

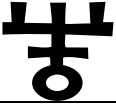
**India Trade Promotion Organisation**

**Tender Document for**  
**Supply and installation of antivirus software for ITPO**

**Tender No. ITPO/SD&CSD/AV/2015**

**Dated 6.4.2015**

**India Trade Promotion Organisation**  
(A Govt. of India Enterprise)  
Gate No. 3, Pragati Bhawan, Pragati Maidan  
New Delhi – 110001



India Trade Promotion Organisation (ITPO)  
(A Government of India Enterprise)  
Pragati Bhawan, Pragati Maidan, New Delhi-110 001

Tender No. ITPO/SD&CSD/AV/2015

Date :- 6.4.2015

**Subject : Supply and installation of antivirus software.**

India Trade Promotion Organisation (ITPO), invites sealed technical and commercial bids from eligible bidders for Supply and installation of antivirus software.

**Important Information-**

Cost of tender document	Rs. 525(Rs. Five Hundred Twenty Five Only,including 5% DVAT) /- through demand draft drawn in favour of <u>ITPO</u> . (To be submitted in Envelope -1 along with tender document)
Earnest money deposit	Rs. 10,000/- through demand/bank draft favoring <u>ITPO</u> . (To be submitted in Envelope -1 along with tender document)
Last date for submission of sealed bids	27 April 2015 (3.00 pm)
Opening of Technical bids	27 April 2015 (3.30 pm)

For downloading/details of tenders, please visit our website: [www.indiatradefair.com](http://www.indiatradefair.com).

**Table of Contents**

<b>S. No.</b>	<b>Particular</b>	<b>Page No.</b>
1	REQUEST FOR PROPOSAL	5
2	DEFINITIONS	5
3	DISCLAIMER	5
4	INTERPRETATION	6
5	DUE DILIGENCE	7
6	COST OF BIDDING	7
7	CLARIFICATION OF BIDDING DOCUMENTS	7
8	AMENDMENT OF TENDER DOCUMENT	7
9	SCOPE OF THE WORK	8
10	DETAILS OF DESKTOPS, LAPTOPS AND SERVERS OF ITPO ON WHICH ANTIVIRUS IS TO BE INSTALLED	11
11	ELIGIBILITY CRITERIA	11
12	PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)	12
13	TENDER EVALUATION COMMITTEE	13
14	UNDERTAKING	13
15	BID PRICES	13
16	PERIOD OF VALIDITY OF BIDS	14
17	MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS	14
18	SPECIAL TERMS & CONDITIONS	15
19	ACCEPTANCE & WITHDRAWALS	16
20	ITPO'S DECISION TO BE FINAL	16
21	AWARD CRITERIA	16
22	PERFORMANCE GURANTEE(PG)	16
23	PAYMENT TERMS	17
24	PERIOD OF THE CONTRACT	17
25	INDEMNITY	17
26	NOTIFICATION OF AWARD	17
27	SIGNING OF AGREEMENT	17
28	EXPENSES FOR THE CONTRACT	18
29	FAILURE TO ABIDE BY THE CONTRACT	18
30	TERMINATION OF CONTRACT	18
31	GOVERNING LAW	18
32	RESOLUTION OF DISPUTE	18

33	SUBMISSSTION OF BIDS	19
34	CONTENTS OF TECHNICAL ENVELOPE-1	19
35	CONTENTS OF COMMERCIAL ENVELOPE-2	19
36	AUTHENTICATION OF BID	19
37	VALIDATION OF INTERLINEATIONS IN BID	19
38	SEALING & MARKING OF BIDS	19
39	RESPONSIBILITY OF BIDDERS	20
40	REJECTION OF BID	20
41	LATE BIDS	20
42	OPENING OF TECHNICAL BIDS	20
43	ANNOUNCEMENT OF BIDS	20
44	BIDS NOT CONSIDERED FOR EVALUATION	20
45	OPENING OF COMMERCIAL BIDS	21
46	CLARIFICATION OF BIDS	21
47	COMPLETENESS OF BIDS	21
48	RECTIFICATION OF ERRORS	21
49	REJECTION OF BIDS	21
50	SERVICE LEVEL AGREEMENT	21
51	SCHEDULE & IMPORTANT INFORMATION	22
52	TECHNICAL BID PERFORMA	23
53	COMMERCIAL BID PERFORMA	25
54	DETAILS OF DESKTOPS, LAPTOPS AND SERVERS OF ITPO ON WHICH ANTIVIRUS IS TO BE INSTALLED (ANNEX – 1)	27
55	CHECK LIST (ANNEX – 2)	30
56	FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS (ANNEX - 3)	31
57	FORMAT FOR POWER OF ATTORNEY FOR THE PROPOSAL SIGNATORY (ANNEX - 4)	32
58	FORMAT OF NON BLACKLISTING (ANNEX – 5)	33
59	SERVICE LEVEL AGREEMENT (ANNEX – 6)	34
60	FORMAT FOR CA'S CERTIFICATE (ANNEX – 7)	36
61	PROFORMA FOR BANK GUARANTEE PG (ANNEX - 8)	37
62	FORMAT FOR ACCEPTANCE OF THE LETTER OF ACCEPTANCE (ANNEX – 9)	39
63	FORMAT FOR CONTRACT AGREEMENT (ANNEX – 10)	40

## 1. REQUEST FOR PROPOSAL

### 1.1 Objective

This RFP (Request for proposal) is issued as a request for supply and installation of antivirus software at ITPO.

### 1.2 The Client - ITPO

India Trade Promotion Organisation (ITPO), a premier trade promotion organization, manages India's premier trade fair complex, Pragati Maidan in New Delhi. ITPO intends to select a company for supply and installation of antivirus software at ITPO. For this purpose ITPO invites sealed Technical and Commercial bids from eligible bidders.

## 2. DEFINITIONS

**“Applicable Law”** - means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

**“Bid Document”** - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

**“Contract”** - shall mean the agreement to be entered into between ITPO and the successful Bidder.

**“ITPO”** - ITPO means India Trade Promotion Organization.

## 3. DISCLAIMER

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a bidder for **Supply and installation of antivirus software**. The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the

purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a Bidder and ITPO reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

#### **4. INTERPRETATION:**

In this Tender Document, unless the context otherwise requires,

- 4.1 For the purpose of this Tender Document, where the context so admits,
  - (i) The singular shall be deemed to include the plural and vice versa and
  - (ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.
- 4.2 References to a “person” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- 4.3 References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- 4.4 Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment

or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

4.5 The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

## **5. DUE DILIGENCE**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder’s risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

## **6. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **7. CLARIFICATION OF BIDDING DOCUMENTS**

ITPO shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing through email: [ravipareek@itpo.gov.in](mailto:ravipareek@itpo.gov.in) within 8 days of issue of the tender. Such response / clarification shall to the extent possible be made in writing. All such clarification will be posted on website. ITPO shall not be responsible for any delay including but not limited to any postal delays.

## **8. AMENDMENT OF TENDER DOCUMENT**

At any time before the deadline for submission of bids, ITPO may, for any reason, whether at its own initiative or in response to a clarification requested

by a prospective Bidder, modify the Tender Document by amending, modifying and / or supplementing the same. All changes shall be posted on website [www.indiatradefair.com](http://www.indiatradefair.com) and prospective Bidders are required to go through the same before submission of bid. All such amendments shall be binding on them without any further act or deed on ITPO's part. In the event of any amendment, ITPO reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

## **9. SCOPE OF THE WORK:**

**9.1 Supply and installation:** the selected bidder would be responsible for supply and installation of the antivirus at ITPO's premises as per quantity and specification prescribed.

### **9.2 Features and Technical requirements :-**

- ✓ The antivirus solution should provide enhanced antivirus and internet protection for desktops, laptops & servers.
- ✓ Should be able to prevent, detect and remove malware (of all descriptions), such as: computer viruses, adware, backdoors, malicious BHOs, dialers, fraudtools, hijackers, keyloggers, malicious LSPs, rootkits, spyware, trojan horses and worms. Computer security, including protection from social engineering techniques.
- ✓ Should be Enterprise edition.
- ✓ Should have a Centralized Management Console.
- ✓ Should have a Common Distribution Mechanism via combination of push & pull Technology.
- ✓ Should support Multiple operating systems such as Windows XP, Vista, Windows7 Professional(64-bit), Windows7 starter, MAC etc. and any new additions in future.
- ✓ Should support Policy Enforcement.
- ✓ Should have Common, Extensible Scanning Engine.
- ✓ Should have Configurable Scanning. Should have the ability to control the amount of CPU resources dedicated to a scan process for computers with low RAM capacity.
- ✓ Should perform updates automatically and run in the background without slowing down the system. The updates shouldn't be causing problems or loss of program files. If file damage occurs the software should repair itself with the newest working update.
- ✓ Should have 24x7 Global Technical Support
- ✓ Should be able to detect new classes of viruses by normal virus definition update mechanisms.



- ✓ It should recognize a missed event on a machine, which was switched off, and restart the same when machine is turned on.
- ✓ User should be prevented from being able to uninstall the anti-virus software.
- ✓ Should be able to view all servers and clients from one console.
- ✓ Should be able to perform manual or scheduled virus scans on individual computers.
- ✓ Alerts on virus activity should be passed on to administrator.
- ✓ Able to make DVD/CD writers, USB mass storage devices read only to prevent data leakage.
- ✓ OS INSTALLER SUPPORT - Should be incorporated for a standards-based installation. Should support installation of drivers of various software package in both format OS Installer & EXE file.
- ✓ Should enable administrators to launch an immediate Live Update session on single or multiple clients during an outbreak.
- ✓ Should scan the body text and attachments of incoming e-mail messages that are delivered through POP3 / IMAP mail clients
- ✓ Should scan in-memory processes on disk for threats. If a threat is detected, the running process can be terminated, same way auto play should be initiated when using external device such a CD/USB pen drive etc.
- ✓ Should be able to strike a balance between false positives and false negatives."False positive" is when antivirus software identifies a non-malicious file as a virus.
- ✓ Should provide online scanning as an alternate option. One of the first things that malicious software does in an attack is disable any existing antivirus software and sometimes the only way to know of an attack is by turning to an online resource that is not installed on the infected computer.
- ✓ There should be a feature called Autopilot to make security-related decisions without prompting user for responses.

**9.3 Upgrade and updates:** the antivirus software solution should be quoted with two years upgrade & updates subscription.

**9.4 Testing:** the successful bidder would give demonstration of the antivirus software installed at prescribed locations.

**9.5 License:** The antivirus software should be Licensed to ITPO for two years, with an enterprise edition.

**9.6 Training:** An in-house training of minimum 6 hrs. to officials of ITPO and FMS team for day to day operation and maintenance of the antivirus is to be given by the selected bidder.

**9.7** The selected bidder would repair/remove all the existing malware from the systems before installing antivirus.

**9.8 Antivirus Management Services:** The company will arrange a visit of Technical professional every month, who would do random check of the PC's, Server's and will give a report of inspection regarding satisfactory working of antivirus.

**9.9 Installation Period:** The entire installation to be completed within 30 days from the issue of Letter of Acceptance/ Purchase Order.

**10 DETAILS OF DESKTOPS, LAPTOPS AND SERVERS OF ITPO ON WHICH ANTIVIRUS IS TO BE INSTALLED.**

Please refer ANNEX – 1.

**11. ELIGIBILITY CRITERIA**

- 11.1. The Bidder should be either a company or a firm. Relevant papers/copies of original documents, alongwith PAN may be provided as a supporting document.
- 11.2. The bidder should have a registered number of VAT/TIN/Service Tax. Please provide certified copy as supporting document (any one).
- 11.3. The bidder should have a minimum annual average financial turnover of Rs.50,00,000/- (Rs. Fifty Lakh Only) during last three financial years. Audited copy of balance sheet for last three financial years i.e. 2011-12 to 2013-14 are to be provided as supporting document along with the Certificate by Chartered Accountant as per Annex 7.
- 11.4. The bidder must have provided Antivirus software to any Government/Semi-Government/PSU. (Minimum 2 work orders in last 5 years i.e. from April 1, 2010 onwards, please submit installation completion report/certificate duly signed and stamped by the concerned authority form Government/Semi-Government/PSU as supporting documents).
- 11.5. The bidder should either be an Original Equipment Manufacturer(OEM) or should be authorized/certified directly by the OEM to sell the antivirus software (provide supporting document or authorization letter in original).
- 11.6. The bidder should submit the signed copy of the Tender documents along with all the amendments/addendum issued. This tender document shall become (treated as) agreement between ITPO and successful bidder after the award of job.
- 11.7. The company must deposit Earnest Money Deposit (EMD) of Rs. 10,000/- (Rs. Ten Thousand Only) in the form of bank/demand draft drawn in favour of "India Trade Promotion Organisation", payable at New Delhi. (To be submitted in original).
- 11.8. The company must deposit Cost of tender document in the form of demand draft for Rs. 525/- (Rs. Five Hundred Twenty Five Only,

including 5% DVAT) drawn, in favour of "India Trade Promotion Organisation", payable at New Delhi. (To be submitted in original).

## **12 PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)**

12.1 Bidders are required to submit non refundable Rs.525/-(Rs. Five Hundred Twenty Five Only, including 5% DVAT) towards Cost of tender document/processing fee in the form of DD drawn in favour of "India Trade Promotion Organization." payable at Delhi & Rs. 10,000/- (Ten Thousand) as EMD for the bids in form of Demand/Bank Draft/Pay Order drawn in favour of '**India Trade Promotion Organization**' payable at Delhi.

12.2 The processing fee is non refundable.

12.3 Processing Fee and EMD should be part of Envelope -1.

12.4 The EMD is non-interest bearing.

12.5 The successful Bidders' EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guaranty. EMD of unsuccessful bidders shall be refunded within one month of finalization of Tender.

12.6 The EMD will be forfeited:

- If a bidder withdraws his bid during the period of validity.
- Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

## **13 TENDER EVALUATION COMMITTEE**

ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.

13.1 The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.

13.2 Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the

Bid.

#### **14. UNDERTAKING**

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required since no deviation will be acceptable to ITPO.

#### **15. BID PRICES**

15.1 The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.

15.2 The bidder shall make payment of all dues, taxes & other statutory dues, not specifically mentioned in this document but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. In case the bidder does not make timely payment and any liability arises against ITPO, it may be recovered by ITPO from the payments due to the bidder.

15.3 All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

#### **16. PERIOD OF VALIDITY OF BIDS**

##### **16.1 Validity period**

Bids shall remain valid for 180 (One hundred eighty) days after the last date of bid submission prescribed by ITPO, ITPO holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.

##### **16.2 Extension of Period of Validity**

In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting extension of validity will not be permitted to modify his technical or commercial

bid.

**16.3 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions.

**16.4 Amendment of RFP**

At any time prior to the deadline for submission of Proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website .

**17. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS**

- 17.1 The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the ITPO prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 17.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 17.3 Any alteration / modification in the proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**18 SPECIAL TERMS & CONDITIONS**

- 18.1 ITPO shall reserve the right to verify the operation and performance of Project by the Bidder and the Bidder shall permit ITPO to do so. The ITPO will evaluate the information submitted by the Bidder with regard to Bidder's capacity. The Bidder cannot subcontract the work at any stage without prior written approval from the ITPO.
- 18.2 Response time: the response time of bidder to attend any complaint upon on receipt of the complaint/ information from the user should not be more than twenty four hours.
- 18.3 The job would be assigned to a single party which is the overall lowest bidding company found technically fit for the job.

- 18.4 The tenders with the technical bid not containing Tender fee and EMD amount in the prescribed format and in original will be summarily rejected.
- 18.5 Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- 18.6 The bidder can not make any amendment in the Technical Bid / Commercial Bid, neither he can impose any conditions. All such bids will be rejected at the discretion of ITPO.
- 18.7 The bid evaluation would be upon the price which is exclusive of service tax. Service Tax, as applicable from time to time, shall be paid extra. The bidder shall submit documentary evidence of depositing the service tax to authority.

## **19 ACCEPTANCE & WITHDRAWALS**

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected Bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

## **20 ITPO'S DECISION TO BE FINAL**

The tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. ITPO reserves the right to not to accept or reject any or all the tenders without assigning any reason.

Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

## **21 AWARD CRITERIA**

21.1 Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. ITPO may, at its discretion, waive any minor nonconformity or any minor irregularity in an offer. This shall be binding on all Bidders and ITPO reserves the right for such waivers.

21.2 The quote received will be first evaluated for completeness and responsiveness. Only those bids which are found to be responsive, will be considered for Technical evaluation, those bids which are Technically qualified will be considered for Financial bid opening. Non responsive/Non complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

## **22 PERFORMANCE GUARANTEE (PG)**

Performance Guarantee amounting to 10% of the total bid value will be deposited by the successful bidder by way of demand draft favoring "India Trade Promotion Organisation", payable at New Delhi within 20 days from the date of 'Letter of Acceptance/Award Letter' issued by ITPO. PG shall be refunded/released after 6 months of the successful completion of contractual period of the services.

## **23 PAYMENT TERMS**

23.1 The 80% payment shall be released after successful installation of Antivirus as per clause no. 9 and 10 of the tender document and submission of Performance Guarantee. Remaining 20% payment shall be released after 6 months from the date of 80% payment as mentioned above.

23.2 ITPO will process the payment on receipt of the bills and as per procedure and terms & conditions in vogue.

## **24 PERIOD OF THE CONTRACT**

The period of contract is for two years which is extendable for subsequent years upon satisfactory services and at the sole discretion of ITPO.

## **25 INDEMNITY**

The successful bidder shall, subject to the provisions of the Agreement, indemnify ITPO for an amount not exceeding 1 (one) time the value of the

Agreement for any direct loss or damage that is caused due to any deficiency in services.

**26 NOTIFICATION OF AWARD**

The Bidder whose Bid has been accepted shall be notified of the award by the ITPO prior to the expiration of the period of validity of the proposal, by registered letter or by fax. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance (as per Annex - 9) to enter into the Contract within 3 days from the receipt of the Letter of Acceptance.

**27 SIGNING OF AGREEMENT**

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and ITPO shall promptly and in no event later than 7 days from the date of acknowledgement of the Letter of Acceptance, sign the Contract as per format at Annex - 10. ITPO shall have the right and authority to negotiate certain terms with the successful bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

**28 EXPENSES FOR THE CONTRACT**

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the ITPO.

**29 FAILURE TO ABIDE BY THE CONTRACT**

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of ITPO.

**30 TERMINATION OF CONTRACT**

Termination for Default, ITPO may, without prejudice, to any other remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason if -

- The qualified Bidder fails to perform any other obligation(s) under the Contract.
- If the Bidder is in material breach of the representations and warranties contained in this Contract.



### **31 GOVERNING LAW**

The laws of Republic of India shall govern the Tender Document and the Contract.

### **32 RESOLUTION OF DISPUTES**

The dispute resolution mechanism shall be as follows:

- 32.1 In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- 32.2 If such dispute arises then either party may forthwith give to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.
- 32.3 The CMD of ITPO will appoint the designated officer as an arbitrator which will be mutually agreed between the parties.
- 32.4 The decision of the arbitrator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.
- 32.5 All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

### **33 SUBMISSION OF BIDS**

Bid should be submitted in two envelopes - envelop 1 (Technical envelope) and envelope 2 (Commercial envelope). envelope 1 and 2 should be inserted in third envelope.

### **34 CONTENTS OF TECHNICAL ENVELOPE 1 (TECHNICAL BID INCLUDING ELIGIBILITY)**

- 34.1 Bid Application on the letter head – (Annex – 1).
- 34.2 Checklist of Submissions.(Annex - 2)
- 34.3 Letter of Undertaking regarding acceptance of terms and conditions.(Annex 3)
- 34.4 Power of Attorney for the Proposal Signatory.(Annex 4)
- 34.5 Document in support of Eligibility criteria 11.1 to 11.6.
- 34.6 Processing Fee/ Cost of tender document of Rs.525/- (Rs. Five Hundred Twenty Five only) (DD in the name of “India Trade Promotion Organization” payable at Delhi).
- 34.7 EMD of Rs.10,000/- (Rs.Ten Thousand only) drawn in the name of “India Trade Promotion Organization” payable at Delhi.

**35 CONTENTS OF THE COMMERCIAL ENVELOPE II (COMMERCIAL BID)**

Price bid as per format.

**36 AUTHENTICATION OF BID**

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

**37 VALIDATION OF INTERLINEATIONS IN BID**

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

**38 SEALING AND MARKING OF BIDS**

Enclosing of Bid - The copies of the Technical Bid shall be placed in lacquer sealed envelope 1 clearly marking it "**Technical Bid**". The Commercial Bid shall be placed in separate sealed envelope 2 clearly marking it as "**Commercial Bid Do not open with Technical Bid**". The two envelopes shall then be placed in third envelope, which shall also be appropriately sealed and marked as "**Bid for supply and installation of antivirus software at ITPO in response to tender no. ITPO/SD&CSD/AV/2015**".

In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

**39 RESPONSIBILITY OF BIDDER**

If the outer envelope is not sealed and marked as required, ITPO will assume no responsibility for the Bid's misplacement or premature opening.

**40 REJECTION OF BID**

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

**41 LATE BIDS**

Any bid received by ITPO after the deadline for submission of bids prescribed

by ITPO, will be summarily rejected and returned unopened to the Bidder. ITPO shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

**42 OPENING OF TECHNICAL BIDS**

ITPO will open all Technical Bids as per date and time scheduled in clause no.53 of this tender document. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening/presentation being declared a holiday for ITPO the Bids shall be opened at the appointed time and location on the next working day.

**43 ANNOUNCEMENT OF BIDS**

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

**44 BIDS NOT CONSIDERED FOR EVALUATION**

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances and shall be returned to the bidder after completion of the tender process.

**45 OPENING OF COMMERCIAL BIDS**

Commercial Bids will be opened and compared after the technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Commercial Bid opening. The ITPO will prepare minutes of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

**46 CLARIFICATION OF BIDS**

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

**47 COMPLETENESS OF BIDS**

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical

Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

**48 RECTIFICATION OF ERRORS**

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

**49 REJECTION OF BID**

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder.

**50 SERVICE LEVEL AGREEMENT** – All the payments / release of Performance/Bank Guarantee would be subject to the SLA prescribed. Please refer to ANNEX – 6.

**51** Bids may be submitted to:-

Manager (System Development & Compliance Services Division)  
India Trade Promotion Organisation  
Gate No.-3, Pragati Bhawan,  
Pragati Maidan,  
New Delhi – 110001  
Email : [ravipareek@itpo.gov.in](mailto:ravipareek@itpo.gov.in)

System Development & Compliance Services Division

**India Trade Promotion Organisation**

(A Govt. of India Enterprise)  
Gate No. 3, Pragati Bhawan, Pragati Maidan  
New Delhi – 110001

Tender No. ITPO/SD&CSD/AV/2015

Dated

**Sub : Supply and installation of antivirus software**

**TECHNICAL BID**

**Company Details**

Name of the Company: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Contact Executive  
(Name & designation) \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

**1. Registration Number of the company** \_\_\_\_\_

**2. VAT No.** \_\_\_\_\_ **Service Tax No.** \_\_\_\_\_

PAN No. \_\_\_\_\_ TIN No. \_\_\_\_\_

**3. Details of EMD:**

DD No. \_\_\_\_\_ Date \_\_\_\_\_

Name of the bank \_\_\_\_\_ Amount \_\_\_\_\_

**4. Details of Cost of Tender Document**

DD No. \_\_\_\_\_ Date \_\_\_\_\_

Name of the bank \_\_\_\_\_ Amount \_\_\_\_\_

**5. Detail of work Experience during last 5 years-**

S. No.	Name of the Govt organization with address to whom the antivirus supplied	Name of the Product supplied	Duration with dates
1			
2			

Note: Attach proof of each as per RFP.

**6. Details of Annual turnover during last three years (in Lakhs):**

S. No.	Financial Year	Turnover(Rs. lakhs)
1	2011-12	
2	2012-13	
3	2013-14	
	Average Annual Turnover	

**Date:** \_\_\_\_\_

**Seal of the company:**

**(Authorized Signature)**

**Name:**

**Designation:**

\*\*\*\*\*

**India Trade Promotion Organisation**  
(A Govt. of India Enterprise)  
Gate No. 3, Pragati Bhawan, Pragati Maidan  
New Delhi – 110001

**Tender No.ITPO/SD&CSD/AV/2015**

**Dated**

**Sub : Supply and installation of antivirus software**

**COMMERCIAL BID**

Name of the bidder: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Contact Executive \_\_\_\_\_

(Name & designation)

Tel: \_\_\_\_\_ Mobile no. \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website \_\_\_\_\_

<b>S. No.</b>	<b>Description</b>	<b>Amount in Rs. (Excluding Service Tax) for two years</b>
1	<b>Supply and installation of antivirus software including all updates for 2 years with 400 user licenses.</b>	
Amount in words		

Note :- The bid evaluation would be upon the price which is exclusive of service tax. Service Tax, as applicable from time to time shall be paid extra. The bidder shall submit documentary evidence of depositing the service tax to authority.

**Date:** \_\_\_\_\_

**Seal of the company:**

(Authorized Signature)

**Name:**

**Designation:**



**ANNEX – 1**

**DETAILS OF DESKTOPS, LAPTOPS AND SERVERS OF ITPO ON WHICH ANTIVIRUS IS TO BE INSTALLED**

S.No	Items	Model	Specifications	Qty
1.	<b>Servers</b>			
		DELL Power Edge 2600	CPU : XEON 1.8 Ghz, 1 GB DDR RAM, Intel E7500 Chipset, 2X36 + 1X72 GB 10K Hot Pluggable HDD, 1.44 MB FDD, 8X DVD, 15" Color Monitor with 104 Keys Key Boards and Mouse Ports 2 Serial, 1 Parallel and 1USB on board 8 MB Video Card, 40GB DAT drive, Redundant Power Supply.	1 No
		DELL Power Edge 2600	CPU : XEON 1.8 Ghz, 4.5 GB DDR RAM, Intel E7500 Chipset, 2X36 + 1X72 GB 10K Hot Plug HDD, 1.44 MB FDD, 8X DVD, 15" Color Monitor with 104 Keys Key Boards and Mouse Ports 2 Serial, 1 Parallel and 1 USB on board 8 MB Video Card, Redundant Power Supply,	3 Nos
		Axis E100 CD-ROM Server	AXIS SCSI CD/DVD Mirror with I Pioneer SCSI DVD ROM Drive RISC Based Processor, 128 MB SD RAM, 10/100 MBPS Ethernet Card Inbuilt, 2X18.4GB SCSI <u>Hard Disk Drive</u>	1 Unit

		Dell Inc. PowerEdge T710	2.00 gigahertz Intel Xeon (2 installed), 32 kilobyte primary memory cache, 2048 kilobyte secondary memory cache, 8192 kilobyte tertiary memory cache, 64-bit ready, Multi-core (8 total), Not hyper-threaded, Drives - 999.11 Gigabytes Usable Hard Drive Capacity 640.04 Gigabytes Hard Drive Free Space, TSSTcorp DVD+-RW TS-H653G [Optical drive], IBM ULTRIUM-HH3 TAPE DRIVE, Memory - 4096 Megabytes Usable.	1 Unit
		HP ProLiant BL460c Gen8 Blade Server with Rack	2.40 gigahertz Intel Xeon E5-2665 0 (16 CPUs) Hdd 300*4 RAM 16 GB DDR 3	1 Unit (under warranty till 17 Jan 2017)
2.	<b>Desktop and work stations</b>			
		HP Workstation XW 8000	Dual Intel Xeon CPU @ 3.2 GHZ, 800/533 MHZ FSB, Intel E7505 Chipset, 1 MB Cache, 512 256X2 MB RAM, 2X73 GB SCSI HDD, CD ROM/DVD ROM Combo, 22" colour flat screen monitor, 104 keys keyboard & mouse, 10-100 MBPS Ethernet card, 2 serial, 1 parallel and 4	1 Unit

			USB, AGP graphics card with 64 MB vram, Manageability WFM VER 2.0 or higher DMI 2.0 compliant, Windows XP Pro. And MS Office XP Pro.	
		HP D-290 PCs	Intel P-4 @ 3.20 GHz, 512 MB RAM, 80 GB HDD, CD ROM, keyboard, mouse, 14" VGA colour monitor, Ethernet card.	5 Units
		HP Desktop DX 7380	Intel Core 2 Duo E 4400, 2.0 Ghz 800 MHz, 2 MB L2 Cache, 512 MB, 160 GB, Combo drive, Gigabit Lan (10/100/1000), Keyboard, Optical Mouse, 17" Colour Monitor, Windows XP Professional	65 Nos
		Compaq EVO D381 PCs	Intel P-4, Intel CPU @ 1.6 GHz, 512 MB SDRAM (Expendable to 1 GB) Intel 845G chipset, 40 GB HDD 1.44 MB FDD 52XCD-ROM, 10/100 MBPS Ethernet card, 1 Serial + 1 Parallel + 2 USB Ports, HP PS/2 Keyboard, HP PS/2 Mouse, MS Windows 98 Second Edition, MS Office XP 2003.	10 Unit
		Compaq D330	Intel P-IV @ 1.8 GHz, 512 MB SDRAM, 256 KB Cache, Intel 845G chipset, 40 GB HDD, 1.44 MB FDD, 52X CD ROM drive, 10/100 mbps Ethernet	15 Unit

**Tender No. ITPO/SD&CSD/AV/2015**

			card with wake up on LAN, 15" SGVA colour monitor, EMI compliant, integrated AGP, 1 serial 1 parallel and 2 USB ports, 104 keys keyboard, mouse with Window98 SE and MS Office XP Pro	
		Dell Optiplex 380	Intel P IV, 2.8 GHz core 2 duo, 2MB L2 Cache, Intel G31 chipset, 160 GB SATA HDD, DVD Combo, 4 GB RAM, 17" wide screen TFT.	56 Units
		Dell Optiplex 360	Intel P IV, 2.2 GHz core 2 duo, 2MB L2 Cache, Intel G31 chipset, 160 GB SATA HDD, DVD RW, 4 GB RAM, 17" <u>wide screen TFT.</u>	14 Units
		Dell Optiplex 330	Intel P IV, 2.2 GHz core 2 duo, 2MB L2 Cache, Intel 945G chipset, 160 GB SATA HDD, DVD Combo, 4 GB RAM, 17" wide screen CRT.	100 Unit
		Apple	Apple iMac Desktop Core 2 Duo, 3.06 Ghz with Apple wireless keyboard and Mighty Mouse, 4 GB RAM, Snow Leopard 10.6 or higher and Windows 7.	3 Units
		DELL-T5400	Intel P-IV, 955X	2 Units

**Tender No. ITPO/SD&CSD/AV/2015**

			express chipset, 8GB RAM, 500 GB HDD	
		HP Pro 3330 Micro Tower	Intel i-3, 4GB RAM, 500 HDD, Win – 8, DVD Rom	25 Units (under warranty till April 2017)
		Lenovo TC M73	Intel i-3, 4GB RAM, 500 HDD, Win – 8, DVD Rom	30 Units (under warranty till 1 Nov. 2017)
		HP XW 4400		3 Units
		FUJITSU CELSIUS M720 with 30" LCD	Intel 2.8 GHz, RAM 32GB, 1TB HDD, intel xeon, Windows 7 professional	14 Units
<b>3.</b>	<b>Laptops</b>			
		Dell Vostro 1510	Core 2 Duo, 2.2 Ghz, 2 GB RAM, 250 GB HDD	4 Unit
		Dell Vostro 1520	Core 2 Duo, 1.83 Ghz, 2 GB RAM, 250 GB HDD	7 Unit
		Dell Vostro 1710		1 Unit
		Sony Vaio		1 Nos
		HP P440	i7, 500GB HDD, RAM 4GB, Windows 8.1 pro	10 Unit (under warranty till 6 July 2017)

**Checklist**

<b>S. No.</b>	<b>Item</b>	<b>Y/N</b>	<b>Reference Page No.</b>
1.	Bid Application on Letter Head (Annex – 3)		
2.	Duly Filled in Technical Bid		
3.	Signed copy of Tender Document		
4.	Document in support of eligibility criteria 11.1		
5.	Document in support of eligibility criteria 11.2		
6.	Document in support of eligibility criteria 11.3		
7.	Document in support of eligibility criteria 11.4		
8.	Document in support of eligibility criteria 11.5		
9.	Document in support of eligibility criteria 11.6		
10.	DD of Rs.10,000/- against EMD		
11.	DD of Rs.525/- against cost of Tender Document.		
12.	Power of Attorney for the proposal Signatory (Annex – 4)		
13.	Duly filled in Commercial Bid		

Please provide page numbers to all the pages of the bid.

**ANNEX- 3**

To,  
The Manager,  
System Development & Compliance Services,  
India Trade Promotion Organisation,  
Pragati Bhawan, Gate No.-3,  
Pragati Maidan,  
New Delhi-110001.

Dated -

Ref: **Tender No ITPO/SD&CSD/AV/2015**

Sub: **Submission of bid for supply and installation of antivirus software**

Dear Sir,

With reference to Tender No\_ITPO/SD&CSD/AV/2015 dated.....we hereby submit our bid in the prescribed format as desired by ITPO. We, hereby, also accept the terms & conditions prescribed in the bid document.

Thanking You,

Your's faithfully,

( )  
Authorised Signatory

Name \_\_\_\_\_

Designation\_\_\_\_\_

Contact No\_\_\_\_\_

**ANNEX- 4**

To,  
The Manager,  
System Development & Compliance Services  
India Trade Promotion Organisation  
Pragati Bhawan, Gate No.-3  
Pragati Maidan,  
New Delhi-110001

Dated -

Ref: **Tender No ITPO/SD&CSD/AV/2015**

Sub: **Submission of bid for supply and installation of antivirus software (Power of Attorney for the proposal Signatory)**.

Dear Sir,

With reference to Tender No. ITPO/SD&CD/AV/2012 dated....., we, hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Name of Person\_\_\_\_\_

Designation\_\_\_\_\_

Contact No. (Mobile)\_\_\_\_\_

Thanking You,

Yours faithfully,

( \_\_\_\_\_ )  
Name \_\_\_\_\_

Designation\_\_\_\_\_

Contact No \_\_\_\_\_



To,  
The Manager,  
System Development & Compliance Services,  
India Trade Promotion Organisation,  
Pragati Bhawan, Gate No.-3,  
Pragati Maidan,  
New Delhi-110001.

Dated -

Ref: Tender No ITPO/SD&CSD/AV/2015

Sub: Submission of bid for supply and installation of antivirus software (Submission Undertaking of not being blacklisted).

Dear Sir,

In response to the Tender Ref. No., as above dated \_\_\_\_\_ for **supply and installation of antivirus software** We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our EMD and/or security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking You,

Your's faithfully,

( \_\_\_\_\_ )  
Authorised Signatory

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Contact No \_\_\_\_\_

**Service Level Agreement and penalties**

The company shall be responsible to provide the service as per the SLA. Any brake down in service or non-attending the fault will attract penalty apart from deduction of the payment on the prorated basis.

The Service Level Agreement and penalty structure would be as follows: -

S. No.	Service	Parameter	Service Level	Validation	Penalty
1	Non Submission of performance guarantee	Clause no. 22	100%		Rs. 500/- per day.
2	Antivirus Management Service	(1) Rollout of latest anti-virus definition file on desktop, laptop, workstations and Servers on being made available on Supplier's Website.  And / or  (2) Clause no. 9.8	100%	Reports generated from Anti Virus software console	1% of monthly Charges
3	Upgrade and update	Clause no. 9.2	100%	OEM's website	1% of monthly Charges
4	Response Time	Clause no. 18.2	100%		Rs. 100/- per day.

**Duration of SLA**

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised by ITPO, if required.

**Breach of SLA**

In case the Company does not meet the SLA, for three (3) continuous time-periods as specified in the relevant clause, ITPO may treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

1. Issuance of a show cause notice to the Company.
2. Company should reply to the notice within three working days.
3. If ITPO authorities are not satisfied with the reply, ITPO will initiate termination process.

To,  
The Manager,  
System Development & Compliance Services,  
India Trade Promotion Organisation,  
Pragati Bhawan, Gate No.-3,  
Pragati Maidan,  
New Delhi-110001.

Dated -

Ref: **Tender No ITPO/SD&CSD/AV/2015**

Sub: **Submission of bid for supply and installation of antivirus software (CA's certificate in response of clause 11.3).**

Dear Sir,

In response to the Tender Ref. No., as above dated \_\_\_\_\_ for supply and installation of antivirus software we hereby declare that the details of Annual turnover during last three years (in Lakhs) as follows :

S. No.	Financial Year	Turnover (Rs. lakhs)
1	2011-12	
2	2012-13	
3	2013-14	
	Average Annual Turnover	

Thanking You,

Your's faithfully,

( \_\_\_\_\_ )  
Authorised Signatory

Name of the Chartered Accountant \_\_\_\_\_

Registration No. with Seal \_\_\_\_\_

Contact No \_\_\_\_\_

To,  
The Manager,  
System Development & Compliance Services,  
India Trade Promotion Organisation,  
Pragati Bhawan, Gate No.-3,  
Pragati Maidan,  
New Delhi-110001.

Dated -

Ref: Tender No ITPO/SD&CSD/AV/2015

Sub: Submission of bid for supply and installation of antivirus software (Letter of acceptance).

Dear Sir,

In response to the Tender Ref. No. as above dated \_\_\_\_\_ for **supply and installation of antivirus software to ITPO** and your letter of acceptance dated ..... we hereby confirm to accept the offer and award of job by ITPO and agree to the following –

1. Enter in to the contract up on stamp paper of Rs. 100, with in stipulated time as per clause no. .... of the tender document.
2. Supply and installation as per the clause no. 9 and 10 of the tender document.
3. Submission of Performance Bank Guarantee as per clause no. of the tender document.

Thanking You,

Your's faithfully,

( \_\_\_\_\_ )  
Authorised Signatory

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Contact No \_\_\_\_\_

**DRAFT OF AGREEMENT**

This agreement is made this day.....between The India Trade Promotion Organisation, a company incorporated under the companies Act,1956 and with its registered office at Pragati Maidan, New Delhi-110001, which expression shall include its successor & assignees and represented by its Chairman & Managing Director, ITPO as the first party (herein called the authority) and.....repr esented by its sole proprietor/partners, Managing Director(s), successor(s) heir(s) which expression shall include his / its executors, representatives and/or assignees of second party(hereinafter called the contractor).

WHEREAS the authority has, under notification No. ITPO/SD&CSD/AV/2015 dated 6.4.2015 invited sealed bids from companies for Supply and installation of antivirus software for ITPO.

WHEREAS the contractor has submitted the tender for carrying out the work as per the tender document page no. 1 to 38, and has represented that in conformity with his /its obligation contained in the tender, it shall carry out the same truly , faithfully and honestly.

The same has been accepted by both the parties on the terms and conditions contained in the tender as well as letter of award issued by the authority and acceptance letter duly signed and sealed by the contractor which are annexed and form part & parcel of this agreement.

The same shall be binding on both the parties.

IN WITNESS WHEREOF, the parties have signed the deed of agreement on the date, month and year refer to above.

For and on behalf of [ Tenderer]

Witness:-

1.

For and on behalf of India Trade Promotion Oraganisation,

Witness:-

1.