

### TENDER NO: 01/Renewal of Antivirus Software/JMI/2013-14

# Tender Document for Renewal of Antivirus Software for the university

Dated: 06.03.2014

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#### JAMIA MILLIA ISLAMIA Jamia Nagar, New Delhi-110 025 Ph: 011-26982759

#### **Notice Inviting Tender**

Sealed Tenders are invited from reputed Original Authorised distributors/dealers for Renewal of Antivirus Software for the University. Tender Document with other terms & conditions can be downloaded from JMI Website: <a href="www.jmi.ac.in">www.jmi.ac.in</a> and should be submitted in the Purchase & Inventory Control Office, JMI along with tender fee as per following schedule:

Deptt./Centre	Tender fee- DD (non- refundable)	Last date/Time/Venue for Submission of Tender	Date, time & place for opening of Technical Bids		
PICO	Rs. 1,000/-	21.03.2014 – 01:00 p.m. Purchase & Inventory Control Office	24.03.2014 – 3:30pm FTK-CIT, Committee Room		
Opening of Financial Bid	Shall be intimated to technically qualified supplier by email and/or phone.				

Sd/-

(Prof. Shahid Ashraf) Registrar

#### **Scope of Work**

The scope of work includes the following:

- Supply of keys/licenses for the following SKU: MFE Endpoint Protection Adv 1YrGL[P+] EPAYFM-AA-GA (2350 Users)
- Support on hybrid model for update of EPO server, backup, restore (if required) and addressing virus issues on client machinesFortnightly Site Visit or whenever required by JMI Remote Support through web based tool

#### **Instructions to Bidders**

Jamia Millia Islamia has requirement of renewing the Antivirus Software Licences and Technical Support. The interested bidders are required to submit their bids in two parts;

- 1. <u>Technical Bid</u> (3 copies with first copy in original) with Tender fee & EMD should be sealed in separate envelopes duly super scribed "Technical Bid" Tender No.01/Renewal of Antivirus Software Licenses.
- 2. <u>Financial Bid</u> (3 copies with first copy in original) should be sealed in a separate envelope duly super scribed "Financial Bid" Tender No.01/Renewal of Antivirus Software Licenses.
- 3. Both Technical and Financial Bids sealed envelopes/covers should be put in a bigger main cover/envelope which should also be sealed and duly superscribed "Tender No.01/Renewal of Antivirus Software Licenses, indicating the due date for submission of tender. The main cover/envelop should be addressed to "The Assistant Registrar, Purchase & Inventory Control Office, Jamia Millia Islamia, Jamia Nagar, New Delhi-110025."
- 4. The tender complete in all respect along with tender fee and Earnest Money should reach the Purchase & Inventory Control Office, Jamia Millia Islamia, Jamia Nagar, New Delhi-110 025 on or before due date.
- 5. No tender after the last date shall be entertained. Any enquiry/ clarification with regard to the tender document should be made latest by 18.3.2014 from the office of the Additional Director, CIT.

#### **Eligibility Criteria:**

#### For Bidder

- 1. The Bidder should be an established Information Technology Private/Public company registered under Companies Act, 1956 or a registered firm. The company should have been in existence for more than 5 years as on date of opening of bid.
- 2. A letter of authorization from the Principal specific to the tender should be enclosed.
- 3. The bidder should be an authorized partner of the OEM. A copy of the agreement or authorization certificate in this regard has to be enclosed.
- 4. The bidder should have successfully supplied and installed/maintained at least 1000 or above licenses of McAfee End-Point Protection in at least 2-PSU/Govt./Educational or any other organizations during last one-year. This should be duly supported by the Purchase Order/Work Order copies or any other associated documents. The bidder should also submit work completion certificate/document issued by respective organization for the furnished Purchase Orders / Work Orders.
- 5. The bidder should have been a supplier of Antivirus products for past three years.
- 6. The bidder should be a profit making organization in each of the last preceding 3 years.
- 7. The Bidder should not be currently blacklisted or have been blacklisted with any Government of India Agency/ PSU, any State Government department i. The bidder shall furnish a written declaration in this regards.

#### Sequence of documents to be provided/enclosed in each copy of the tender documents:

- 1. Forwarding letter duly signed by the Authorized person.
- 2. Balance sheet with auditor's report for the years 2010-11, 2011-12 & 2012-13.
- 3. Certified copy of latest Income Tax Clearance Certificates.
- 4. Certified copy of Central Sales Tax/VAT registration certificate.
- 5. Sole Proprietary/sole manufacturer certificate for proprietary item.
- 6. Documents to establish the Eligibility credentials of the bidder vis-a-vis the criteria given in this document.
- 7. Name and address of registered office, Head Office and Regional office of the company with name and phone numbers of key persons.
- 8. List of deviations from the tender specification duly signed page-wise.
- 9. Commercial terms and conditions with time schedule for completion.
- 10. Acceptance of all clauses of tender specification duly signed page-wise.

(Signature of authorized person)

Name:

Seal with contact details of firms and person

#### **Conditions of Contract**

#### **Terms & Conditions:**

1. The tenderer shall be required to deposit 3% Earnest Money of estimated value of goods to be procured through Bank Draft/Fixed Deposit Receipt/Bank Guarantee drawn in favour of 'The Registrar, Jamia Millia Islamia.' No tender shall be accepted without the Earnest Money and Tender Fee.

The JMI shall forfeit EMD, if the successful tenderer fails to furnish the required Bank Guarantee.

- 2. A proposal would be rejected for award if it is determined that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- 3. The tenders received after the deadline for submission of bids prescribed by the Purchaser will be rejected and such tenders shall be marked as late and not considered for further evaluation.
- 4. The JMI may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with clause relating to Amendment of Bidding documents in which case all rights and obligations of the JMI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 5. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized so as to bind the bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid. Further, over-writings on documents, if any should be supported by signatures.
- 6. The bidders may submit their duly sealed Tender by post or by hand at the address specified in the Notice Inviting Bids not later than the time and date specified therein. In the event of the specified date for the submission of tender being declared a holiday for the JMI, the tender will be received up to the appointed time on the next working day.
- 7. Prices shall be quoted in Indian Rupees for offers received for supply within India and in US dollars as per the Financial Bid format in case of offers received for supply from foreign countries.
- 8. Prices quoted should be FOB/FOR, JMI, New Delhi inclusive of all charges required to make the equipment functional to the satisfaction of JMI, otherwise it would be presumed that the quoted prices are inclusive of all charges, if applicable.
- 9. In case price for imported goods are quoted in FOR, the JMI will provided customs duty exemption certificate for availing customs exemption and the supplier should submit original Bill of Entry which must be in the name of the Registrar, JMI.

- 10. All taxes, if applicable, should be quoted separately, otherwise it would be presumed that the quoted prices are inclusive of taxes(please see Financial Bid format).
- 11. The JMI may decide to open a letter of Credit or Wire Transfer in cases where it so decides. Any variation in price from the importer and manufacturer be indicated well in advance.
- 12. The imported equipment/software should be quoted by the authorized supplier/dealer. In this case, commitment of after-sales service with the period applicable should be clearly mentioned.
- 13. The quotations must be valid for 180 days (six months) from the date of opening of the financial bids. No change in prices and change in terms and conditions will be permitted.
- 14. All quoted items must carry brochure/catalogue/Pamphlets/Technical Literature and related documents.
- 15. The supplier should further warrant that the goods shall be free from defects arising from any act or omission of the supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 16. The Technical Bids will be opened at the first instance and evaluated by a Competent Committee or Authority. At the second stage, Financial Bids of only the technically acceptable offers will be opened for further evaluation and ranking before awarding the contract.
- 17. Installation, testing, commissioning of the equipment/softwarehas to be carried out by Technical experts of the company/supplier up to the satisfaction of user department of JMI.
- 18. The suppliers will undertake warranty of equipment/instruments from the date of installation and shall have to mention clearly the period of warranty in financial bid.
- 19. The supplier will submit a Bank Guarantee equivalent to 5% of the total value of purchase order at the time of installation which would remain valid for a period of 60 days beyond the date of completion of all obligations of the supplier including warranty obligation. EMD will be released to successful bidder after submission of Bank Guarantee. JMI shall forfeit Bank Guarantee in the event of a breach of contract by the successful supplier.
- 20. In case replacement of a part becomes necessary during warranty period, the parts of the same make and same or better configurations as were originally there in the equipments shall be used. The supplier/vendor shall maintain details of the replacements and repairs carried out, if any, in any equipment/instrument in a separate document and produce the details as and when required by the user department of JMI. The cost of the parts will be borne by the supplier.
- 21. In case of complaint regarding repairing/replacement of equipment/instrument within the warranty period, the supplier will provide repair/replacement immediately. In case of non-compliance or delayed compliance, supplier will be penalized with an amount mutually agreed upon and it would be deducted from the Bank Guarantee.

- 22. The technical specification wherever given in the items' specification format is basic. The equipments/instruments may also be evaluated as per additional provisions and facilities.
- 23. Payment shall be made after submission of the invoice, Bank Guarantee and successful installation.
- 24. Jamia Millia Islamia (a Central University) is exempted from Customs Duty/Central Excise Duty. If required, a copy of the certificate will be issued by JMI.
- 25. Delivery should be within specified days mentioned in Purchase Order issued by PICO, JMI.
- 26. If the equipment/instrument are not delivered within the stipulated time, the supplier shall be liable to pay a penalty of 1% of the total order value for each delay of 10 days or part thereof and the amount will be deducted from the payment on account of purchase.
- 27. Free at-site training shall be imparted to faculty/technical staff for operation, maintenance and troubleshooting at the user department of JMI.
- 28. The bidder may submit the proprietary certificate for the item(s), if applicable.
- 29. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 30. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same product.
- 31. Should there be any query with regard to the specification or any clause of tender document, the same shall be entertained only at least a week before the date of submission of Tender. The query should be addressed to the Purchase & Inventory Control Office (PICO). No request for change/amendment in specifications or any clause(s) of tender will be accepted afterwards.
- 32. All corrigenda will only be notified on the JMI website.
- 33. In the process of evaluation, comparison of bids, Jamia Millia Islamia reserves the right to reject any or all tenders.
- 34. Issuance of tender documents should not automatically be construed that the bidder is considered qualified. The JMI Authority has the right to reject any bid on technical/commercial grounds without assigning any reason.
- 35. Jamia may increase/decrease the quantity of equipment/ software as per its requirement.
- 36. Jamia Millia Islamia shall not be responsible for any delay, loss or non-receipt of tender documents sent by post.
- 37. The Vice-Chancellor, JMI shall be the final Authority for settlement of any dispute and the jurisdiction of Court of Law shall be Delhi/New Delhi.

#### ANNEXURE-II

#### SCHEDULE OF REQUIREMENTS/SPECIFICATIONS

S.No	Item	Qty	Compliance (Yes/No/Remarks)
	Compliance for Scope of Work		
1	Supply of keys/licenses for the following SKU: MFE Endpoint Protection - Adv 1YrGL[P+] EPAYFM-AA-GA	2350 Users	
2	Support on hybrid model for update of EPO server, backup, restore (if required) and addressing virus issues on client machines  Fortnightly Site Visit or whenever required by JMI Remote Support through web based tool	01 (for complete setup including server & client machines))	

Authorised Signatory:	
Name :	
Designation:	
Name of the firm:	
	(Seal)

#### PRICE BID SCHEDULE (FORMAT)

- 1. Tender No:
- 2. Name of Supplier:
- 3. Rates for items given as per technical specifications at Annexure-III, and adhering to the Format given below is a Pre-requisite for considering quotations:

S.No	Item	Qty	Unit Rate* (in Rs.)	Tax Name, % and Amount (Rs.)	Total Amount (in Rs.)
1	Supply of keys/licenses for the following SKU:  MFE Endpoint Protection - Adv 1YrGL[P+] EPAYFM-AA-GA	2350			
2.	Support on hybrid model for update of EPO server, backup, restore (if required) and addressing virus issues on client machines	01			
	Fortnightly Site Visit or whenever required by JMI				
	Remote Support through web based tool		Total	Amount in Rs.	

The validity of tender shall be 180 days after opening of financial bid.

#### Self-Declaration to be given by the bidder

Tei	nder's Reference No. & Date:		
Tei	nderer's Name & Address		
Per	rson to be contacted:		
De	signation:		
Tel	lephone No.:	Fax No.:	Email:
Jan	e Registrar, nia Millia Islamia, nia Nagar, New Delhi-110025.		
Cor equ		oidding docum	nd examined in detail the Terms and ent in regard to the supply of ept the same.
2.	Government/Undertaking.	her than the r	overnment/Undertaking.  ates quoted for same item to any  and prepared so as to prevent any
			For and on behalf of the firm (Signature of Authorized Signatory)
			Name: Designation Phone No.: Seal:
Place:.			

#### **CONTRACT FORM**

#### (to be filled by the successful bidder)

THIS AGREEMENT made the day of, 2014 between the <u>Registrar</u> ,
JamiaMilliaIslamia, New Delhi (hereinafter called "the Purchaser") of the one part and
(Name of Supplier) of (City and Country of Supplier) (hereinafter called "the Supplier")
of the other part:
WHEREAS the Purchaser is desirous of certain equipment/instrument/software/licenses and after sales
services viz., (Brief Description of equipment/instrument and after sales services)
and has accepted a tender by the Supplier for the supply of those equipment/instrumentsoftware/licenses
and after sales services for the sum of (Contract Price in Words and Figures)
(hereinafter called "the Contract Price").
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to
them in the Conditions of Contract referred to.
2. In consideration of the payments to be made by the JMI to the Supplier as hereinafter mentioned, the
Supplier hereby covenants with the JMI to provide the equipment/instrument/software/licenses and after
sales services and to remedy defects therein in conformity with the provisions of the Contract in all
respect.
3. The JMI hereby covenants to pay the Supplier in consideration of the supply of the
equipment/instrument and after sales services and the remedying of defects therein, the Contract Price or
such other sum as may become payable under the provisions of the Contract at the times and in the

Brief particulars of the equipment/instrument and after sales services which shall be supplied/provided

manner prescribed by the Contract.

by the Supplier are as under:

Sl. No.	Brief description Of equipment/ and Aftersales services	Quantity To be Supplied	Unit price	Total Price	Delivery Terms
1.	Supply of keys/licenses for the following SKU:  MFE Endpoint Protection - Adv 1YrGL[P+] EPAYFM-AA-GA	2350			
2.	Support on hybrid model for update of EPO server, backup, restore (if required) and addressing virus issues on client machines  Fortnightly Site Visit or whenever required by JMI	01			
	Remote Support through web based tool				

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For and on behalf of JamiaMilliaIslamia For and on behalf of the firm ( bidder)

REGISTAR	SIGNATURE OF AUTHORISED SIGNATORY
	Name:
	<b>Designation:</b>
	Name of the firm:
	(Seal)
PLACE:	
Date:	

# FORMAT FOR OTHER INFORMATION (To be filled in by the bidder)

Cost of Tender: Rs.1,000/-	
Cash receipt/Bank Draft No	
Date:	
1. Name of the firm:	
2. Full postal address Address:-	
3. Telephone/Mobile No.	
4. Fax Number:-	
5. Email: We	bsite address:
6. TIN/VAT/CST No.:	
7. Firm Registration No.(if applicable):	
8. PAN No. (attach photocopy)	
9. Bank Account Details: Bank Name/ Branch/ Account	No
10. Earnest Money (Bids Security) @ $3%$ of the estimates $10.$	nated value of the goods to be provided.
a) Bank Draft/Pay Order No .	
b) Date .	
c) For Rs.	
d) Drawn On .	
	(Signature of the authorised person)
	Name of contact person
	Name of Firm
	Contact No.
	Seal
	Place
	Date