

Tender Document

for

**Procurement of Anti-Virus Software,
supply of updates and
its Maintenance for 3 Years**

Tender No.: IWAI/EDP/AMC/Antivirus/2017



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Road Transport and Highways, Govt. of India)

A-13, Sector-1, Noida (U.P.), PIN : 201 301

1. NOTICE INVITING TENDER

Sealed quotations are invited in two cover systems from eligible firms / vendors as per details given below.

1	Name of work	Procurement of approx. 84 licenses of anti-virus software, supply of updates and its maintenance for three years
2	Period of Completion of work	Thirty days from the date of issuance of award of work
3	Last date and time for Receipt of sealed tender	19.04.2017at 3.00 pm
4	Earnest Money Deposit:	₹ 2,400/-
5	Tender opening date & time	19.04.2017at 4.00 pm
6	Cost of tender document:	₹ 500/-
7	Tender document to be Submitted to:	The Secretary Inland Waterways Authority of India A-13, Sector-1, Noida (U.P) 201 301

The tender document can be downloaded from the IWAI website "www.iwai.nic.in" and CPP Portal Website <http://eprocure.gov.in/epublish/app>. The cost of tender documents / EMD as mentioned above should be submitted through RTGS/ NeFT . A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder.

Secretary

2. INSTRUCTIONS TO THE BIDDER

1. Inland Waterways Authority of India herein after referred to "THE AUTHORITY" wishes to receive sealed tenders for the procurement of reputed Anti-Virus Software (approx. 84 Nos. of Licenses), supply of updates and its maintenance for three years herein after referred as "work".

2. The original tender document is to be duly filled in and submitted to the Authority along with technical bid, EMD and other documents in accordance with the instructions.

3. The bidders will be required to give in writing a satisfactory assurance of its ability and intention to complete the work & service pursuant to the contract within the time set forth therein.

4. TENDER DOCUMENT: - The required work, tender procedure and contract terms are prescribed in the tender documents. In addition to the invitation for tender, the tender documents include the following: -

1. Notice Inviting Tender
2. Instructions to bidder
3. Contract form
4. General conditions of contract
5. Special conditions of contract
6. Schedule of Delivery
7. Technical specifications
8. Performance Security Form
9. Price Schedule
10. Integrity agreement

5. The bidder is expected to examine the tender document including all instructions, forms, terms, technical specification etc. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will result in "REJECTION OF TENDER BID" submitted by the individual bidder.

6. The bidder shall furnish his special condition if any so as to meet his requirement. The same may be considered in the tender evaluation.

7. Prospective bidder requiring any further clarification on the tender document may notify Authority in writing not later than 2 days prior to the dead line fixed for submission of tender.

8. At any time prior to the dead line for submission of tender, the Authority may for any reason whether by its own initiation or in response to clarification requested by a prospective bidder, modify the tender document by amendments.

8.1 The amendments shall be part of the tender document desecrated at clause-4 and will be notified in writing or by email / Fax to all prospective bidders who would be dispatched with the bidding documents and will be

binding on them.

8.2 In order to afford prospective bidder reasonable time in which to make amendment on this account in their tender document, the Authority may at its discretion fix fresh dead line for submission of bid.

9. The tender document filled by the bidder and all correspondence and documents relating bidder and the bid exchanged by the bidder and the Authority shall be written in ENGLISH.

10. The tender document filled by the bidder shall comprise of the Technical bid and the Financial bid as explained in clause

11. The bidder shall complete the price schedule included herein stating the software price and total prices of its licenses, installation services to be supplied under the contract. Prices quoted by the bidder shall remain fixed and valid till the validity time.

12. Price shall be in the Indian currency.

13. **EARNEST MONEY DEPOSIT**: - The bidder shall furnish as part of its tender EMD of ₹ 2,400/-. No bank Guarantee shall be accepted for EMD.

(a) An EMD of Rs.2,400/- shall be deposited to IWAI Fund through RTGS/NEFT.

RTGS/NEFT Details-

Name of Bank Account: IWAI FUND

Bank Name & Address: Union Bank of India, Sector 15 Noida .

Bank Account Number: 513202050000007

IFSC: UBIN0551325

(b)Tender Fee

All Bidders are required to pay Rs.500 (Rupees Five hundred only) towards Tender Fees deposited in IWAI FUND through RTGS / NEFT as details below.

- i) Name of bank account: IWAI FUND
- ii) Bank name and address: Syndicate Bank of India, Transport Bhawan, Parliament Street, New Delhi 110001
- iii) Bank account Number: 90622150000086
- iv) IFSC: SYNB0009062

The Tender Fee is Non-Refundable.

13.1 The successful bidder's EMD will be returned on receipt of performance guarantee in form of B.G as mentioned in the clause 25.

13.2 The EMD may be forfeited if,

a] The bidder withdraws his bid during the period of bid validity specified on the bid form

b] Make any modification in terms & conditions of tender, which do not acceptable to the Authority, then the Authority shall, without prejudice to any right or remedy, be at liberty to forfeit 50% (Fifty Percent) of the EMD absolutely.

c] The successful bidder fails to sign the contract in accordance with clause 26. or furnish the performance security(BG) in accordance with clause 25.

13.3 The EMD will be returned to the unsuccessful tenderer and no interest will be paid on EMD.

14. Period of Validity of bid: -

14.1 Bid shall remain valid for 90 days from the date of bid closing prescribed by the Authority as per the clause 18.

14.2 Notwithstanding clause 14.1 above, the Authority may at its discretion solicit the bidder's consent for extension of the bid validity. The request and the response shall be made in writing.

15. All pages of the bid shall be duly signed by the person or persons signing the bid. The name of and position held by the person signing the bid must be typed or printed below the signature.

16 The bid shall not contain erasures/over writing except as necessary to correct errors by the bidder in which case the person signing the bid shall install such correction.

16.1 Tender forms are not transferable and its cost is not refundable.

17. **SUBMISSION OF BID**: -

The tenderer are required to submit their tender in two parts in separate sealed envelops as given below:

17.1 Technical Bid:

The tenderer shall submit the technical proposal keeping in view the requirement of this tender. The technical proposal would among other, include the following:

i. The original tender document duly signed in every page by authorised signatory of the tenderer.

ii. Certificate to the effect that they are the original designer of Anti-virus Software like Smart-Cop , Norton, MacAfee ,Quick Heal, Trend Micro or are the authorized franchisee/dealer of the original designer/producer.

iii. Copies of similar supply order / job completion certificate from reputed organisation in the last 3 years issued by the client, etc. are to be furnished in the technical bid.

iv. List of offices, organizations where their anti-virus software has been installed and running successfully.

v. Any other details which tenderer may feel relevant to carry out the present assignment.

vi. The EMD as specified in clause 13.

vii. Acceptance to tender terms & conditions to be confirmed in the technical bid by putting signature on all the pages.

THE TECHNICAL PROPOSAL SHALL NOT CONTAIN ANY REFERENCE TO THE PRICES QUOTED.

The Envelope containing Technical bid will be sealed and superscribed **"Technical bid for the Supply and Installation of Anti-Virus Software, Supply of Updates and its maintenance for three years "**.

17.2 Financial Bid:

This will contain prices to be charged for completing the work and will comprise of the bid form and price schedule duly filled in and signed. Separate envelope containing financial bids should be sealed and superscribed as "**Price bid for the Supply and Installation of Anti-Virus Software, Supply of Updates and its maintenance for three years"**.

THE PRICE QUOTED SHALL BE INCLUSIVE OF ALL TAXES, TRANSPORTATION CHARGES, PACKING CHARGE, OCTROI, ETC. IWAI WILL NOT PROVIDE ANY C & D FORM FOR SALE TAX . NO ESCALATION IN PRICE ON ANY ACCOUNT SHALL BE ACCEPTED.

17.3. Submission of Tender

Duly sealed covers containing the technical and financial bids will be put in a separate single cover which should be sealed and superscribed as "**Tender for the Supply and Installation of anti-virus software (approx. 84 licenses), supply of updates and its maintenance for three years "** and "**Don't Open before 19/04/2017 at 4.00 pm."**

The offer complete in all respects should be submitted by 3.00 pm on 19/04/2017 in the office of the Secretary, Inland Waterways Authority of India, A-13, Sector-1, Noida-201301 (UP).

18. "**DEAD LINE FOR SUBMISSION OF BIDS"**:

The bids shall be received by the Authority at the address specified in clause 17 not later than 3.00 pm on 19/04/2017.

18.1 The Authority may at its discretion extend the dead line for the submission of bids in accordance with clause 8.2 in which case all rights and obligation of the Authority and bidders previously subjected to the dead line will thereafter be subjected to the dead line as extended.

19. Late bids will be rejected and returned unopened to the bidder.

20. Telex, fax and cable offers will not be considered under any circumstances.

21. "BID OPENING AND EVALUATION": -

The Authority shall open the technical bid in the presence of bidder's representatives who choose to attend, at the opening time at the location prescribed for submission of bid under clause 17. Price bids will be opened at a later date after evaluation of technical bids. The opening date for price bids will be informed to the tenderer whose bids would qualify technically.

22. CLARIFICATION OF BIDS: - To assist in the examination, evaluation and comparison of bids the Authority shall at its discretion call the bidder for clarification on its bids. All responses to request for clarification shall be in writing and no change in price or substance of the bid shall be sought offered or permitted. The Authority shall not be responsible for expenses for obtaining clarifications.

23. The Authority shall not bind itself to accept the lowest bid and reserves the right to split the order if necessary and also to accept or reject any or all bids or part thereof without assigning any reason whatsoever, prior to award of contract without thereby incurring any liability to the affected bidder/bidders or any obligation to inform the affected bidders of the ground for the Authority's action.

24. The Authority reserves the right to increase or decrease nos. of license without any change in unit prices. The bidder shall comply the same. The decision of the Authority in this regard shall be final.

25. The Authority will notify the successful bidder in writing that the bid has been accepted. The successful bidder will be required to enter into a contract with the Authority in the form given in these documents and has to furnish performance security in the form of Bank Guarantee issued by scheduled Bank for 10 % of contract value within 25 days of award of work.

26. The successful bidder shall sign the contract on stamp paper within 15 days from the date of issue of supply order. The contract shall be submitted in duplicate.

3. CONTRACT FORM

AGREEMENT NO.

The contract made the ...day of...2017 between M/s. Inland waterways Authority of India, A-13, Sector, 1, NOIDA-201301 [UP] (herein after "the Authority") of one part and M/S..... Of..... (herein after "the supplier") of the other part WHEREAS the Authority is desirous that developed software as identified in the bid form and price schedule and has accepted a Bid by the supplier for the..... for the sum of Rs.....(.....) (herein after "THE CONTACT PRICE")

(PRICE SHALL NOT BE FILLED IN HERE)

Now in this contract witnessed as follows: -

1. The contract shall consist of this contract form and the following documents and the exhibits, specification and other documents referred to therein (herein after called the "contract document") all of which by this reference are incorporated herein and made part thereof.

- a] Notification of award
- b] Bid form and price schedules
- c] Tender document containing:
 - General conditions of contract
 - Schedule of Delivery
 - Special condition of contract
- d] Specifications.
- e] Correspondence between supplier & Authority from date of submission of tender to signing of agreement.

This contract sets forth the entire contract and agreement between the parties pertaining to the supply and delivery of the software described herein and supersedes all earlier verbal or written agreements pertaining to the procurement of approx. 84 licenses of anti-virus software, supply of updates and its maintenance for three years. In the event of any discrepancy or inconsistency within the contract documents then the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Authority to the supplier, the supplier hereby covenants with the Authority to the procurement of approx. 84 licenses of anti-virus software, supply of updates and its maintenance for three years and to remedy defects / replacement

therein in conformity in all respects within the provisions of the contract.

3. The Authority hereby covenants to pay the supplier in consideration of the provision and delivery of the software and the remedying of defects/ replacement therein the contract price of such other sum as may become payable under the provisions of the contract, at the times and in the manner prescribed in the contract.

4. Any notice under this contract shall be in the form of letter, telex, fax or cable. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Authority shall be properly addressed to: -

Secretary
Inland Waterways Authority of India
A-13, Sector-1, NOIDA-201 301 (UP).
Phone no. 0120 - 2544036
Fax no. 0120 - 2543973

(Supplier address, Fax number and E-MAIL address)

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

In WITNESS WHERE OF the parties hereto have caused this contract to be executed in accordance with their respective laws the day and year first above written.

Signature of Authority (seal)

Signature for supplier

Signed sealed and delivered by the said
..... (for the Authority) in the presence
of Signed. Sealed
and delivered by the said
..... (for the supplier) in the presence of
.....

4. GENERAL CONDITIONS OF CONTRACT

1. "USE OF CONTRACT DOCUMENTS AND INFORMATION"

1.1 The supplier shall not, without the Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, pattern or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

1.2 The Supplier shall not, without the Authority's prior written consent make use of any document or information specified in Clause 1.1 above except for purposes of performing the contract.

1.3 Any document other than the contract itself, specified in clause 1.1 above, shall remain the property of the Authority and shall be returned (in all copies) on completion of the Supplier's performance under the contract if so required

2. CHANGE ORDERS

2.1 The Authority may at any time, by written notice to the supplier make changes within the general scope of the Contract.

2.2 Upon notification by the Authority of such change, the supplier shall submit to the Authority an estimate of costs for the proposed change (hereinafter referred to as the change or changes), including any change in the schedule of payments, within ten (10) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the change if applicable.

2.3 The supplier shall not perform changes in accordance with clause 2.1 above until the Authority has authorised a change order in writing on the basis of the estimate provided by the Supplier as described in Clause 2.2 above.

2.4 Adjustments in the contract price authorised by a change pursuant to clause 2.3 are not subject to renegotiation, and such adjustments shall be deemed to include any cumulative effect of this and previously authorised changes.

2.5 Changes mutually agreed upon as a change shall constitute a part of the supply under this contract and the provisions and conditions of the contract shall apply to said change.

3. CONTRACT AMENDMENTS:

3.1 Subject to clause 2, no variation in or modification of the conditions and terms of the contract shall be made except by written amendment signed by the supplier & IWAI.

4. SUBCONTRACTS:

4.1 The supplier shall not subcontract all or any part of the contract.

5. INSPECTION AND TESTS

5.1 The inspection & tests of the work shall be carried out in the presence of both parties as mentioned in the supply order.

5.2 If any inspected or tested work fail to conform to the specifications, the Authority may reject them, and the supplier shall either replace the rejected work or make all alterations necessary to meet the requirements of the specifications, free of cost to the Authority.

5.3 The Authority's right to inspect, test and, where necessary, reject the work after the completion of work at the site shall in no way be limited or waived by reason of the work having previously been inspected, tested and passed by the Authority.

5.4 Nothing in this clause 5 shall in any way release the supplier from any warranty or other obligations under the contract.

6. PATENT RIGHTS

6.1 The supplier shall copyright; indemnify and hold the Authority harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the software or any part thereof.

7. INDEMNITY

7.1 The supplier and the Authority shall indemnify /hold harmless each other from and against such claims and liabilities as provided in the special condition of contract.

7.2 Notwithstanding anything in this contract to the contrary, it is agreed that neither the supplier nor the Authority shall be held liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damage.

8. ACCEPTANCE

8.1 Upon completion of the delivery of system, installation & commencement in all respect, a formal meeting between supplier and the Authority at head quarter will be convened so as to assess the defects of the work, if any. Both

parties shall agree upon the mode of rectification of defects/replacement if required. The Authority shall issue the final acceptance letter to the supplier, upon satisfactory completion of such rectification/replacement, if any required.

9. TRANSFER OF TITLE

The system after initial payment shall become and remain the property of the Authority.

10. WARRANTY & GUARANTEES

10.1 The supplier shall warrant to the Authority that the work and services supplied under the contract will comply strictly with the contract, shall be first class in every particular case and shall be free from defects.

10.2 This warranty shall remain valid for minimum thirty six (36) months for work from the final acceptance unless specified otherwise in the special conditions of contract. During the warranty period the supplier has to make all arrangement to rectify the defects, this should be "free of cost at the ultimate destination". No other forms of warranty like labour only, offsite diagnosis on telephone warranties are accepted.

10.3 The Authority shall promptly notify the supplier in writing of claim arising under this warranty.

10.4 Upon receipt of such notice, the supplier shall promptly repair or replace the defective work there of at free of cost of ultimate destination.

10.5 Without prejudice to clause 10.3 and 10.4 the supplier shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 10.3 and 10.4 above, upon receipt of written notice of defect within 10 days from acceptance of the corrected defect.

10.6 If the supplier, having been notified, fails to remedy the defect(s) in accordance with the contract the Authority may proceed to take such remedial action as may be necessary at the supplier's expense. The supplier's warranty pursuant to this clause is without prejudice to any other rights or remedies, which the Authority may have against the supplier under the contract.

11. PAYMENT

a] 15% of the contract value will be paid within 15 days of supply and installation of anti-virus software.

b] Rest of the payment will be made in equal installments after satisfactory completion of every three months till the completion of three years.

11.1 The amounts in which payment shall be made to the supplier under the contract shall be as specified in the Bid form or amounts finalised consequent to negotiation.

11.2 Subject to clause 2 of the General Conditions of Contract, prices charged by the supplier for work and delivery under the contract shall not vary from the prices quoted by the supplier in the Bid form.

12. EXTENSION IN THE SUPPLIER'S PERFORMANCE

12.1 Completion of work shall be made by the supplier in accordance with the delivery schedule, pursuant to the special conditions of contract.

12.2 The supplier may claim extension of the time limits as set forth in the work schedule in case of: -

a] Force Majeure pursuant to clause 18 and

b] Delay in supply & delivery of software caused by orders issued by the Authority,

c] Changes ordered by the Authority pursuant to Clause 2

13. TERMINATION FOR DEFAULT

13.1 The Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

a) If the supplier fails to complete the work within the time period(s) specified in the contract, or any extension thereof granted by the Authority pursuant to clause 12 or

b] If the supplier fails to perform any other obligation(s) under the contract and if the supplier in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Authority may authorise in writing) after receipt of a notice of default the Authority specifying the nature of the default(s).

13.2 In the event the Authority terminates the contract in whole or in part, pursuant to clause 13.1 above, the Authority may procure, upon such terms and in such manner as it deems appropriate, software similar to the undelivered and the supplier shall be liable to the Authority for any excess costs. Notwithstanding the above the supplier shall continue performance of the contract to the extent not terminated.

14. TERMINATION FOR INSOLVENCY

14.1 The Authority may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent, Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

15.TERMINATION FOR CONVENIENCE

15.1 The Authority may by written notice to the supplier terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Authority convenience, the extent to which remaining part of supply under the contract is terminated, and the date upon which such termination becomes effective.

16.RESOLUTION OF DISPUTES/ARBITRATION

16.1 The Authority and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

16.2 If, after thirty (30) days from the commencement of such informal negotiation the Authority and the supplier have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution by arbitration. For this purpose Chairperson, IWAI whose decision shall be final and binding on both parties, will appoint an Arbitrator. Any dispute arising out of the contract shall be within the jurisdiction of court at Delhi.

17.APPLICABLE LAW

17.1 The contract shall be governed by/ interpreted in accordance with the laws of Govt. of India.

18.FORCE MAJEURE

18.1 In the event that the supplier is delayed in performing any of its respective obligations under the contract, and such delay is caused by force majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight charges, such delay may be excused as provided in clause 12, and the period of such delay may be added to the time of performance of the obligation delayed.

18.2 If a Force Majeure situation arises, the supplier shall promptly notify and Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not

prevented by the Force Majeure event.

19. ASSIGNMENT

19.1 The supplier shall not assign to any other party in whole or in part, its obligations to perform under the contract except with the Authority's prior written consent.

20. CONTRACT LANGUAGE

20.1 The supplier hereby represents that it has sufficient knowledge of the English language to understand fully the contract. The contract shall be in the English language, and all documentation related here to will also be in the English language.

21. TAXES AND DUTIES

21.1 The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed. The bidder shall quote prices inclusive of all taxes/ duties only.

22. INVOICES AND PAYMENTS:

No advance payments can be made by the Authority and all stage payments shall be made in accordance with Cl.11 of general conditions.

23. RETENTION OF MONEY, RELEASE AND REPLACEMENT WITH GUARANTEE OF OTHER SECURITY

The supplier shall warrant to the Authority that the system supplied shall be of standard /approved specification and shall be free from defects. The performance security against the contract can be released only after rectifying the defects at the time of initial installation and successful performance of the system and one month after warranty period (ref. Clause 10). If the supplier fails to rectify / supply of system under this contract, the BG will be revoked

24. TRANSPORTATION AND PACKING REQUIREMENT

The supplier shall ensure all necessary precautions for safe transportation and delivery of system. The authority shall not be held responsible for transshipment losses. The supplier for transportation and packing of the consumables shall obtain all necessary clearances as per the prevailing rules. The packing shall be in such a way as to prevent damages or deterioration in transit to the final destination indicated in the bidding documents. The packing should be sufficient to withstand rough handling and atmospheric conditions.

25. All necessary documents required under this contract shall be submitted to the Authority. A few documents for this purpose are as below:

i] Certification establishing that the bidder is eligible to bid.

ii] Documentary evidence of the bidders qualifications to perform the contract to the Authority's satisfaction.

iii] Documentary evidence about the financial, technical and production capability necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out the services.

iv] Documentary evidence of conformity of software and services to the bidding documents in the form of literature drawing and data containing (i) detailed description of the software essential technical and performance characteristics (ii) A list giving full particulars including available sources and current prices.

26. LIQUIDATED DAMAGES

Subject to clause No.12 of General conditions regarding extension of time for completion period of the contract, when the supplier fails to complete the work and installation within the time periods specified in the contract, the Authority without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damage a sum equivalent to 0.2% of the contract price per day of delay subject to a maximum of 10% of the contract price.

5. SPECIAL CONDITIONS OF THE CONTRACT

1. Software should be freely upgraded within the specified period (three years).
2. Latest release of anti-virus definition should be freely available/updated/provided by the supplier on-line minimum weekly basis and on the monthly basis in the form of CD/floppy/on-line.
3. Response time of the complaint will be 24 hours, failure of which attracts Rs. 100/- per call as penalty.
4. In case, the call is received late in the evening/after office, the same would be rectified on the next working day in the forenoon session after confirmation from the relevant user/officer.

6. SCHEDULE OF DELIVERY

SL No	Items	Period
1	Award of supply order	<i>ZERO DATE</i>
2	Submission of Performance Guarantee(BG)	<i>TWENTY FIVE DAYS FROM THE DATE OF ISSUANCE OF AWARD OF SUPPLY ORDER.</i>
3	Signing of agreement	<i>TWENTY FIVE DAYS FROM THE DATE OF ISSUANCE OF AWARD OF SUPPLY ORDER.</i>
4	Completion of work	<i>THIRTY DAYS FROM THE DATE OF ISSUANCE OF AWARD OF SUPPLY ORDER.</i>
5	Period (Maintenance)	<i>THREE YEARS FROM THE DATE OF SATISFACTORY INSTALLATION.</i>

7. TECHNICAL SPECIFICATIONS

Latest version of anti-virus software (approx. 84 licenses)

Technical specification for anti-virus software and its maintenance

1. Anti-Virus Software Component (Installation/Supply)

- a. The anti-virus software installed would have built in utilities for the detection. Removal and prevention of all types of known viruses in the PC & Server platform, i.e. boot sector, partition table, file multipartite, stealth, polymorphic, encrypted, macro, ActiveX controls, Java classes, worms, Trojans, rootkits etc. The software shall be able to heuristically (rule-based) virus-like activity and generate alarms.

The prevention utility would have a memory resident/VxD component auto scanning all .EXE, .COM, .OVL, .ESL, .APP, .PRG, .BIN, .SYS, .DOC, .DOT, .XLS, .PPT, .MDB, .RTF, .OBD, .DLL files and prevent (if not cured) their execution if infected, It would protect systems from conceivable sources of viruses including floppies, internet, downloads, e-mail attachments, shared files, CD/DVD -ROM, on-line services, group wise, etc.

- b. The anti-virus shall be able to generate a log file if required, for audit, reporting or any disciplinary purposes.
- c. The Anti-virus shall be able to Inbound & Outbound Port blocking, Inbound & Outbound IP Address / Subnet Blocking, Inbound & Outbound Protocol Blocking , File Blocking, directory lockdown, folder/share blocking, Website blocking through firewall, content filtering based on keywords , Application Monitoring, Temporary files, cookies from Individual system. Quarantine files intimation & cleaning from Individual system as well as from server, Prevent Executable files from Modification, USB Whitelisting, Device blocking and Auto backup.
- d. The Anti-virus shall have centralized management and reporting like configure nodes remotely & set global policies, Get update and distribute it to all the nodes automatically, schedule the download of updates, enforce central policies, generate summary or detailed reports on the virus activity on the network, System Shutdown, restart & wakeup through Centralized Server, unprotected computers, creation of groups, managing updates, setting rules for client scan, wake up LAN and Dashbord.

2. Services

- a. The bidder shall be responsible for removal of all types of present and future viruses, malware & adware etc. from all the PCs/ Server, provide assistance, educate and oversees the protection of software/hardware such as BIOS, CMOS, Boot PROMs etc. from

viral damage. The bidder shall also ensure the detection and subsequent removal of viruses do not affect the data, software or hardware to the extent possible.

- b. During the contract, the agency shall ensure the upgrade/update of the anti-virus software implemented on all the PCs/Server making use of the existing physical network as provided for by the software OEM and the owner's license. IWAI shall provide a internet, services at IWAI premises for the real time active download of the updates/upgrades to the bidder, however agency has to out sources the download in case of non-availability of leased line. In locations, where the network does not support this process, an external drive is to be arranged by the agency, to implement the update/upgrades.
- c. Engineer-in-charge or his authorized representative shall co-ordinate for the maintenance of the virus-instance/complain – report lodged in by users in register. The bidder's engineer shall report to In-charge EDP(Director(IT))/authorized representative after the completion of the necessary tasks, seek his co-operation for any resources needed from the IWAI, and also for any other liaison purpose on the subject.

3. Data Maintenance Component

- a. The agency shall ensure that the hard disks and all data on these are in optimized condition by performing regular monthly checks and also by enabling disk management software like scheduling scandisk and defragmentation. This will ensure faster and more reliable data recovery in the case of a crash and also make the software, data and the PC work efficiently.
- b. The agency shall use/install data recovery specific auto-tools, to create a current image of the critical area information like the partition table, boot sector, director entry table etc.
- c. The bidder shall provide at least 85 to 90% of data restoration and recovery services in the following instances : (for one server and 84 identified PCs)
 - i. Non-viral action :
 - The partition table, FAT or directory entry table on a PC HD gets corrupted.
 - The PC hard disk is accidentally formatted.
 - The files on a PC are mistakenly deleted.
 - A volume on the Server is not getting mounted.
 - Data on the Server is not accessible.
 - ii. Viral action :
 - The data on a PC hard disk is inaccessible because of viral activity.

- The virus has corrupted the critical system area on a PC's hard disk
 - The virus has encrypted the entire hard disk in a PC.
- d. In the instance of a virus-related crisis, the bidder would make available its engineer on the same day for virus scanning and protection for the calls logged in the forenoon session. However, for the calls logged in the afternoon session, the efforts shall be done to rectify the faults on the same day or in the forenoon session of the next working day positively.

8. PERFORMANCE SECURITY FORM

To:

The SECRETARY
INLAND WATERWAYS AUTHORITY OF INDIA
A-13,SECTOR-1, NOIDA-201301(U.P)

M/s.....hereinafter called "The Supplier" has undertaken to supply and install approx. 84 licenses of anti-virus software, supply of updates and its maintenance for three years in pursuance of Contract No. dated 2014 hereinafter called "the contract".

AND WHEREAS it has been stipulated by you in the Contract that the Supplier shall furnish you with a Bank Guarantee by a Nationalised Bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the Contract;

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 Rupees(.....

.....) and We,..... further agree that if demand is made by the purchaser for honouring the bank guarantee, we, have no right to decline to cash the same for any reason whatsoever and shall cash the same within a maximum period of 2 days from the date of serving notice to the bank from the date of such demand. The fact that there is dispute of any nature whatsoever between the contractor and the purchaser is no ground for us..... to decline to honour the bank guarantee in the manner aforesaid is a sufficient reason for the purchaser to enforce the bank guarantee unconditionally without any reference to the contractor. We, further agree that a mere demand by the purchaser is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the contractor and any protest by the contractor shall not be valid ground for us, to decline or fail or neglect the payment to the buyer in the manner and within the time aforesaid. Any such demand on the Bank shall be conclusive as regards the amount due and payable to the purchaser by the Bank under this guarantee.

we further agree that the bank guarantee herein contained shall remain in full force and effect, till the expiry of warranty period of the equipment to the complete satisfaction of the purchaser in terms of clause 13-b of Special condition of the contract dated..... and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claim satisfied or discharged in full or till the purchaser certifies that

the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the, we shall be discharged from all liability under this guarantee thereafter.

We, further agree that the purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the contract or to extend the time during which the contract is to remain valid and or the time for performance by the contractor of its / their obligations under the contract from time to time or to postpone for any time or from time to time any of the powers exercise by the purchaser against the contractor and to forbear or enforce any of the terms and conditions relating to the contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor or any indulgence by the purchaser to the contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us,

The executor to this bank guarantee has resolved that it will not have recourse to any civil court for enforcement/cancellation of this bank guarantee to which, we also agree.

This Guarantee shall be valid upto including from the date of issue.

This Guarantee will remain in force upto and including 180 days after period of validity of this guarantee and any demand in respect thereof should reach the Bank not later than such date.

We, lastly undertake not to revoke this guarantee during its currency except with previous consent of the purchaser in writing.

date the day of 2017.....

Signature

SEAL

9. PRICE SCHEDULE

Supply & Installation of approx. 84 licenses of anti-virus software, supply of updates and its maintenance for three years	Total Cost (For Three Years)
Supply and Installation of approx. 84 licenses of anti-virus software, supply of updates and its maintenance for three years. (As per specification mentioned in the tender document)	
Price in words	

Note :

1. Figure should be indicated in both figures as well as words.
2. Quoted price should be inclusive of all taxes, duties, installation, maintenance, transportation & demonstration.

10. INTEGRITY AGREEMENT

To be signed by the bidders' and same signatory competent/ authorized to sign the relevant contract on behalf of IWAI.

This Integrity Agreement is made at on this day of 2017

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Secretary, Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter referred as the 'Principal/ Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for

“.....” hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach

- or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
 - 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IWAI.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Date :