses, top 10 spyware top 10 infected PCs, per virus report, per pest report. The reports should be by user, by action, By branch, by subnet etc. The report should be daily, weekly, monthly and quarterly basis.  The user can have customized reports using any freeware database like Ingres or SQL Express	
3.	The management console can create the anti virus policy for real time, schedule scanning, signature distribution, send for analysis whenever you submit a virus to OEM for further analysis.	

# (B) Anti Virus and anti spyware solution for SMTP, HTTP and FTP Server

S/N (1)	CSIR's Requirement (2)	Specification of your product (3)	Deviation, if any in the quoted specification
	Antivirus, Antispam and content filtering	for SMTP Ga	(4) teway
	MAKE AND MODEL :-		-
1.	Should provide for antivirus and anti spam protection at the SMTP Gateway.		
2.	SPAM prevention based on REAL TIME BLACKHOLE List (RBL) providers.		
3.	Aggressive RBL Checking where the engine looks for spam servers in the email header.		
4.	Spam Prevention based on a search in the email		
5.	body, header & attachments.  Spam prevention based on a pre-defined spam dictionary White List for trusted mail server,		

	relays, email users and domains for a		
	configurable time		
6.	Attachment type recognition based on		
	attachment extension, content, file type or file		
	name.		
7.	Should search for keywords in the message		
	content and block and alert the administrator in		
	case found.		
8.	Facility of blocking e-mail addresses from where		
	we do not want to receive e-mails.		
9.	Web-based GUI for Real-time User Self-		
	management		
10	The anti spam signatures updates should be as		
. •	fast as once a day.		
	ract ac crise a day.		
11.	The default SMTP rule includes the following		
11.	content filters for incoming email:		
	Advanced Spam Filter including		
	sender reputation, Baysian filtering, and an		
	IP RBL filter		
	Domain RBL Filter Searches the		
	email body for HTTP links in domains		
	listed in the Domain RBL Providers list		
	Evasion Techniques Filter		
	<ul> <li>Malformed filter</li> <li>Profanity Filter</li> <li>Incoming Viruses Filter</li> </ul>		
	Profanity Filter		
	Incoming Viruses Filter		
	Virus Hoaxes Filter		
	Deny List Filter		
	·		
Web	Content Management(Gateway) (HTTP+F	TP antivirus a	nd content
	• • • • • • • • • • • • • • • • • • • •	ii aiitiviias a	
filter	COID's Demoirement	On a sifi soft on	Davieties if
S/N	CSIR's Requirement	Specification	Deviation, if
(1)	(2)	of your	any in the
		product	quoted
		(3)	specification
			(4)
	MAKE AND MODEL		
1.	Should have inbuilt industrial strength antivirus		
	engine to scan against viruses on the HTTP/FTP		
	through a proxy server.		
2.	URL filtering solutions & have the ability to		
	categorize URLs and have policies to block		
	unwanted or unproductive or restricted URL		
	sites.		
3.	It must support regular expression keyword		
٥.	search in the HTML body, title, and downloads.		
A			
4.	File type recognition based on file extension or		

	file content.		
5.	Protection from Phishing, P2P File Sharing and		
	Spyware		
Man	agement Console for Anti Virus, Anti Spa	m, Content In	spection at
	Gateway		
	MAKE AND MODEL		
1.	Web-based GUI for Real-time User Self-		
	management		
2.	Ability to Create Custom Reports		
3.	Role-based Administration		
4.	The repots can be created in html/ RTF/ XLS/		
	Text formats		
5.	The management console should have report		
	scheduler to create automatic reports		
6.	The management should have the predefined		
	reports on SMTP:		

# (C) Hardware Firewall – 2 numbers

S/N	CSIR's Requirement	Specification	Deviation, if
(1)	(2)	of your	any in the
		product	quoted
		(3)	specification
			(4)
	Hardware Firewall		
	MAKE AND MODEL :-		
1.	Firewall should be ICSA certified / Common		
	Criteria Evaluated Assurance Level 4 (EAL 4)		
2.	Firewall with 400 mbps through put or more.		
3.	Firewall should have unlimited number of users		
	and VPN Clients		
4.	Concurrent Session - 2,50,000		
5.	Firewall should have built in load balancing (		
	Inbound Load Balancing, Outbound Load		
	Balancing and Server Load Balancing)		
6.	Should have Band Width Management		
	Functionality with QOS ( Quality of Service )		
7.	It should have a unified architecture at the		
	Management Console		
8.	Firewall should support multiple ISP(minimum 3		
	links simultaneously)		
9.	Firewall should support multi layer inspection		
10	Console should be able to do log analysis and		
	incident management		
11	Should have built in reporting tool.		

4.0	TCD State Aware Dealest Filter Technology	
12	TCP State Aware Packet Filter Technology.	
13	Firewall should provides out-of-the-box filtering	
	support for most popular network services,	
	including simple TCP/IP and complex protocols	
	such as FTP, RealAudio, and more	
14	Firewall rules can be created based on user ID or	
	user group inside an NT domain, or RADIUS	
	server, eliminating the need for a separate user	
	database.	
	databass.	
15	Firewall should hides sensitive servers from	
	prying eyes through its address translation	
	facility. It provides users of private servers	
	access to outside systems and services, without	
	revealing the IP address of the server. Firewall	
	allows you to use existing IP addresses for	
	intranet sites, even though they may not be valid	
	for use on the Internet. Internal IP addresses can	
	be automatically translated to valid addresses for	
	Internet use.	
16	Firewall should provide extensive alerting options	
	including console, paging, faxing, and	
	customized command line execution.	
17	Firewall should provide network traffic and	
	operational visibility centrally from multiple	
	firewall deployments. Information such as firewall	
	host, vital status, current connection, routing	
	table, and more is available for observation and	
	monitoring. In addition, Firewall provides	
	extensive logging, enabling network usage to be	
	easily audited.	
18	All Firewall rules are created with defined	
	network entities — including host, subnet, IP	
	range, and more for clarity and safety.	
19	Firewall rules can be activated/ inactivated	
- 20	Firewall should include an autrematicular a	
20	Firewall should include an extremely visual and	
	intuitive GUI. Network administrators can	
	visualize network resources, and easily perform	
	tasks like dragging and dropping policies to	
	various resources.	
21	Firewall should ensure Accuracy Of New Rules.	
	A rules tester simulates network sessions,	
	helping you walk through the rules base to	
	ensure accuracy of your rules definitions and	
	helping ensure these new rules are consistent	
	with your overall security policy.	
	with your overall socurity policy.	

22	Firewall should allow you to define your network security policies centrally. These policies are automatically propagated throughout the enterprise	
23	Firewall should have internet wizard GUI to make firewall rules	
24	Firewall rules should be created specifically for different applications and services such as HTTP, SMTP, FTP, Telnet etc	
25	Firewall should have TCP/ IP stack protection i.e. all packets are intercepted before they enter in the TCP/ IP stack so bad packets can be detected and dropped before they do any damage.	
26	Firewall should have alert mechanism on number of criteria like email, pager, broadcast, SNMP etc	

### **Technical Terms and conditions:-**

Techr	nical Terms and conditions
1.1	The Vendor will provide real time threat notification services.
1.2	The Vendor will provide installation and configuration.
1.3	Vendor/ OEM will provide all the updates and upgrades including version
	upgrades (including their reinstallation) free of cost during the valid licensed
	period.
1.4	The Vendor will give unlimited number of support call with 4 hour response time.
1.5	Initially the contract for the procurement of antivirus software, hardware firewall
	and technical support shall be awarded for a period of one year, which can be
	renewed for next years depending on satisfactory performance during the period
	subject to the condition that the same is approved by competent authorities of
	CSIR. CSIR reserve the right to renew or not to renew the above.
1.6	One Resident Engineer should be made available in CSIR on all working days
	between 9.00 AM to 5.30 PM for services of anti virus etc / firewall in CSIR
	premises. In case of emergency services during holidays and after working
	hours, the same will be made available at no extra charges.
1.7	If the services of the firm are not found satisfactory, at any stage during the
	period of contract, the Joint Secretary(Admn.) CSIR reserves the right to
	terminate the contract and the Performance Bank Guarantee shall be forfeited
1.8	without assigning any reason.  The software packages to be offered should be legally valid, licensed and latest
1.0	version along with the complete set of manuals and at least one media set.
1.9	All software should fully meet the copyright/Intellectual Property Rights
1.9	Regulations. If any particular software does not match with the approved
	specifications or is found inferior in quality or not legally valid, licensed and latest
	version, the same is liable to be rejected. No payment will be made on such
	rejected supply and such items will have to be taken back by you at your cost.
1.10	Documentation which is a part of the media shall be supplied as soft copy along
	with the main software CD which is to be supplied along with the license.
1.11	Preference may be given to solution providers who supply integrated solution at
	Academic License Price Subject to their solution meeting the technical
	specifications of CSIR and are ready to offer supply and installation of the same
	as per CSIR terms and conditions.
1.12	OEM should provide 24 x 7 e-mail, toll free number telephonic support for
	unlimited number incidents

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### **Annexure III**

### **General Terms and conditions:-**

2.1 **Submission of Quotations:-** The quotations shall be submitted under Two Bid System i.e. Techno-Commercial/Un Priced Bid and Price Bid addressed to the Joint Secretary(Admn.), Council of Scientific and Industrial Research, 2 Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001. Both the envelopes should be super scribed with un priced bid and Price Bid, tender number, due date and time, date and time of opening. Both the envelopes should be kept in one envelope then sealed. The Technical/ Un priced bids will be opened first on the prescribed date and time in the presence of representatives of the vendors who wish to be present at that time. The Price Bids of the Technically qualified terms will be opened after the evaluation of technical bids. The date and time for opening the Price bids will be intimated to the Technically qualified firms accordingly. In case, the Tender Opening date is declared a holiday, the tender would be opened on the next working day at the prescribed time.

# 2.2 <u>TECHNO-COMMERCIAL/UNPRICED BID:- MUST CONSIST OF THE FOLLOWING DOCUMENTS:-</u>

- (a) Detailed specifications of your quoted products.
- (b) Detailed Technical Literature in support of quoted specifications.
- (c) Compliance Statement duly filled the parameters of your quoted specifications against each parameter of CSIR specifications and deviation, if any, in the specification of your product as per Annexure I.
- (d) The vendor must enclose Authorization certificate from OEM.
- (e) Copy of VAT/TIN, PAN and Service Tax Registration Certificates.
- (f) Client List: List of reputed clients/Organisation of Central Government/PSU/Autonomous Bodies/CSIR or any of it's Constituent Lab/Institute alongwith the copies of the order to whom you have supplied Network Security Solution i.e Anti-virus and Anti Spyware Solutions etc. for Desktop, Servers, SMTP, HTTP, FTP and Firewall etc. during last two years which can be verified by CSIR if required
- (g) Earnest Money Deposit of Rs. 50,000/- in the form of Demand Draft or Unconditional Bank Guarantee (as per Proforma enclosed) in favour of Joint Secretary(Admn.) CSIR valid for a period upto 45 days beyond the bid validity period(i.e valid for 135 days from the date of opening of tender.)
- (h) A certificate that schedule of requirement and all the terms and conditions(Technical as per Annexure II and General Terms and conditions as per Annexure III) as mentioned in the Tender Inquiry letter, have been read carefully and fully understood and are acceptable to you for entering into the contract.

### 2.3 **PRICE BID:**-

Your quotation must be in accordance with the Proforma Annexure IV for quoting the prices. The date and time of opening the Price bids will be intimated after the Technical Evaluation of the Quotations to Technically qualified firms.

- 2.4 Receiving and opening of Tenders
- 2.4 (a) Last Date and time for submission of Quotation:- upto 15<sup>th</sup> June 2007 at 3:30 P.M.
- 2.4 (b) Date and Time of Opening of Technical Bid:- at 4:00 PM on 15<sup>th</sup> June 2007
- **3. Validity of the quotation: -** The quotation must be valid for 90 days from the date of Technical Bid. In case the validity of the quotations expires due to Technical/Administrative reasons, CSIR reserves the right to request the firms for the extension of validity of the quotations. The Vendor will be at liberty to accept or reject CSIR request, and in case they choose to reject CSIR request, their EMD will not be

forfeited. In case the vendors choose to accept CSIR request for extension then validity of the EMD, if expired, shall also be adequately got extended.

### 4. **PRICES:-**

- 4.1 The prices must be inclusive of Packing, Forwarding, Freight, Insurance and installation of the all items at different locations of CSIR Headquarters within Delhi .
- 4.2 Please quote firm and best lowest prices for your product. Downward revision in the prices during the period of contract will be acceptable and upward revision in the prices will not be acceptable during the period of contract.
- 4.3 Any discrepancy between quoted prices in figures and that in words, if noted, will be sorted out in the following manner;
  - (a) If there is a discrepancy between the unit price and the total price the unit price shall prevail and the total price will be corrected accordingly.
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above.
- 4.4. If there is such discrepancy in a bid, the same is to be conveyed to the bidder and if the bidder does not agree to the observation of the CSIR, the tender is liable to be ignored.
- 5. **Taxes:-** The percentage of VAT / Service Tax or any other tax must be quoted in clear terms separately. If the taxes are not mentioned separately, it will be presumed that the rates quoted are inclusive of taxes, if any.
- 6. **Installation:-** The installation of the software will be done in all the requisite Desktops, Laptops and Servers free of charge by the Vendor up to the satisfaction of CSIR IT Division.
- 7. **Technical Bid Evaluation:-** The Conditional Tenders will not be accepted. The Technical Bids will be opened first and analyzed for acceptability. The evaluation of the tenders will be done in a Scientific and logical manner. The Bidders are required to submit their quotation in accordance with the CSIR specifications. In case, certain details are missing in the quotation, which do not have appreciable bearing on the quoted prices, CSIR reserves the right to take clarifications along with necessary documents for the same to find out technically suitable vendor. The price bids of the technically qualified firms shall be opened after technical evaluation. The date and time of opening the price bid will be intimated to the technically qualified bidders and the same will be opened in the presence of the representatives of the technically qualified firms who wish to be present a the time of price bid opening.
- 8. **Price Bid Evaluation:** In accordance with the Technical Bid evaluation, the price comparison among the technically qualified firms, will be made on overall prices for the items which are to be purchased and the order will be placed on lowest quoted rates out of the technically qualified firms.

### 9. **Earnest Money Deposit:-**

9.1 EMD of Rs. 50,000/- in the form of Demand Draft or Bank Guarantee in favour of Joint Secretary(Admn.), CSIR, valid for a period upto 45 days beyond the bid validity period (i.e valid for 135 days from the date of opening of tender)shall be submitted alongwith the Techno-Commercial/Price Bid failing which the quotation will be rejected without assigning any reason.

- 9.2 In case the successful bidder withdraws his offer within the validity of quotation or before entering into the contract within the bid validity period, his EMD will be forfeited. The bidder will have no right to claim for refund of the EMD.
- 9.3 In case the successful bidder does not honour his committment within the validity of quotation and back out after placing the order with him, the EMD will be forfeited.
- 9.4 The EMD if submitted in the form of Demand Draft can be adjusted with the Performance Security if so desire by the successful bidder. If not so, the EMD will be returned to the successful bidder after receipt of Performance Security alongwith the order acceptance from him.
- 9.5 The EMD will be returned to the unsuccessful bidders within One month after placing the order with the successful bidder.
- 9.6 No interest will be paid by CSIR on the EMD amount

### 10. **Performance Security:-**

- 10.1 A Performance Bank Guarantee equivalent to the 20% of Contract Value in favor of Joint Secretary( Admn.) CSIR valid for delivery and installation period plus 12 months shall be submitted along with the order acceptance by the successful bidder. The same may be got renewed by successful bidder if the contract extended for next years.
- 10.2 In case the successful bidder refuse to submit Performance Security, his EMD will be forfeited and the contract will be terminated.
- 10.3 In case, the Technical Support Services are not rendered by the successful bidder up to the satisfaction of CSIR IT Division and does not improve his technical support services in spite of suitable reminders, the Performance Security will be forfeited without assigning any reason.
- 11. **Delivery:-** Immediate delivery of the software is needed but in any case not later than 15 days after placing the Purchase Order and the same shall be installed in the Desktop and Servers within 15 days after delivery.

### 12. Payment:-

- 12.1 The 100% payment towards the cost of the Software and Hardware plus taxes will be released within 30 days after satisfactory installation of the software in all the Desktops, Laptops & Servers / Hardware and the certification of CSIR IT Division.
- 12.2 The payment of Technical Support Charges plus service tax if any will be made on quarterly basis after rendering the satisfactory Technical Support Services within the quarter and the certification of CSIR IT Division for the same.
- 13. **Warranty:-** The hardware and software will be under warranty for a period of 01 years from the date of acceptance and implementation. Within the period of warranty you shall provide the maintenance by free replacement of faulty parts. If any updates & new version of software are announced during the warranty period the same should be supplied to CSIR free of cost along with the Media. In case the Media CD is corrupted during the warranty period the same shall be replaced free of charge.
- 14. **Penalty:-** In case of any delay in supply & installation beyond specified period and shutdown in operation/solution beyond 24 working hours, penalty of 1% of invoice value per week subject to the maximum of 10% of the contract value would be charged for delayed period. The extension in the delivery and installation may or may not be granted as per the discretion of CSIR. In case the extension is granted by CSIR against the request of successful bidder, the penalty as above will not be waived for extended period.
- 15. **Fall Clause:-** In case it is found during the period of Contract with CSIR that the successful bidder has concluded a contract for Technical Support Services under the contract conditions similar to

CSIR Rate Contract at a price lower than the CSIR price, the contract price will be automatically reduced from that date for the remaining period of contract.

- 16. **Verification:-** Verification of documents submitted by vendor alongwith Technical Bid would be carried out by CSIR, if required.
- 17. **Arbitration:-** Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specification, and instructions herein before mentioned and as to the quality of the materials, as to any question, claim, right matter of thing whatsoever, in any way arising out of or relating to the contract, specification, estimates, instruction, order of these conditions, or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director-General, Council of Scientific and Industrial Research, New Delhi, and if he is unable or unwilling to act to the sole arbitration of some other person appointed by him unwilling to act as such arbritrator. The submission shall be deemed to be submission to arbritrator under the meaning of the Arbritration & Reconciliation Act, 1996 or any satisfactory modification of enactment thereof for the time being in force, conclusive and binding on all parties of the contract.

(R.C. Gupta)
Stores & Purchase Officer

### **ANNEXURE IN**

FINANCIAL/PRICE BID PROFORMA

Note: Prices may be quoted for 476 Desktops, Laptops and Servers. However, the quantity may vary, which can be more or less at the time of placement of order. Name and Address of the

	Ref No Dated							
Α	В	С	D	E E	F	G		
S. no	Description	Price per unit for one year	Taxes (VAT / Service tax etc.)	Net Tax Amount	Total Price per unit for one year including all taxes ( C+E)	Total cost for One year (For 476 Desktops, Laptops and Servers)		
1	Anti Virus and Anti Spyware Solution for Desktop & Servers							
2.	Anti Virus and Anti Spyware Solution for SMTP, HTTP and FTP Server.							
3.	Hardware Firewall – 2 Numbers							
4.	CAMC Charges including placement of resident engineer at CSIR							
	Total Cost( 1 – 4)							

Name and Signature of the Vendor (To be Stamped)

# **Annexure V**

### **BID SECURITY FORM**

Whereas							
KNOW ALL PEOPLE by these presents that WE(name of bank) of							
THE CONDITIONS of this obligation are:							
1. If the bidder withdraws its $\operatorname{Bid}$ during the period of $\operatorname{bid}$ validity specified by the $\operatorname{Bidder}$ on the $\operatorname{Bid}$ Form; or							
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:							
<ul><li>(a) fails or refuses to execute the Contract Form if required; or</li><li>(b) fails or refuses to furnish the performance security, in accordance with the instructions to Bidders.</li></ul>							
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.							
This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above dated.							
(Signature of the Bank)							

<sup>1</sup> Name of Bidder

## **Annexure VI**

### PERFORMANCE BANK GUARANTEE FORMAT

undertaken, in pursuance of Contract No	To(Name of Purchaser)
Bank Guarantee by a recognized bank" for the sum specified therein as security for compliance with the suppliers performance obligations in accordance with the order.  AND WHEREAS we have agreed to give the supplier a Guarantee:  THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier up to a total of	WHEREAS
suppliers performance obligations in accordance with the order.  AND WHEREAS we have agreed to give the supplier a Guarantee:  THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier up to a total of	AND WHEREAS it has been stipulated by you in the said order that the supplier shall furnish you with a
AND WHEREAS we have agreed to give the supplier a Guarantee:  THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier up to a total of	Bank Guarantee by a recognized bank" for the sum specified therein as security for compliance with the
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier up to a total of	suppliers performance obligations in accordance with the order.
up to a total of	AND WHEREAS we have agreed to give the supplier a Guarantee :
we undertake to pay you, upon your first written demand declaring the supplier to be in default under the order and without cavil or argument any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.  This guarantee is valid until the	THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier
order and without cavil or argument any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.  This guarantee is valid until the	up to a total of(Amount of the Guarantee in Words and Figures) and
Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.  This guarantee is valid until the	we undertake to pay you, upon your first written demand declaring the supplier to be in default under the
sum specified therein.  This guarantee is valid until theday of	order and without cavil or argument any sum or sums within the limit of(Amount of
This guarantee is valid until the	Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the
Signature and seal of Guarantors  Dated  Address	sum specified therein.
Dated Address	This guarantee is valid until theday of20
Address	Signature and seal of Guarantors
	Dated
All correspondence with reference to this guarantee shall be made at the following address:	