



No. AUD/17-23/2014-15/UTM Purchase / 18568-72

27 February 2015

To,

Sub.: "Tender/ Quotation for Renewal of Subscription Period of Cyberoam UTM Device for three years"

Ambedkar University Delhi intends to renew the total value subscription period of Cyberoam UTM Device for a further period of three years from the end of existing subscription period. There are 02 Nos. of CYBEROAM 500ia UTM currently installed at Ambedkar University Delhi, Kashmere Gate. Only OEM Authorized bidders are requested to submit their bids in sealed envelope as per the format attached at Annexure-1 & 2.

The quotation is required to be submitted in a sealed cover to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi- 110 006 on or before 09-03-2015 duly superscribing the work i.e. **"Tender/ Quotation for Renewal of Subscription Period of Cyberoam UTM Device for 03 years"** on top of the cover.

Last Date of submission of tender / quotation: - 09-03-2015 at 04.00 PM

Date of Opening of tender / quotation: - 09-03-2015 at 04.30 PM

Tender format can be downloaded from our website 'www.aud.ac.in'. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Tenderers should read the tender document carefully as enclosed and comply strictly while sending their tenders.

Deputy Registrar (Admin)**Copy to:-**

- 1- Director(IT Services), Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi
- 3- Registrar, Ambedkar University Delhi

Terms & Conditions

1. A letter of **authorized partner (MAF) from the OEM** specific to the tender should be enclosed.
2. **Scope of Work:** Renewal of annual subscription of UTM Firewall **Cyberoam 500ia UTM for 03 years** consisting of (AV+AS+IPS+CF+8x5). The complete Hardware repairing and software support free of cost will also be covered under this renewal.
3. The successful bidder shall be responsible for full execution of the contract and shall not in any case assign or sublet ordered items or part thereof to any other party. Failure to do so will attract penalty as well as cancellation of the order.
4. The vendor/supplier should be a registered firm with Trade & Taxes / Sales Tax /Service Tax Department etc. should possess PAN, TIN (VAT)/Sales tax and service tax No. as applicable. TIN /CST/VAT Number must be clearly mentioned in the quotation and bill also.
5. The bidder should have a Support Centre operating in or around Delhi and the complete details including telephone number for the same must be provided.
6. The bidder should have been a UTM supplier for past three years. **It should provide details of 02 supply /installations that have been carried out to the last two year**, with detail of the Organization, Concerned Person and Contact Number, preferably a Government order.
7. Renewal/Installation and satisfactory operation of the subscribed update/licenses will be the responsibility of the supplier.
8. All works related to this tender should be completed to entire satisfaction of the AUD, failing which the AUD will have right to cancel the work order and no payment will be made in that case.
9. AUD reserves the right to place the orders on the successful tenderer for any additional quantity at the same rates quoted by the bidder. At the option of the AUD, the quantity can also be reduced when felt necessary.
10. The bid would be valid for 90 days from the date of opening of the tender. In the case of successful tenderer, rates quoted shall be valid till the supplies are completed unless there is downward revision, in such case the benefit shall be suo moto transferred to this University.
11. **Special discount/rebate admissible to Educational Institution/University may be specifically indicated in the quotation.**
12. All payments shall be made through accounts payee cheque only after satisfactory supply, installation and commissioning of the said items. No

advance payment will be released. The installation will be made as per the supply order and deviation, if any, may attract penalty as per rules and also EMD & Performance Security Deposited shall be forfeited.

13. **Earnest Money Deposit (EMD)** of **Rs. 20,000/-** (Rs. Twenty thousand only) in the form of crossed demand draft/pay order drawn in favour of Registrar, Ambedkar University, Delhi shall be enclosed with the technical bid of the tender document. The EMD of unsuccessful tenderer will be returned after completion of the tender process on request. Technical bid received without EMD shall summarily be rejected.

14. **Performance Security Deposit:** The successful bidder shall be required to deposit a sum equivalent to 10% (Ten per cent) of the total cost of the work order before commencement of supply in the form of Bank Guarantee/demand draft drawn in favour of Registrar, Ambedkar University, Delhi payable at New Delhi. No interest shall accrue on this amount. The validity of the Performance Security Deposit shall continue for a period of three months after termination of the contract.

15. The items should to be supplied and installed within 1 week from the date of purchase order / award of work. AUD reserves right to cancel the order in the case of delay in delivery of all the items.

16. The installation period shall commence from the date of satisfactory renewal/installation of above at the project site of Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi- 110 006.

17. The representatives of the firm should be available on telephone and also on mobile to enable this university to call them in emergency situation. Therefore, telephone as well as mobile number(s) may also be given.

18. Penalty shall be levied in case the complaints if any, are not rectified within a week of reporting.

19. Each page of the offer is to be **signed and stamped** by the tenderers and prices should be indicated in figures and words in Indian currency.

20. AUD will not be responsible for late receipt of any quotation (i.e. after due date) and the same will be not be entertained. The quotation will be accepted up to 4.00 pm on 09-03-2015 and it will be opened on the same day at 04.30 pm. The vendors or their representatives may participate in the tender opening committee meeting in case they wish to do so.

21. Rate must be quoted in Indian Rupees only net in figures & words inclusive of taxes, levies, cartage handling, uploading etc. However, break up of taxes must be indicated separately.

22. The acceptance of the tender rests with AUD. The university is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. The decision of AUD in this regard shall be final. No enquiries in this regard shall be entertained.

23. AUD reserves the right of the accepting the tender in whole lot or distinct part of it or the supply can be distributed between more than one bidders.
24. AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
25. AUD reserves the right to accept or refuse the supply of items in parts or full or cancel the Supply Order without assigning any reason.
26. **Penalties:** In the event of the supplier failing, declining, neglecting or delaying the supply/ installation, failing to renew the subscription license within the stipulated period or in the event of any damage occurring or being caused by supplier, AUD shall without prejudice to any other party remedy available to it under the law for the time being in force in the Delhi state:
- a. Terminate the supply order at the risk and cost of the bidder whose quotation has been accepted and
 - b. Recover the amount of loss caused by the damage, failure or default (including the consequential damage) and
 - c. Impose a penalty up to 10% of the total value of the order and confiscate earnest money.
27. **Force Majeure:**
- (a) If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence there-of.
 - (b) Neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.
 - (c) The decision of the AUD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part or any application under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may opt to terminate the contract, provide also that if the contract is terminated under this clause, the purchaser shall have

liberty to take over from the contractor at a price fixed by AUD, which shall be final, all unused, undamaged and acceptable materials, bought-out components and stores in course of manufacture in the possession of the contractor at the time of such termination of such portion there-of as the purchaser may deem it fit except of such materials, bought out equipments and stores as the contractor may with the concurrence of the purchaser elect to retain.

28. **Arbitration:**

(a) In case of any dispute relating to meaning, scope, manufacturing, operation or effect of this contract or the validity or the breach thereof, AUD and the vendor/ contractor shall make every effort to resolve it amicably by direct discussion/negotiation.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties.

(c) The venue of arbitration shall be Delhi, India.

Techno-commercial bid for Renewal of Subscription Period of Cyberoam
UTM Device for three years

1. Name & Postal address of Agency:

Telephones Nos.:

E-mail:

Fax Nos.

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Agency (Sole/ Partnership/ otherwise) :

4. If Registered, Regn No with validity of registration with appropriate authority:

5. Sales/ Service Tax Regn No. (Attach copy):

6. PAN No. (Attach copy):

7. TIN/ VAT No. (Attach copy):

8. Details of O2 supply /installations that have been carried out to the last two year (Attach copies).

9. Has your organization been placed in defaulter category by any Govt. Department/ PSU? If not, please submit a self attested certificate (Annexure 2) to this effect.

10. The tender document should be **duly signed on each page.**

11. EMD of **Rs. 20,000/- in favour of Registrar, Ambedkar University Delhi.**

No escalation of prices would be permitted on any ground. The price may be quoted with analysis. Firms must clearly indicate in their offers the different taxes and duties which they propose to charge extra mentioning clearly the present rate(s) thereof. Vague offers like "**duties as applicable**" shall not be considered.

| Model Name | Product Code | Qty | Unit Price (In Rs.) | Sub Total (In Rs.) | Taxes (In Rs.) | Total Price(Inclusive of all taxes) | Grand Total |
|--|---------------------|-----|---------------------|--------------------|----------------|-------------------------------------|-------------|
| 02 nos of Cyberroam DPU CR 500ia 05-CRI-0500IA-01 Total Value Subscription for 3 Years (AV+AS+IPS +CF+8x5) for CR-500ia | 05-TVSPRC-0500IA-03 | 02 | | | | | |

* Academic/Educational version/price should be quoted.

** Bids shall be compared on the composite price indicated.

(Authorized Signature)

Name of the Authorized person: _____

Name of the Company: _____

Address of the company: _____

Contact No. : _____

Email Id: _____

Seal of the company:

UNDERTAKING

It is certified that my firm/agency/company has **never been black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions and no criminal case is pending against the said firm/ agency as on _____.

(Authorized Signature)

Name of the Authorized person: _____

Name of the Company: _____

Address of the company: _____

Contact No. : _____

Email Id: _____

Seal of the company:

Place:

Date: _____