



U. P. DEVELOPMENT SYSTEMS CORPORATION LTD.,
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GOMTI NAGAR, Lucknow - 226010

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COMPETITIVE e-BIDDING
FOR

***The Renewal of Licenses for Network Security Application Softwares for Greater
Noida Industrial Development Authority, G.B. Nagar.U.P.***

e-BID REFERENCE No. : **UPDESCO/HW/2024/237**

Pre-Bid Date and Time : **22/07/2024 upto 03:00 PM**

LAST DATE AND TIME FOR SUBMISSION OF e-BIDS : **01/08/2024 upto 03:00 PM**

DATE AND TIME OF OPENING OF TECHNICAL E-BIDS : **02/08/2024 at 03:00 PM**

PLACE OF OPENING OF e-BIDS : U. P. Development Systems Corporation Ltd.,
II Floor, Upton Building, Near Gomti Barrage,
Gomti Nagar, Lucknow-226010

ADDRESS FOR COMMUNICATION : U. P. Development Systems Corporation Ltd.,
II Floor, Upton Building, Near Gomti Barrage,
Gomti Nagar, Lucknow-226010

This Document Contains 41 Pages

It will be the responsibility of the bidders to check U.P. Government e-procurement website <http://etender.up.nic.in> for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bids accordingly.

e-Tender Document Price: **Rs. 1770.00**

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Short Term e-Tender Notice

Online e-bids are invited from reputed Service Provider for Renewal of Licenses for Network Security Application Softwares for Greater Noida Industrial Development Authority up to **03:00 PM on 01/08/2024** and shall be opened **02/08/2024 at 03:00 PM**. The Earnest Money Deposit (EMD) detail is given in tender document. The e-tender document Cost is **Rs. 1,770.00** only. The complete details are available in tender document which is available on U.P. Govt. e-procurement portal <https://etender.up.nic.in>. Any corrigendum/ amendment in this notice of tender document shall be uploaded and informed on e-procurement website <https://etender.up.nic.in> only. The Corporation reserves the right to cancel any or all the e-Bids/ annul e-Bidding process without assigning any reason and decision of Corporation will be final and binding.

UPDESCO/HW/2024/237

MANAGING DIRECTOR

INVITATION FOR e-BIDS

This invitation for e-Bids is for Renewal of Licenses for Network Security Application Softwares for Greater Noida Industrial Development Authority.

1. Bidders are advised to study the e-Tender Document carefully. Submission of e-Bids against this Tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the E-Tender Document with full understanding of its implications.
2. The e-Bids prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-procurement website <https://etender.up.nic.in>.
3. The e-Tender document is available at e-procurement website <https://etender.up.nic.in>. Interested bidders may view, download the e-Bid document, seek clarification, and submit their e-Bid online up to the date and time mentioned in the table below:

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(a)	Date of publication of e-Tender notice& availability of Tender Document	E-Tender Notice and E-tender Document has been published and available at e-procurement web site https://etender.up.nic.in
(b)	Creation of e-Tender document on e-procurement website http://etender.up.nic	18/07/2024
(c)	Pre Bid Date and Time	22/07/2024
(d)	E-Bid submission start date &time (Submission of tender fee, EMD and other supporting documents in PDF/XLS format)	25/07/2024 from 10:00 PM
(e)	E-Bid submission end date & Time	01/08/2024 up to 03:00 PM
(f)	Online technical e-Bids opening date & time	02/08/2024 at 03:00 PM
(g)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	to be inform bidder later
(h)	Venue of Prebid, opening of technical & financial e-Bids	U.P. Development Systems Corporation Ltd., 2nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow (U.P.) – 226010
(i)	Contact officer	Sri V. K. Maurya, Manager (Systems), Email : vkmaurya@yahoo.com ,
(j)	Cost of e-Bid document	Rs. 1770.00 (Rupees One Thousand Seven Hundred Seventy only) (Non refundable)
(k)	E-Bid Security (Earnest Money Deposit)	Rs. 1,60,000.00

4. The bidders need to submit the cost of e-Bid document as stated in the above table through RTGS/IMPS/NEFT in U.P. Development Systems Corporation Ltd., Lucknow bank a/c as per following details only:

Account Name : U.P. Development Systems Corporation Limited
IFSC Code : IOBA0000207
SB A/C No. : 020701000041138
Name of Bank : Indian Overseas Bank
Name of Branch : Lucknow Main Branch, 3, Vidhan Sabha Marg, Lucknow

The scan Copy of Proof of Amount Transfer must be submitted along with the e-Bids.

5. Bidders must quote for all the items in the technical e-Bid and in the price schedule/BOQ of financial bid. The e-Bids of bidders who will not quote for all the items in technical and financial e-Bids shall be rejected.
6. All e-Bids must be accompanied by a Bid Security/ Earnest Money Deposit (EMD) in the form of Bank Guarantee in favour of Managing Director, U.P. Development Systems Corporation Ltd., Lucknow or through RTGS/IMPS/NEFT in U.P. Development Systems Corporation Ltd., Lucknow bank a/c as per following details:

Account Name : U.P. Development Systems Corporation Limited
IFSC Code : IOBA0000207
SB A/C No. : 020701000041138
Name of Bank : Indian Overseas Bank

Name of Branch : Lucknow Main Branch, 3, Vidhan Sabha Marg, Lucknow

The scanned copy of the Bid Security/ Copy of Proof of EMD Amount Transfer must be submitted along with the e-Bids and the original Bid Security should reach the purchaser's office at Lucknow before opening of technical e-Bids. No Interest would be payable on bid security (Earnest Money deposited with corporation).

7. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend, at the venue, date and time mentioned in the above table.
8. The Tendering Authority reserves the right to cancel any or all the e-Bids/annul the bidding process without assigning any reason thereof. The decision of Corporation will be final and binding.
9. In the event of date specified for e-Bids opening being declared a holiday for purchaser's office then the due date for opening of e-Bids shall be the following working day at the appointed time.
10. All the required documents including Price Schedule/BOQ should be submitted/ uploaded by the bidder electronically in the PDF/xls format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.
11. The companies/firms who are registered for e-tendering on e-Tendering Portal <http://etender.up.nic.in> of U.P. Govt. Departments would only be eligible for participating in this e-Tender. The companies/firms may contact Nodal Agency U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) for their Registration/ Digital Signature Certificate related queries.
12. Department for which Updesco is asking e-Bids in this e-Tender have not provided cost of Project in advance to Updesco. They will provide the project money only after successful delivery and installation of items and job ordered, hence UPDESCO shall pay the amount against delivery and installation against the ordered items and job to successful bidder only after same is received by UPDESCO from the concerned department.

SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

(A) THE e-BID DOCUMENTS

1 Cost of e-Bid

- a) The Bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Development Systems Corporation Ltd., Lucknow hereinafter referred to as "the Purchaser", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- b) This e-Tender document is available on the web site "<https://etender.up.nic.in>" to enable the bidders to view, download the e-Bid document and submits their e-Bids online up to the last date and time mentioned in e-tender notice/e-Tender document against this e-Tender. The bidders shall have to pay e-Tender document price of **Rs. 1770.00 (Rupees One Thousand Seven Hundred Seventy only)** in U.P. Development Systems Corporation Ltd., Lucknow Bank A/c through RTGS/IMPS/NEFT. Proof of Amount Transfer must be submitted along with the e-Bids before opening of technical e-Bids. This e-Tender document Price will be non-refundable. **Detail of Bank A/c for RTGS/IMPS/NEFT is Bank Name: Indian Overseas Bank, Lucknow Main Branch, SB Ac no.: 020701000041138, IFSC Code: IOBA0000207.**

2 Contents of e-Bid Document

- 2.1 The goods/Jobs required to be supplied/Delivered; bidding procedures and contract terms and conditions are prescribed in the e-Bid Documents. The e-Bid documents include:
- (a) Invitation for e-Bids
 - (b) Section I : Instruction to Bidders (ITB);
 - (c) Section II : Conditions of Contract (CC);
 - (d) Section III : Technical e-Bid;
 - (e) Section IV : Financial e-Bid;
- 2.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid documents or submission of a e-Bid not responsive to the e-Bid document in every respect will be at the Bidder's risk and may result in rejection of his bid.

3 Clarification of e-Bid Documents

Bidders' need to send queries, through email at vkmaurya@yahoo.com or mdupdesco.up@gmail.com in MS Excel format and also in hard copy before scheduled date & time. Queries received after scheduled date & time may not be considered.

Format for Pre bid Queries:

Sl No	Page No/Para No/ Sr. No. of Tender Document	Bidder Query	Amendment Requested if any	Reason for request of Amendment

4 Amendment of E-Bid documents

- 4.1 At any time prior to the deadline for submission of e-Bids, the Tendering Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be posted/uploaded on the e-procurement website <https://etender.up.nic.in> through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

- 4.2 It shall be the sole responsibility of the prospective bidders to check the web site <https://etender.up.nic.in> time to time for any amendment in the e-Tender document. In case of failure to get the amendments, if any, the Tendering Authority shall not be held responsible.
- 4.3 To allow prospective bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Purchaser, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/uploaded on the e-procurement website <https://etender.up.nic.in>.

(B) PREPARATION OF e-BIDS

5 Language of e-Bid

- 5.1 The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and the Tendering Authority shall be written either in Hindi or English language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

6 Documents Constituting the e-Bid

- 6.1 The e-Bid prepared by the Bidder shall comprise the following components:

(a) **Technical e-Bid** - Technical e-Bid will comprise of:

- (i) **Fee Details** – includes copies of e-Tender Fee and Bid Security furnished in accordance with ITB Clause 12 in PDF format.
- (ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the Bidder is qualified to perform the contract if his/ her e-Bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the Bidder conform to the e-Bid document and Technical Specifications.
- (iii) **e-Bid Form** Technical – includes copy of filled in e-Bid Form as per Section-III(A) of e-Tender document in PDF format.
- (iv) **Capability Statement** as per Section III(I)
- (v) **Service Support Details** as per SECTION III(H)
- (vi) **Payment Undertaking** as per SECTION III(G)
- (vii) **Technical Specification Details**- includes copy of filled in Technical Specifications as per Section-III(C) of e-tender document in PDF form.

(b) **Financial Bid** – Financial e-Bid will comprise of:

- (i) **E-Bid Form Financial** –includes copy of filled in e-Bid Form as per Section-IV(A) of e-Tender document in PDF format.
- (ii) **Price Schedule/ BOQ** – includes filled in Price Schedule/ BOQ in XLS format as per Section-IV(B) after downloading from the e-procurement website for this e-Tender

7 e-Bid Form (Financial Bid)

- 7.1 The Bidder shall complete the E-Bid Form and the appropriate Price Schedule/ BOQ furnished in the e-Bid documents, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.

8 e-Bid Price

- 8.1 The Bidder shall quote separately in the downloaded spread sheet file for Price Schedule/BOQ unit price (along with basic price, GST and other charges such as installation and onsite comprehensive

warranty maintenance service charges, if any) of each item in the specified places for all the goods mentioned in Section III(C) of Technical Specifications. The unit prices quoted shall be with comprehensive warranty as per period specified in column 3 of Section III(C) of Technical Specifications.

- 8.2. e-Bid price of each item indicated on the Price Schedule/ BOQ as mentioned in para 8.1 above, shall include all the cost till successful installation & commissioning at client offices situated in different cities of U.P. for all the items specified in the schedule of requirement and onsite comprehensive warranty maintenance i.e.
- I. The price of goods (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
 - (a) on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - (b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse, or off-the-shelf.
 - II. any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded.;
 - III. the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their destination.
 - IV. the price of other incidental services listed in Clause 11 of the Conditions of Contract.
- 8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. A e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9 e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10 Documents Establishing Bidder's Qualification

- 10.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Technical e-Bid, documents establishing the Bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- 10.2 The documentary evidence of Bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section III(D) of e-Tender document.

11 Documents Establishing Goods' Conformity to e-Bid Documents

- 11.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the Bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.
- 11.2 The documentary evidence of conformity of the goods and services to the e-Bid documents shall consist of:
- (a) The brochures/leaflets/the document downloaded from the internet site of the OEM of the goods offered in support of the technical specifications asked in the e-tender.
 - (b) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
 - (c) A confirmation that, if the Bidder offers systems and/or other software manufactured by another company, such software operates effectively on the system offered by the Bidder; and the Bidder is willing to accept responsibility for its successful operations.
 - (d) A confirmation that the Bidder is either the owner of intellectual Property Rights in the hardware and the software items offered, or that it has proper authorization from the owner to offer them. Willful misrepresentation of these facts shall lead to the cancellation of the bid/ contract without prejudice of other remedies that the Tendering Authority may take.

12 Bid Security/Earnest Money Deposit (EMD)

- 12.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its e-Bid, a Bid security/EMD of an amount **Rs.1,60,000.00** in favor of the Tendering Authority i.e. U.P. Development Systems Corporation Limited, Lucknow. The scanned copy of the Bid Security/EMD must be submitted along with the e-Bids and the original one should reach the purchaser's office at Lucknow before opening of technical e-Bids.
- 12.2 The Bid security is required to protect the Tendering Authority against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The Bid security shall be in Indian Rupees and shall be in the following forms only:
A bank guarantee issued by the State Bank of India or its associate banks or any nationalized bank of India or any schedule bank, HDFC Bank, Axis Bank, ICICI Bank, IDBI Bank located in India, in the form provided in the e-Bid document and valid upto **10/12/2024**. Bidder may also submit the bid security of the above amount through RTGS/IMPS/NEFT in U.P. Development Systems Corporation Ltd., Lucknow Bank A/c as per following details:
Account Name : U.P. Development Systems Corporation Limited
IFSC Code : IOBA0000207
SB A/C No. : 020701000041138
Name of Bank : Indian Overseas Bank
Name of Branch : Lucknow Main Branch, 3, Vidhan Sabha Marg, Lucknow
The scanned copy of the Bid Security/ Copy of Proof of EMD Amount Transfer must be submitted along with the e-Bids and the original one should reach the purchaser's office at Lucknow before opening of technical e-Bids. No Interest would be payable on bid security (Earnest Money deposited with corporation)..
- 12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.
- 12.5 Unsuccessful bidder's bid security will be discharged/returned within 15 days.
- 12.6 The successful bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.
- 12.7 The bid security may be forfeited:
- (a) if a Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or
 - (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract with the Tendering Authority in accordance with ITB Clause 28; or
 - (ii) to furnish performance security in accordance with ITB Clause 29.

13 Period of Validity of e-Bids

- 3.1 **e-Bids shall remain valid for 150 days** after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Tendering Authority as non-responsive.
- 13.2 In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. The Bid security provided under ITB Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

14 Format and Signing of e-Bid

- 14.1 The Bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.

- 14.2 The e-Bid documents shall be digitally signed at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

15. Submission of e-Bids

The Bid Submission module of e-procurement website "<http://etender.up.nic.in>" enables the bidders to submit the e-bids online against this e-Tender published by the purchaser. Bid Submission can be done only from the bid submission start date and time till the Bid Submission end date and time given in the e-Tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bids in time. The bidders should submit their e-Bids considering the server time displayed in the e-procurement website. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bids. For delay in submission of e-Bids due to any reasons, the bidders shall only be held responsible.

The bidders must follow following instructions for submission of their e-Bids:

- 15.1 For participating in e-Bids through the e-tendering system, it is necessary for the bidders to be the registered users of the e-procurement website <https://etender.up.nic.in>.
- 15.2 In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/she has registered as per clause 15.1 above.
- For successful registration of DSC on e-procurement website <http://etender.up.nic.in>, the bidder must ensure that he/she should possess Class-3 DSC issued by any one of the certifying authorities approved by Controller of Certifying Authorities, Government of India. The bidder is also advised to register his/her DSC on e-procurement website well in advance before bid submission end date so that he/she should not face any difficulties while submitting his/her e-bid against this e-Tender. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before bid submission date starts. The Tendering Authority shall not be held responsible if the bidder tries to submit his/her e-bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- 15.3 The bidder can search for active e-Tenders through "Search Active Tenders" link, select a e-Tender in which he/ she is interested in and then move it to 'My Tenders' folder using the options available in the Bid Submission menu. After selecting and viewing the e-Tender, for which the bidder intends to bid, from "My Tenders" folder, the bidder can place his/ her bid by clicking "Pay Offline" option available at the end of the view e-Tender details form. Before this, the bidder should download the e-Tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-Tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Feedetails, Qualificationdetails, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the e-Tender details. The details of the E-payment/Bank Guarranty or any other accepted instrument which is to be physically sent in original before opening of technical e-Bids, should tally with the details available in the scanned copy and the data entered during e-bid submission time otherwise the e-Bid submitted will not be accepted.
- 15.5 Next the bidder should upload the e-Bid documents as as per ITB Clauses 10. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the

Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, E-Bid Form and Technical Specification details) and financial (E-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/ locked electronically with the DSC's of the e-Bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned e-Bid openers only.
- 15.7 After successful submission of e-Bid documents, a page giving the summary of e-Bid submission will be displayed confirming end of e-bid submission process. The bidder can take a printout of the e-Bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 15.8 Tendering Authority reserves the right to cancel any or all e-Bids without assigning any reason.

16 Deadline for Submission of E-Bids

- 16.1 E-Bids (Technical and Financial) must be submitted by the bidders at e-procurement website <https://etender.up.nic.in> no later than the time **03:00 PM on 01/08/2024**.
- 16.2 The Tendering Authority may, at its discretion, extend this deadline for submission of e-Bids by amending the e-Bid documents in accordance with ITB Clause 4, in which case all rights and obligations of the Tendering Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bids

The server time indicated in the Bid Management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/ her bid. Bidder has to start the E-Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/ her e-Bid is not submitted in time due to any of his/ her problems during e-Bid submission process.

18 Withdrawal and Resubmission of e-Bids

- 18.1 At any point of time, a bidder can withdraw his/ her e-Bid submitted online before the e-Bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement website <https://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw thisbid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the E-Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected bid.
- 18.2 The bidder has to request the Tendering Authority with a letter, attaching the proof of withdrawal and submission of bid security/ EMD in the office of purchaser, to return back the bid security/ EMD as per the manual procedure.
- 18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of a e-Bid during this interval may result in the Bidder's forfeiture of his/ her bid security, pursuant to ITB Clause 12.7.
- 18.4 The bidder can resubmit his/ here-bid as and when required till the e-bid submission end date and time. The e-bid submitted earlier will be replaced by the new one. The payment made by the bidder

earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement website <https://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-bid documents by following the methodology provided in clauses 15.4 to 15.7.

- 18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-Bids.
- 18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(C) e-BID OPENING AND EVALUATION OF e-BIDS

19(A) Opening of Technical e-Bids by the Purchaser

- 19.A.1 The Tendering Authority will open all technical e-Bids, in the presence of Bidders' representatives who choose to attend at **03:00 PM on 02/08/2024** at U. P. Development Systems Corporation Ltd., II Floor, UPTRON BUILDING, GOMATI NAGAR, Lucknow-226010. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and location on the next working day.
- 19.A.2 The bidder's names and the presence or absence of requisite bid security and such other details as the Tendering Authority at its discretion may consider appropriate, will be announced at the opening. No e-Bid shall be rejected at the time of technical e-Bid opening.
- 19.A.3 The Tendering Authority will prepare minutes of the e-Bid opening.

19(B) Opening of Financial e-Bids

- 19.B.1 After evaluation of technical e-Bids, the Tendering Authority shall notify those Bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Tendering Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Tendering Authority indicating the date, time and place for opening of the financial E-Bids. The notification may be sent by letter or by e-mail.
- 19.B.2 The financial Bids of technically qualified bidders shall be opened at U.P. Development Systems Corporation Ltd., II Floor, Uptron Building, Gomti Nagar, Lucknow-226010 in the presence of Bidders who choose to attend. The name of Bidders, Unit Price quoted for various items etc will be announced at the meeting.
- 19.B.3 The Tendering Authority will prepare the minutes of the E-Bid opening.

20 Clarification of E-Bids

- 20.1 During evaluation of e-Bids, the Tendering Authority may, at its discretion, may ask the Bidder for a clarification /submit documents of his/ her bid. The request for clarification and the response shall be in writing or in meeting by Purchase Committee.

21 Evaluation of technical e-Bids and Evaluation Criteria

The Tendering Authority will examine the e-Bids to determine whether they are complete, whether they meet all the conditions of the Contract, whether required tender fee, Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

The bidders shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Bids: -

- 21.1 The bidder should be a Company registered in India under the Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 or a LLP registered firm under LLP Act 2008 or a proprietorship firm having relevant registration, with their registered office in India for the last three years.
- 21.2 The bidder should have executed atleast one work order of Systems Software (i.e. Antivirus/ Firewall/ Backup Software etc.) of Value More than 25 lac to any Government Departments /Organisations in any one of the last three financial years including current financial year (FY 2020-21,2021-22,2022-23 & 2023-24).The e-Bids of the bidders not submitted duly signed & stamped evidence i.e. the copy/Copies of work order issued by the concerned department/ organization shall be rejected.
- 21.3 All the items quoted should have minimum technical specifications given in the e-Tender.
- 21.4 The bidder should have support mechanism and service support centre in Noida for service support that would be provided during the warranty period. The Bidder should provide Service Support Undertaking given in Section-III(H) of this e-Tender document. The e-Bids of the bidders who do not have Service support centre and not submitted undertaking in Format given in Section-III(H) shall be rejected. If at any stage, it is found that the Bidders support centres/ service providers are not providing support services and are non-functional or have been closed, then the bid security/ performance bank guarantee shall be forfeited.
- 21.5 The bidder should submit a notarial affidavit that the bidder's firm has not been blacklisted/debarred/ prohibited by any State/Central Government Departments / Organisations. The e-Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.
- 21.6 The bidder company should be having average turnover of atleast Rs.2.00 crore in last three financial years of 2020-21, 2021-22 and 2022-23 for that he/ she should submit certified copies of certificates from Chartered Accountant or copies of relevant page(s) of Profit & Loss account of the company. The e-Bids of the bidders whose company's turnver are not as desired above as shall be rejected.
- 21.7 All e-Bids submitted shall also include the following:
 - (i) Filled in form as per Section III(I)- Capability Statement.
 - (ii) Copies of relevant pages of following documents:
 - a. Memorandum and Article of Association or any other document showing objectives of the company and authority to sign the bid/ contract or delegate the power to others for signing the e-Bid/ contract.
 - b. Place of registration.
 - c. The power-of-attorney authorizing the bidder to sign the bid/ contract.
 - d. Income tax registration number of the company.
 - e. GST registration number of the company.The e-Bids of the bidders not submitting copies of documents mentioned in clause 21.10(ii) above shall be rejected.
- 21.8 Bidders must quote for all the items in the technical e-Bid and in the price schedule/ BOQ of financial e-Bid. The e-Bids of bidders who will not quote for all the items in technical and financial e-Bids shall be rejected.
- 21.9 The bidder should submit bid specific MAF (manufacturers authorization form) certificate for Trend Micro, VERITAS & Force point. Those not submitting the required MAF shall be rejected.
- 21.10 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of purchase committee shall be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

- 21.11 It shall be the discretion of the purchase committee to decide as to whether a e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.12 The bidders are advised not to mix financial e-Bid documents with the PDF documents submitted for technical e-Bid. The e-Bids of the bidders having financial e-Bid documents in the technical e-Bid will outrightly be rejected.

22 Financial Evaluation and Comparison of e-Bids

- 22.1 The Tendering Authority will evaluate and compare the financial rates quoted in the price schedule/ BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the tender only for those items of the Bidders which have been technically accepted by the Purchaser.
- 22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its bid security may be forfeited.
- 22.3 No weightage /preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-Tender.
- 22.4 The Purchaser's evaluation of a Financial e-Bid shall be based on rate quoted excluding GST by the bidder including the cost of equipment – preloaded with software as indicated in the technical specification (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and GST on the finished goods, if payable) and price of incidental services and the cost of inland transportation and insurance and other costs within India incidental to the delivery of the goods to their final destination as mentioned in para 8.2 of ITB.
- 22.5 Evaluation for e-Bids shall be done based on total e-Bid price (excluding GST received for all items).
- 22.6 The bidders whose technical e-Bids would be found responsive and meeting the qualification requirements and fulfilling all conditions of the tenders, shall be considered for those items which would be technically accepted by the Tendering Authority and whose e-Bid price quoted are lowest in the e-Bids.
- 22.7 Selection of supplier will be done based on lowest total e-Bid price received in Section IV(B) without GST.

23 Contacting the Purchaser

- 23.1 Subject to ITB Clause 20, no Bidder shall contact the Tendering Authority on any matter relating to his/ her bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, he/ she can do so in writing.
- 23.2 Any effort by a Bidder to influence the Tendering Authority in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's bid.

(D) AWARD OF CONTRACT

24 Award Criteria

- 24.1 The Tendering Authority will determine to its satisfaction whether the Bidder(s) that is selected as having submitted the lowest evaluated responsive e-Bid meets the criteria specified in ITB Clause 10.2 and is qualified to perform the contract satisfactorily.
- 24.2 Subject to ITB Clause 26, the Tendering Authority will award the contract to the lowest evaluated successful Bidder whose e-Bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

25 Purchaser's right to vary Quantities at Time of Award

- 25.1 The Tendering Authority reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 25.2 If any taxes/duties are increased/ decreased by the Government during contract period, the same shall be adjusted mutually after submitting the proof by the successful bidders to the purchaser.

26 Purchaser's right to accept any e-Bid and to reject any or all E-Bids

- 26.1 The Tendering Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

27 Notification of Award

- 27.1 Prior to the expiration of the period of e-Bid validity, the Tendering Authority will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon successful Bidder's furnishing of performance security pursuant to ITB Clause 29, the Tendering Authority will promptly discharge bid security pursuant to ITB Clause 12.

28 Signing of Contract

- 28.1 At the same time as the Tendering Authority notifies the successful bidder that its e-Bid has been accepted, the Tendering Authority will send the bidder the Contract Form provided in the e-Bid documents, incorporating all agreements between the parties i.e. Tendering Authority and successful bidder.
- 28.2 Within 7 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

29 Performance Security

- 29.1 Within 7 days of the execution of the contract with the Purchaser/tendering authority, the successful Bidder shall furnish performance security in the form of bank guarantee for 3% amount of order value in favor of concerned department which would be valid for the period of warranty obligation from State Bank of India or its associate banks or any nationalized bank of India or scheduled commercial bank located in India in favor of the purchaser, in accordance with the Conditions of Contract, in the Performance Security Form provided in the e-Bid documents or in another form acceptable to the Purchaser.
- 29.2 Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to the next lowest evaluated bidder or call for new e-Bids.
- 30 Purchase committee have rights to relax any criteria in qualification required to fulfil the tender condition. Also purchase committee has right to ask the bidder to submit any document required in support of qualification for its satisfaction/confirmation at any stage.

II : CONDITIONS OF CONTRACT

SECTION II :

Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted:

- (a) "The Contract" means the agreement entered into between the Tendering Authority and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" mean the prices of various items payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Tendering Authority under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, provision of technical assistance and other obligations of the Supplier covered under the Contract;
- (e) "The Purchaser" or "Tendering Authority" means the organisation purchasing the goods and the Tendering Authority is U.P.Development Systems Corporation Ltd., II Floor, UPTRON BUILDING, GOMATI NAGER, Lucknow-226010
- (f) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract and supplier is -----;
- (g) "The Project Site", where applicable, means the **Greater Noida Industrial Development Authority, G. B. Nagar, Uttar Pradesh**.
- (h) "Day" means calendar day.

2. Application

2.1 These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications or the higher, and, when no applicable standard is mentioned, the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned O.E.M. of goods.

4. Patent Rights

4.1 The Supplier shall indemnify the Tendering Authority against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

5. Performance Security

5.1 Within 7 days of the execution of the contract with the Purchaser, the successful Bidder shall furnish performance security in the form of bank guarantee for 3% amount of order value in favor of concerned department which would be valid for the period of warranty obligation from State Bank of India or its associate banks or any nationalized bank of India or scheduled commercial bank located in India in favor of the purchaser, in accordance with the Conditions of Contract, in the Performance Security Form provided in the e-Bid documents or in another form acceptable to the Purchaser.

5.2 During warranty period, the defective item or component is to be replaced or repaired whatever required, shall be done by the supplier to the satisfaction of the user department.

5.3 The proceeds of the performance security shall be payable to the authority in favor of whom the performance bank guarantees being made as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

- 5.4 The performance security shall be denominated in Indian Rupees and shall be in the following forms only:
- A Bank guarantee issued by State Bank of India or its associate bank or a nationalized bank of India or a scheduled commercial bank located in India acceptable to the Purchaser, in the form provided in the e-Bid documents or another form acceptable to the Purchaser.
- 5.5 The performance security will be discharged by the purchaser/ user department and returned to the Supplier not later than 60 days following the date of its validity/completion of the Supplier's performance obligations including any warranty obligations under the contract.
- 5.6 In the event of any contract amendment the Supplier shall within 7 days of receipt of such amendment furnish the amendment to the Performance Security rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including three years comprehensive warranty obligations of all the items.

6. Inspection & Tests

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- 6.1
- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and the Conditions of Contract. The Tendering Authority will test all the equipment prior to their delivery at sites in the office/factory of the supplier and the Supplier will dispatch the inspected & tested goods by the Tendering Authority to the ultimate consignee along with manufacturer's warranty certificate. Complete hardware and software as specified in Section III(B) should be supplied, installed and commissioned properly against the purchase order of the Tendering Authority by the supplier prior to commencement of performance tests, if not carried out by the Tendering Authority prior to their delivery at sites. For site preparation, as stated in Clause 35 the supplier should furnish all details to the Tendering Authority sufficiently in advance so as to get the works completed before receipt of the equipment.
 - (ii) The acceptance test will be conducted by the purchaser, their consultant or any other person nominated by the purchaser, at its option. There shall not be any additional charges for carrying out acceptance tests. The acceptance will involve trouble-free operation during acceptance testing period. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing module/sections will be allowed. During acceptance tests, the items having the same or higher technical specifications as given in the contract shall only be accepted. The Supplier shall maintain necessary log in respect of the result of the tests to establish to the entire satisfaction of the purchaser. An average uptake efficiency of 98% for the duration of test period shall be considered as satisfactory.
 - (iii) In the event of the Hardware and Software failing to pass the acceptance test, if carried out at site of installation, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Tendering Authority reserves the rights to get the equipment's replaced by the supplier at no extra cost to the purchaser.
 - (iv) Successful conducts and the conclusion of the acceptance test for the installed goods and equipment shall also be the sole responsibility and at the cost of the supplier.
- 6.2 The inspections and tests will be conducted on the premises of the Supplier prior to delivery of the Goods at destination. For conducting the inspection and tests at the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished by the supplier at no charge to the inspectors of the purchaser. Supplier shall intimate to the Tendering Authority indicating that the computer systems and other equipment are ready for inspection and the Tendering Authority can send their representative for inspection at their premises. After receipt of such intimation from the Supplier, the Tendering Authority shall arrange for pre-dispatch inspection and test. After the computer system passes in the inspection and tests, the Supplier shall deliver and install the system and all other items at the respective sites within the time schedule given in the Schedule of Requirements.

- 6.3 Should any inspected or tested Goods fail to conform to the specifications, the Tendering Authority may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 6.4 The Purchaser's rights to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Tendering Authority or its representative prior to the Goods shipment.

7. Packing

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the purchase order the packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into Consideration where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at all points in transit.
- 7.2 The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract.

8. Delivery and Documentation

Upon delivery of the Goods, the supplier shall notify the Tendering Authority and the insurance company by fax the full details of the shipment including purchase order number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser: -

- (a) 3 copies of the supplier's invoice showing goods description, quantity, unit price, total amount.
- (b) Delivery challans duly signed & stamped by the consignee i.e., by the representatives of project sites.
- (c) Manufacturers/Supplier's warranty certificate.
- (d) Goods inspection report.

9. Insurance

For delivery of goods at site, the insurance shall be obtained by the supplier at their cost of the amount equal to 110% of the value of the goods from warehouse of the supplier to the final destinations of installation defined as project site on "All Risks" basis including war risks and strikes. It will be the sole responsibility of the supplier to file the claim, if any, with the Insurance Company immediately after delivery of goods at project sites.

10. Transportation

The Supplier is required under the Contract to transport the Goods to the specified destinations within U.P. defined as Project sites.

11. Incidental Services

The following services shall be furnished, and the cost shall be included in the contract rates:

- a. On-site delivery & satisfactory installation of all the items and/or LAN as per purchase order.
- b. Furnishing all the manuals as per purchase order to the project sites; and
- c. Maintenance and repair of the equipment at each location during the comprehensive warranty period including the cost of all spares.

12. deleted

13. Warranty

- 13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied

under this Contract shall have no defect arising from design materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 13.2 The warranty shall be comprehensive for all the equipment's, parts and components. The Warranty period are given in column 3 of technical specification. The period of warranty shall be considered from the date of installation and acceptance of the Goods or 3 months more than warranty period from the date of delivery at project sites, whichever occurs earlier for all the items. The supplier shall in addition comply with the performance guarantees specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications and or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with CC6.
- 13.3 The Tendering Authority shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4 During warranty period, the defective item or component shall be replaced or repaired whatever required, by the supplier or the service centre authorised by the supplier, to the satisfaction of the user departments.
- 13.5 Period for correction of defects in the warranty period is 48 hrs.

13.9 Maintenance service

- 13.9.1 The maximum response time for rectification of complaint from any of the destinations specified in cc 13.9.3 (i.e. time required from supplier's maintenance engineer to report at the installation site after a request call/fax is made or letter is written) shall not exceed 24 hours.
- 13.9.2 It is expected that the average downtime of the item will be less than half the maximum downtime (i.e. 48 hours for which an item or equipment is not useable because of inability of the supplier to repair it). In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 200 per day per item. The total amount of penalty recovered from supplier during full warranty period will be limited to the worth value of the performance security guarantee. The amount of penalty will be recovered forfeiting the Performance Security guarantee during warranty period.
- 13.9.3 The supplier's service centers/service providers are given below;
 - (i)
 - (ii)
 - (iii)

14. Payment

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) **On Delivery** :- Ninety percent (90%) of the total price of all the goods given in the purchase order shall be paid by the Tendering Authority on back-to-back arrangement upon receipt of payment from the user department to the supplier or his authorized dealer given in the e-Tender on receipt of all the inspected & tested goods at project sites and upon submission of the documents specified in Clause 8.
- (ii) **On Installation** :- The remaining ten percent (10%) amount of the order value of the goods received shall be paid to the supplier within 30 days after successful installation of all the items and submission of all installation reports duly signed & stamped by the representatives of all the project sites on back-to-back arrangement upon receipt of payment from the user department. The T.D.S. as applicable will be deducted from this payment on the value of installation and warranty service charges quoted by the supplier in their e-bid. If the Installation of all the items is not made within 2 months due to site is not ready or any other reason for which supplier is not responsible, the payment against delivered goods will be released by the Tendering Authority after their due satisfaction.
- (iii) UPDESCO shall pay the amount against delivery and installation to the ordered items only after same is received by UPDESCO from the Greater Noida Industrial Development Authority, G.B. Nagar.U.P..

15. Prices

- 15.1 Prices payable to the Supplier as stated in the Contract shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the supplier to the purchaser. In case during the period of the supply, the equipments of the same specifications are being supplied in other departments on the lower rate by the supplier, the supplier will have to supply those equipments with matching price. In case at the time of delivery of the equipments, higher specification equipments on the same price as quoted/approved in the e-Bid by the supplier are being supplied to other department (s), the supplier will have to supply the higher specification equipments on the quoted/approved rates.

16. Change Orders

- 16.1 The Tendering Authority may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:
- (a) technical specifications where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipping or packing;
 - (c) the place of delivery; and/or
 - (d) the Service to be provided by the Supplier.
- 16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within seven (7) days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments

- 17.1 Subject to condition of contract clause 16 no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

18. Assignment

- 18.1 The Supplier shall not assign, in whole or in parts its obligations to perform under the Contract to any other firm except with the Purchaser's prior written consent.

19. Delivery of the Goods and Delay in the Supplier's Performance

- 19.1 The inspection and test of the computer system and all other items shall be carried out by the Tendering Authority prior to its dispatch by the Supplier at final destination and for this purpose the Supplier shall intimate to the Tendering Authority that the computer system and other items are ready for inspection and test. After receipt of such intimation from the Supplier, the Tendering Authority will arrange the inspection and test of the computer system and other items at the premise of Supplier. After the computer system and other items pass the test, the items which are inspected and accepted during acceptance testing by the Tendering Authority shall be packed by the supplier and the representative of Tendering Authority will put a unique number, their seal and signature on each of the packet. The Supplier shall deliver the sealed unbroken packets to the project sites and install the systems and all other items at the respective sites within the time schedule given in the Schedule of Requirements.
- 19.2 If at any time during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Tendering Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Tendering Authority shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase order.
- 19.3 Except as provided under conditions of contract clause 22, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

20. Liquidated Damages

- 20.1 Subject to conditions of Contract if the Supplier fails to deliver or install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Tendering Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof delay until actual delivery or installation or performance, up to a maximum deduction of 10%. Once the maximum penalty is reached, the Tendering Authority may consider termination of the Contract/work order pursuant to conditions of Contract Clause 21.

21. Termination for Default

- 21.1 The Tendering 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 part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Tendering Authority pursuant to CC clause no. 19.2 or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract
- 21.2 In the event the Tendering Authority terminates the Contract in whole or in part, pursuant to the conditions of contract clause no. 21.1 Tendering Authority may procure, upon such terms and in such manner as it deems appropriate. Goods or Services similar to those undelivered, and the Supplier shall be liable to the Tendering Authority for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.

22. Force Majeure

- 22.1 Notwithstanding the provisions of conditions of contract clause no. 19,20 & 21 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 22.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Tendering Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Supplier shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering 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.

23. Termination for Insolvency

- 23.1 The Tendering Authority may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

- 24.1 The Purchaser, by written notice sent to the Supplier may 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 24.2 The Goods that are complete and ready for shipment at the time of Supplier's receipt of notice of termination shall be accepted by the Tendering Authority at the Contract terms and prices. For the remaining Goods, the Tendering Authority may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially Completed Goods.

25. Settlement of Disputes

- 25.1 If any dispute or difference of any kind whatsoever shall arise between the Tendering Authority and the Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Tendering Authority or the Supplier may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 25.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 25.4
 - 25.4.1 In case of dispute or difference arising between the Tendering Authority and a domestic supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of 3 arbitrators and one each to be appointed by the Tendering Authority and the Supplier. The third Arbitrator shall be chosen by the two Arbitrator appointed by the parties and shall act as Presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P.
 - 25.4.2 If one of the parties fails to appoint its arbitrator in pursuance of sub-clause 25.4.1 above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Additional Chief Secretary/Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P. both in case of foreign supply as well as Indian supply, who shall appoint the arbitrator. A certified copy of the order of the Additional Chief Secretary/Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P, making such an appointment shall be furnished to each of the parties.
 - 25.4.3 Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.
 - 25.4.4 The decision of the majority of the arbitrators shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 25.5 Notwithstanding any reference to arbitration herein.
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Tendering Authority shall pay the Supplier any monies due to the Supplier.

26. Limitation of Liability

- 26.1 Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to CC Clause 4.
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or

- interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total value of items ordered under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27. Governing Language

- 27.1 The Contract shall be written in English or Hindi language Subject to condition of contract clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

29. Notices

- 29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the Tendering Authority and Supplier

Purchaser:	U.P. Development Systems Corporation Ltd., II Floor, UPTRON BUILDING, Gomati Nager, Lucknow (U.P.) - 226 010
Supplier:	(To be filled in at the time of Contract execution)

.....
.....
.....

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

30. Taxes and Duties

- 30.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc. incurred until delivery of the contracted Goods to the Purchaser.

31. Right to use defective equipment

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Tendering Authority shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

32. Supplier Integrity

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

33. Supplier's Obligations

The supplier is obliged to work closely with the purchaser's staff, act within its own authority and abide by directives issued by the Tendering Authority and implementation activities. The supplier is abide by the job safety measures prevalent in India and will free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Tendering Authority responsible or obligated. The supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors. The supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his

responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

34. Patent Right

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Goods or any parts thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Tendering Authority is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses (court costs and lawyer fees). The Tendering Authority will give notice to the supplier of such claim, if it is made without delay.

35. Site Preparation and Installation

In charge of the project site is solely responsible for site preparation in compliance with the technical and environmental specifications defined by the supplier. The incharge of project site will designate the installation site before the scheduled installation date to allow the supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Hardware and Software.

36. Hardware and Software Installation

The Supplier is responsible for all unpacking, assemblies, installations of all hardware and software, cabling between hardware units and connecting to power supplies. The supplier will test all hardware & software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware & software at all installation sites.

37. Hardware and software Maintenance

The supplier will accomplish preventive and breakdown maintenance activities to ensure that all Hardware execute without defect or interruption for at least 98% up time for 24 hours a day, 7 days of the week of operation of the machine worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than three days, the supplier shall either immediately replace the defective unit at its own cost. The supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.

38. Technical Documentation

The Technical Documentation involving detailed instruction for operation is to be delivered with every unit of the equipment supplied if mentioned in the purchase order. The language of the documentation shall be English or Hindi.

SECTION III : TECHNICAL E-BID

III(A)	E-BID FORM
III(B)	SCHEDULE OF REQUIREMENTS
III(C)	TECHNICAL SPECIFICATIONS
III(D)	QUALIFICATION REQUIREMENTS
III(E)	BID SECURITY FORM
III(F)	CONTRACT FORM
III(H)	SERVICE SUPPORT UNDERTAKING
III(I)	CAPABILITY STATEMENT
III(J)	PERFORMANCE SECURITY FORM

SECTION III (A) : e-BID FORM

Date :

No.: UPDESCO/HW/2024/237

To :

The Managing Director,
U.P.Development Systems Corporation Ltd.,
II Floor, UPTRON BUILDING, Gomati Nager,
Lucknow (U.P.) - 226 010

Sir/Madam,

Having examined the e-Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____

_____ (*Description of Goods and Services*) in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the E-Bid document and will supply the computer systems and other items/materials as per the Technical Specifications (Section IIII) of the e-Bid documents. We further undertake that we fulfill the Qualification Requirements (Section III(D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, service support details, capability statement and the required bid security in shape of bank guarantee are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

If our e-Bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Tendering Authority for a sum equivalent to 5% of the Contract price for the due performance of the Contract.

We agree to abide by this e-Bid for the E-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-Tender Document are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this day of 20.....

(Signature)

(in the capacity of)

Duly authorized to sign E-Bid for and on behalf of _____

SECTION III (B) : SCHEDULES OF REQUIREMENTS

Items Brief Description	Destination	Delivery Schedule after Issue of Work Order	Bid Security
As per the details given in the SECTION III I TECHNICAL SPECIFICATIONS	<i>for Greater Noida Industrial Development Authority</i>	45 days	As per Bid Security Clause

SECTION III (C) TECHNICAL SPECIFICATIONS

Sr No	Required Items with Technical Specifications	Warranty Period (in Year)	Quan-tity	Make & Model	Compliance (Yes/No)	Deviation (Specify)
1	2	3	4	5	6	7
1.	Inter Scan Messaging Security Virtual Appliance (IMSV) Trend Micro Apex One™ endpoint protection ,Trend Micro Scan Mail for Microsoft Exchange for internal mail scanning (24*7) Renewal	1 year	400			
2.	Sophos WAF (Web Application Firewall) Renewal: - XG 310 Enterprises Guard With Enhanced Support. (24*7) Renewal	1 year	1			
3.1	Force point NGFW 2201 Appliance	36 Month	1			
3.2	8 Port Gigabit Ethernet RJ45 Module	36 Month	1			
3.3	2200 Series 19in Rack Mounting Kit	12 Month	1			
3.4	Support-Essential for Force point NGFW 2201 Appliance	12 Month	1			
3.5	Force point Security Management Center - High Availability	12 Month	1			
3.6	Support-Essential for Force point Security Management Center - High Availability	12 Month	1			
3.7	Force point SMC Additional Log Server	12 Month	1			
3.8	Support-Essential for Force point SMC Additional Log Server	12 Month	1			
4.1	VERITAS:- Backup Exec Server ED Win 1 Server on premise Standard Perpetual License (Backup Server License) Renewal (01 No) (3 packs of 10 instance to cover all windows requirement) (24*7)	1 year	1			
4.2	Backup Exec Agent for Win 1 Server On premise Standard Perpetual License (Exchange Server License) Renewal (01 No)24*7					
4.3	Backup Exec Agent for Application and DBS Win 1 Server On premise Standard Perpetual License (Windows Server) Renewal (04 No) (24*7)					
4.4	Backup Exec Agent for Linux 1 Server On premise Standard Perpetual License GOV (Linux Server) Renewal (01 No.)(24*7)					
4.5	System Recovery Server ED Win 1 Server On premise Standard Perpetual License (Recovery for Windows Server) Renewal (09 No)(24*7)					
4.6	Server Backup License (VERITAS Additional License (06 No)(24*7)					
4.7	System Recovery Linux ED LNXI Server On Premise Standard Perpetual License (Linux Server) Renewal					
5	Technical Support for network security and data base support engineer (2 no.)	1 Year	12 Month			

IMPORTANT NOTICE (Applicable for All Technical Specifications)

1. In case the e-Bid of any bidder is accepted and it is found at later stage that the specifications of any item does not match with the 'Technical Specification' given in this Tender document, the Tendering Authority may ask for the product of his choice. If the bidder/supplier does not agree to it, the Tendering Authority shall cancel the bid/contract/order of particular item and the EMD/Security amount deposited in any form to the Tendering Authority by the bidder/supplier may be forfeited.
2. The bidder has to specify the make/ model of all the quoted items. In case bidder does not specify the specific make/model, the buyer may ask for a make/model of his choice. If bidder does not accept it, his e-Bid shall be rejected.
3. The bidder may quote various Make & Model on same price for any Item for which he has authorisation from their OEM. However it shall be the choice of Purchase to choose make and Model among quoted Make/models. The Bidder can not opt their choice.

Signature and seal of the bidder:

Place:

Date:

SECTION III(D) : QUALIFICATION REQUIREMENTS

1. The bidder should be a Company registered in India under the Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 or a LLP registered firm under LLP Act 2008 or a proprietorship firm having relevant registration, with their registered office in India for the last three years at the time of Bid Submission.
2. The bidder should have executed atleast one work order of Systems Software (i.e. Antivirus/ Firewall/ Backup Software etc.) of Value more than 25.00 Lac to any Government Departments /Organisations in any one of the last three financial years including current financial year (FY 2020-21,2021-22,2022-23 & 2023-24).
3. All the items quoted should have minimum technical specifications given in the e-Tender.
4. The bidder should have online support mechanism and service support centres either directly through their support office or through their authorised channel partners/dealers in U.P.
5. The bidder should submit a notarial affidavit that the bidder's firm has not been blacklisted/debarred/prohibited by any State/Central Government Departments /Organisations. The e-Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.
6. The bidder company/firm should have average turnover of at least Rs. 2 Crore in Financial year(s) (FY-2020-21, FY-2021-22 & FY-2022-23).
7. The bidder should have relevant documents for following:
 - Memorandum and Article of Association or any other document showing objective of the company.
 - Place of registration.
 - The power-of-attorney authorizing the bidder to sign the bid/ contract.
 - Income tax registration number of the company.
 - GST registration number of the company/Firm.
8. The bidder should submit bid specific MAF (manufacturers authorization form) certificate for Trend Micro, VERITAS & Force point. Those not submitting the required MAF shall be rejected.
9. The bidders should quote all the items as per the requirements of the e-Tender.
10. Original BG/EMD should reach in Updesco before schedule time of opening of Technical Bids.

SECTION III(E) : BID SECURITY FORM

Whereas (*Name of Bidder*) (Hereinafter called "the Bidder") has submitted its e-Bid dated (*Date of submission of bid*) for the supply of (*name and description of the goods*)

(hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered offices at (*address of bank*) (hereinafter called "the Bank"), are bound unto (*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said Bank this Day of 20.....

THE CONDITIONS of this obligation are:

1. if the Bidder
 - (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the E-Bid Form; or
 - (b) does not accept the correction of errors in accordance with the ITB; or
 - (c) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form; or
2. if the Bidder, having been notified of the acceptance of its e-Bid by the Tendering Authority during the period of e-Bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the ITB;

We undertake to pay the Tendering Authority up to the above amount upon receipt of its first written demand, without the Tendering Authority having to substantiate its demand, provided that in the demand the Tendering Authority will note that the amount claimed by it is due to it, owing to the occurrence or one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto 18/01/2025 and any demand in respect thereof should reach the Bank not later than the above date.

.....(Signature of the Bank)

SECTION III(F) : CONTRACT FORM

THIS AGREEMENT made the day of ... 2024 Between(Name and Address of Purchaser) hereinafter called “the Purchaser” of the one part and (Name and address of Supplier) of hereinafter called “the Supplier” of the other part :

WHEREAS the Tendering Authority is desirous that certain Goods and ancillary services viz.,(Brief description of Goods and services) and has accepted a e-Bid by the Supplier for the supply of these goods and services in 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. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the E-Bid Form as per Section IV(A) ;
 - (b) the Technical Specifications and approved rates;and
 - (c) the Conditions of Contract;
3. In consideration of the payment to be made by the Tendering Authority to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Tendering Authority to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Tendering Authority hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the value of ordered items on the Contract rates or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

DELIVERY & INSTALLATION SCHEDULE :

All the items shall be delivered and insatll within 6 weeks from the date of issue of the purchase order. The pre dispatch inspection of the items shall be done by the Tendering Authority before delivery at final destination.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws of the day and year first above written.

Signed, Sealed and Delivered by the

said(For the Purchaser)

in the presence of

Signed, Sealed and Delivered by the

said(For the Supplier)

in the presence of

SECTION III(G) : Payment Undertaking

To,

The Managing Director,
U.P. Development Systems Corporation Limited,
2nd Floor, Uptron Building, Near Gomti Barrage,
Gomti Nagar, Lucknow 226010

Tender Ref. No. : **UPDESCO/HW/2024/237**

Dear Sir,

Whereas we, <<Name of the Bidder >>,
having our registered office at <<
.....address of Bidder>>, state
that we shall not claim any payment from U.P. Development Systems Corporation Limited
(Updesco), 2nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow for
Renewal of Licenses for Network Security Application Softwares & Technical support for
Greater Noida Industrial Development Authority, G.B. Nagar.U.P. until Updesco will not
receive payment against this work from office of Greater Noida Industrial Development
Authority, G.B. Nagar.U.P. Updesco shall not be responsible in any way to make our payment if
Updesco not received it from office of Greater Noida Industrial Development Authority, G.B.
Nagar.U.P.

(Signature of the Bidder)

Name :

Designation :

SECTION III(H) : SERVICE SUPPORT UNDERTAKING

To,
The Managing Director,
U.P. Development Systems Corporation Limited,
2nd Floor, Uptron Building, Near Gomti Barrage,
Gomti Nagar, Lucknow 226010
Phone : 522-2307803
E-Mail : mdupdesco.up@gmail.com,

Tender Ref. No. : **UPDESCO/HW/2024/237**

Dear Sir,

WHEREAS we, <<Name of the Bidder>>, having our registered office at <<addrss of Biider>>, State that we have support mechenism in Noida, Uttar Pradesh for <<Items description>> procured under this project.

We hereby take the full responsibility for providing complete onsite technical support for all aspects of Supply of equipments and onsite comprehensive warranty for period metioned in the tender document and support during entire period of project as stated in this tender.

The Details of our Service Support Centers are as follows :

Sl. No	Name & Complete address of service center	Name of Head Person & Contact Number	Phone / Fax No./ Email address	Parts Available for Maintenance (Yes/No)

(Signature of the Bidder)

Name :

Designation :

Duly authorized to sign E-Bid for and on behalf of _____

SECTION III(I) : CAPABILITY STATEMENT (CS)

General Information about the Bidder

1 Name of the Bidder Firm:

2 Address of the Bidder :

3 Detail of Incorporation of bidder's firm

Date :

Ref # :

4 Name & Designation of the Contact :
Person for this Tender

5 Telephone No with STD Code :

a Mobile No. :

b Fax no with STD :

c E-mail of the Contact Person:

6 Website of Bidder's Firm:

7 GST Registration No.

8. Permanet Account No. (PAN) of Bidder firm

9 Financial Details in last three financial years (Rs. In Crores) :

	2020-21	2021-22	2022-23	2023-24	Average Annual Turnover
Turnover (Rs. In Crores)					

10. Bank detail for refund of EMD

Bank and Branch Name:

Account in the Name of :

IFSC Code :

Bank Ac no :

SECTION III(J): PERFORMANCE SECURITY FORM

Bank Guarranty No. :

Issue Date :

To :(Name of Purchaser/Department)

WHEREAS(Name of Supplier)

hereinafter called "the Supplier" has undertaken in pursuance of Contract executed on dated..... 20.....between (Name of Purchaser) and (Name of Supplier) to supply.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized 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(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sums within the limit of(Amount of the Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20.....

Signature and Seal of Guarantors

.....
.....
.....
Date.....20.....
.....
.....

SECTION IV : FINANCIAL BID

- IV (A) E-BID FORM**
- IV (B) PRICE SCHEDULE/ BOQ**

SECTION IV (A) : E-BID FORM

Date :

No. **UPDESCO/HW/2024/237**

TO :

The Managing Director,
U.P.Development Systems Corporation Ltd.,
II Floor, UPTRON BUILDING, Gomati Nager,
Lucknow (U.P.) - 226 010

Sir/Madam,

Having examined the E-Bid documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (*Description of Goods and Services*) in conformity with the said E-Bid documents for the sum as may be ascertained in accordance with the Schedule of rates attached herewith and made part of this bid, and hereby undertake that we accept all the conditions of the contract (section II) of the E-Bid document and will supply the computer systems and other items as per the Technical Specifications (Section III(C)) of the e-Bid documents. We further undertake that we fulfill the qualification requirement (Section III(D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required bid security in the shape of Bank guarantee are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (section III (B)).

If our e-Bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Tendering Authority for a sum equivalent to 3% of the contract price for the due performance of the Contract.

We agree to abide by this e-Bid for the E-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this day of 20.....

(Signature)

(in the capacity of)

Duly authorized to sign E-Bid for and on behalf of

SECTION IV (B) : PRICE SCHEDULE/ BOQ

**Price Schedule / BOQ has to be filled in Excel file available along with e-Tender document on <http://etender.up.nic.in>
Kindly fill and upload the price schedule/ BOQ as per instruction given in ITB.**

Tender No. UPDESCO/HW/2024/237									
SECTION IV (B) : Price Schedule / BOQ									
Name of Bidder Firm :									
Sr No	Required Items with Technical Specifications	Warranty (In Years)	Quantity	Unit Price (Rs.)	GST % on Col <5>	GST Amount (Rs.)	Unit Price with GST (5+7) (Rs.)	Total Price without GST (5x4) (Rs.)	Total Price with GST (8x4) (Rs.)
<1>	<2>	<3>	<4>	<5>	<6>	<7>	<8>	<9>	<10>
Renewal of Licenses for Network Security Application Softwares for Greater Noida Industrial Development Authority, G.B. Nagar.U.P.									
1	Inter Scan Messaging Security Virtual Appliance (IMSPA) Trend Micro Apex One™ endpoint protection ,Trend Micro Scan Mail for Microsoft Exchange for internal mail scanning (24*7) Renewal	1 Year	400			0.00	0.00	0.00	0.00
2	Sophos WAF (Web Application Firewall) Renewal: - XG 310 Enterprises Guard With Enhanced Support. (24*7) Renewal	1 Year	1			0.00	0.00	0.00	0.00
3.1	Force point NGFW 2201 Appliance	36 Month	1			0.00	0.00	0.00	0.00
3.2	8 Port Gigabit Ethernet RJ45 Module	36 Month							
3.3	2200 Series 19in Rack Mounting Kit	12 Month							
3.4	Support-Essential for Force point NGFW 2201 Appliance	12 Month							
3.5	Force point Security Management Center - High Availability	12 Month							
3.6	Support-Essential for Force point Security Management Center - High Availability	12 Month							
3.7	Force point SMC Additional Log Server	12 Month							
3.8	Support-Essential for Force point SMC Additional Log Server	12 Month							

4.1	VERITAS:- Backup Exec Server ED Win 1 Server on premise Standard Perpetual License (Backup Server License) Renewal (01 No) (3 packs of 10 instance to cover all windows requirement) (24*7)	1 Year	1			0.00	0.00	0.00	0.00
4.2	Backup Exec Agent for Win 1 Server On premise Standard Perpetual License (Exchange Server License) Renewal (01 No)24*7								
4.3	Backup Exec Agent for Application and DBS Win 1 Server On premise Standard Perpetual License (Windows Server) Renewal (04 No) (24*7)								
4.4	Backup Exec Agent for Linux 1 Server On premise Standard Perpetual License GOV (Linux Server) Renewal (01 No.)(24*7)								
4.5	System Recovery Server ED Win 1 Server On premise Standard Perpetual License (Recovery for Windows Server) Renewal (09 No)(24*7)								
4.6	Server Backup License (VERITAS Additional License (06 No)(24*7)								
4.7	System Recovery Linux ED LNXI Server On Premise Standard Perpetual License (Linux Server) Renewal	1 Year	12			0.00	0.00	0.00	0.00
5	Technical Support for network security and data base support engineer (2 no.) (Quote Rate On Per Month Basis)								
Total Amount (1 to 5)								0.00	0.00

Note :

- The bidder should quote for all the items given above as per technical specifications Section-III (C) of the e-tender document.
- The bidder should quote prices including onsite comprehensive warranty maintenance as applicable for all the items.
- Financial Evaluation for selection of bidder will be done on the basis of lowest total excluding GST.

Tender No. UPDESCO/HW/2024/237

SECTION IV (B) : Price Schedule / BOQ

Name of Bidder Firm :									
Sr No	Required Items with Technical Specifications	Warranty (In Years)	Quantity	Unit Price (Rs.)	GST % on Col <5>	GST Amount (Rs.)	Unit Price with GST (5+7) (Rs.)	Total Price without GST (5x4) (Rs.)	Total Price with GST (8x4) (Rs.)
<1>	<2>	<3>	<4>	<5>	<6>	<7>	<8>	<9>	<10>
Renewal of Licenses for Network Security Application Softwares for Greater Noida Industrial Development Authority, G.B. Nagar.U.P.									
1	Inter Scan Messaging Security Virtual Appliance (IMSVa) Trend Micro Apex One™ endpoint protection ,Trend Micro Scan Mail for Microsoft Exchange for internal mail scanning (24*7) Renewal	1 Year	400			0.00	0.00	0.00	0.00
2	Sophos WAF (Web Application Firewall) Renewal: - XG 310 Enterprises Guard With Enhanced Support. (24*7) Renewal	1 Year	1			0.00	0.00	0.00	0.00
3.1	Force point NGFW 2201 Appliance	36 Month	1			0.00	0.00	0.00	0.00
3.2	8 Port Gigabit Ethernet RJ45 Module	36 Month							
3.3	2200 Series 19in Rack Mounting Kit	12 Month							
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3.7	Force point SMC Additional Log Server	12 Month							
3.8	Support-Essential for Force point SMC Additional Log Server	12 Month							
4.1	VERITAS:- Backup Exec Server ED Win 1 Server on premise Standard Perpetual License (Backup Server License) Renewal (01 No) (3 packs of 10 instance to cover all windows requirement) (24*7)	1 Year	1			0.00	0.00	0.00	0.00
4.2	Backup Exec Agent for Win 1 Server On premise Standard Perpetual License (Exchange Server License) Renewal (01 No)24*7								
4.3	Backup Exec Agent for Application and DBS Win 1 Server On premise Standard Perpetual License (Windows Server) Renewal (04 No) (24*7)								
4.4	Backup Exec Agent for Linux 1 Server On premise Standard Perpetual License GOV (Linux Server) Renewal (01 No.)(24*7)								

4.5	System Recovery Server ED Win 1 Server On premise Standard Perpetual License (Recovery for Windows Server) Renewal (09 No)(24*7)								
4.6	Server Backup License (VERITAS Additional License (06 No)(24*7)								
4.7	System Recovery Linux ED LNXI Server On Premise Standard Perpetual License (Linux Server) Renewal								
5	Technical Support for network security and data base support engineer (2 no.) (Quote Rate On Per Month Basis)	1 Year	12			0.00	0.00	0.00	0.00
	Total Amount (1 to 5)							0.00	0.00