

# CENTRAL UNIVERSITY OF HIMACHAL PRADESH



Name of work :- **Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F**

**NIT No. TAB/IT/2-27/CUHP/2014**

**Dated:-09.02.2023**

# NIT

## CENTRAL UNIVERSITY OF HIMACHAL PRADESH

**O/o Honorary Director, Computer Centre, Central University of Himachal Pradesh, Dharamshala, Distt. Kangra (H.P.) Pin 176215**

Certified that this NIT No. TAB/IT/2-27/CUHP/2014 dated 09.02.2023 Contain page 01 to 28.

# CENTRAL UNIVERSITY OF HIMACHAL PRADESH

O/o Honorary Director, Computer Centre, Central University of Himachal Pradesh, Dharamshala, Distt. Kangra (H.P.)

Name of work :- **Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F**

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It is certified that this document contains three parts i.e. Part A, Part B & Part-C containing pages no. 3 to 28.

**CENTRAL UNIVERSITY OF HIMACHAL PRADESH**

**Name of work:- "Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F"**

**Volume I  
Of Part A**

**O/o Honorary Director, Computer Centre, Central University of  
Himachal Pradesh, Dharamshala**

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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING  
FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE  
(Applicable for inviting open bids)**

Registrar, Central University of Himachal Pradesh, Dharamshala, Distt. Kangra (H.P.) on behalf of CUHP invites online item rate bids (e-tenders) under two cover systems on two bid tender basis from OEM (M/s Fortinet Technologies India Pvt. Ltd) or their authorized partners, for the work of **“Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F”**.

Sr. No.	NIT No.	Name of work & Location	Cost of tender document	Estimated Cost	Earnest money Deposit	Period of warranty	Last date & time of submission of bids	Time & date of opening of Technical bids	Last date & Time for submitting EMD and other documents by lowest bidder	Last date & Time for submitting Tender cost
1	2	3	5		6	7	8	9	10	11
1	TAB/IT/2-27/CUHP/2014 dated 09.02.2023	Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F.	Rs. 590	Rs. 45,00,000	Rs. 90,000	(3 year)	01.03.2023 upto 03:00 P.M.	02.3.2023 at 03:30 P.M.	At the time of opening of bid by bidder or their representative.	At the time of opening of bid by bidder or their representative.

**Note: Tender cost & EMD shall be submitted by the bidder or their representative at the time of opening of bid.**

1. Bidders who fulfill the following requirements shall be eligible for bidding. Joint ventures and conditional tender will not be accepted.
2. The bidder must have:
  - i) Valid GST No.
  - ii) Manufacturers Authorization Certificate from OEM is required against this bid

- for bidders
- iii) Latest balance sheet with turnover of 80 % of the estimated cost.
  - iv) MSME sale and services certificate along with registration validity should be provided if applicable.
  - v) PAN or TAN
  - vi) ITR Latest Copy
  - vii) OEM / Bidder must attach information i.e. Make & Category / Version for devices with Brochure/Data Sheet or any printed material from the OEM
  - viii) Tender Document duly signed
  - ix) Similar Work Experience PO and work completion copy should be submitted for **Govt. departments/PSU/Central Government Autonomous Educational Institutes like IIT/IIM/NIT/Central University etc.**
  - x) OEM / Bidder must share the escalation matrix for immediate support by 24/7.
  - xi) The OEM/Bidder should not have been blacklisted by any Central/State Government Organization or PSU, should not have any court case against the OEM/Bidder for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the legal paper by OEM/Bidder should be submitted as a part of Technical Offer.
  - xii) OEM / Bidder should have one operational office upto NCR limit. Address proof should be submitted either Rent Agreement or at least 6 months' Rent Receipt.
  - xiii) The OEM / bidder, if placed with the purchase order, must submit the bank guarantee as per GFR rules for all items having warranty/guarantee for the warranty/guarantee period.
  - xiv) Work completion certificate should include
    - 01 work order to the tune of 80% of tender cost, or
    - 02 work order to the tune of 60% of tender cost, or
    - 03 work order to the tune of 40% of tender cost
3. The set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from Central Public Procurement Portal website <http://eprocure.gov.in/eprocure/app>.
4. Bidder / OEM must provide at least 7 days training on the installed devices and all their respective services to Faculty and Technical staff free of cost.
5. 3 years of service period from the date of satisfactory renewal and activation with comprehensive replacement in 2-3 business days and direct 24x7 support.
6. Renewal of firewall services by the OEM / Bidder should ensure the running of all type of earlier services / technical support for three years. If activation of already installed firewall is not possible, firewall must be upgraded to meet all type of earlier services supplied with, optional add-on security features and other desirable conditions may be added in the existing features like updation and availability of all types of signatures existing as on date, analyser facility, sandboxing, bandwidth utilization, advance malware protection, adherence to cyber security guidelines issued by Govt. of India. Technical support, service support for three years and its cost must be included in the bid.
7. If the upgrade is provided with desirable features, it should be covered at the cost of

earlier product i.e no extra cost. It should be specifically mentioned in the offer.

8. Technical person availability can be maximum upto NCR area.
9. Addressing of Technical Problems / tickets should be addressed within 12 hours.
10. Instructional materials and e-manuals will be uploaded by the supplier free of cost.
11. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft /Fixed Deposit Receipts of any Scheduled Bank towards **EMD in favour of The Finance Officer, Central University of Himachal Pradesh payable at Dharamshala** and other documents as specified.
12. Those bidders not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
13. The intending bidder must have valid digital signature to submit the bid.
14. Bidders can upload documents in the form of **PDF format**.
15. Bidders must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

**List of Documents pertaining to technical bid (Eligibility Criteria) to be scanned and uploaded on due date and time mentioned above:-**

1. Demand Draft of any scheduled bank **in favour of "The Finance Officer, Central University of Himachal Pradesh, payable at Dharamshala"** against tender cost and EMD. Original to be deposited at the time of opening of technical bid.
2. Certificate of Registration for GST.
3. Copy of Certification of Incorporation/ Registration of firm.
4. Only bidder to whom this tender document has been issued or from whom tender has been invited is eligible to participate in this tender. Bids of those Bidders who have not submitted the requisite EMD and Tender cost shall not be considered for evaluation.
5. Certificate regarding owning the trained and experienced manpower on Firewall Service/Maintenance.
6. Manufacturers Authorization Certificate from OEM is required against this bid for bidders.
7. Latest balance sheet with turnover.
8. MSME sale and services certificate along with registration validity should be provided if applicable.
9. PAN or TAN.
10. ITR Latest Copy.
11. Product Specification/ Brochure
12. Tender Document duly signed
13. Similar Work Experience, PO and work completion copy should be submitted for Educational Institutes like IIT/IIM/NIT/Central University, etc.
14. The OEM/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the legal paper by OEM/Bidder should be submitted as a part

of Technical Offer

15. Instructional materials and e-manuals will be uploaded by the supplier free of cost.
16. OEM / Bidder must attach information i.e. Make & Category / Version for devices with Brochure/Data Sheet or any printed material from the OEM

-Sd-

Registrar, Central University of Himachal Pradesh, Dharamshala, Distt. Kangra (H.P.) Pin 176215

Copy to:

1. Institute Website.
2. CPP Portal.
3. Notice Board.

-Sd-

Registrar



## POINTS OF CONSIDERATION FOR e-TENDERING

The Registrar, Central University of Himachal Pradesh, Dharamshala, Distt. Kangra(H.P.) invites online item rate bids (e-tenders) under two cover systems on two bid tender basis from OEM (M/s Fortinet Technologies India Pvt. Ltd) or their authorized partners, for the work of **“Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F”**.

1. In case the last date of submission of bid is extended, the enlistment of Bidders should be valid on the original date of submission of bids)
2. Time period for the CMC is Three years from the date of award of work.
3. Earnest Money **Rs. 90,000/-** can be paid in the form of Demand Draft/ Fixed Deposit (drawn in favour of The Finance Officer, Central University of Himachal Pradesh, payable at Dharamshala) of any Scheduled Bank shall be scanned and uploaded to the e-tendering website within the period of tender submission.

The intending bidder has to fill all the details of Demand Draft/ Fixed Deposit Receipt (bankers name, amount, number and date) against EMD etc.

The amount of EMD can be paid by Demand Draft/ Fixed Deposit Receipt of any Scheduled Bank. Original to be deposited at the time of opening of technical bid.

4. Technical bid shall be opened first on **02.03.2023 at 03:30 PM**. Eligibility related documents shall be evaluated and parties/agencies will be qualified/disqualified by the Competent Authority.
5. The bid submitted shall become invalid if:
  - a. The bidder is found ineligible.
  - b. The bidder does not upload all the documents (including GST registration) as stipulated in the bid document.
  - c. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of tender opening authority.
  - d. The bidder does not deposit physical EMD and Tender cost at the time of technical bid opening.
6. The Bidders whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent) of the tendered amount** within the period specified in Schedule F. This guarantee shall be in the form of Demand Draft/Fixed Deposit Receipts of any Scheduled Bank in accordance with the prescribed form. In case the **Bidders fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the Bidders shall be forfeited automatically without any notice to the Bidders**. The earnest money deposited along tender shall be returned after receiving the aforesaid performance guarantee.
7. Site for works execution is located at Shahpur Parisar, Shahpur of Central University of Himachal Pradesh, near Dramman, Distt. Kangra(H.P.) Pin -176206
8. The competent authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the

prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

9. Canvassing whether directly or indirectly, in connection with tenderer is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection.
10. The competent authority reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
11. The bid for the works shall remain open for acceptance for a period of **Ninety (90)** days from the date of opening of financial bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the University, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
12. This notice inviting bid shall form a part of the contract document. The successful Bidder(s), on acceptance of his bid by the Accepting Authority shall sign the agreement within 15 days from the stipulated date of start of the work.

**SECTION-I**  
**BRIEF PARTICULARS OF THE WORK**

1. Salient details of the work for which bids invited are as under:

Sr. No.	Name of Work	Period of warranty																		
1	Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F. <table border="1" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: center;">Support Type</th> <th style="text-align: center;">Support Level</th> </tr> </thead> <tbody> <tr> <td>Hardware Coverage</td> <td>Advanced HW</td> </tr> <tr> <td>Firmware &amp; General Updates</td> <td>Web/Online</td> </tr> <tr> <td>Enhanced Support</td> <td>24x7</td> </tr> <tr> <td>Telephone Support</td> <td>24x7</td> </tr> <tr> <td>Advanced Malware Protection</td> <td>Web/Online</td> </tr> <tr> <td>Next Generation Firewall</td> <td>Web/Online</td> </tr> <tr> <td>Web &amp; Video Filtering</td> <td>Web/Online</td> </tr> <tr> <td>FortiGuard AntiSpam</td> <td>Web/Online</td> </tr> </tbody> </table>	Support Type	Support Level	Hardware Coverage	Advanced HW	Firmware & General Updates	Web/Online	Enhanced Support	24x7	Telephone Support	24x7	Advanced Malware Protection	Web/Online	Next Generation Firewall	Web/Online	Web & Video Filtering	Web/Online	FortiGuard AntiSpam	Web/Online	<b>(3 year)</b>
Support Type	Support Level																			
Hardware Coverage	Advanced HW																			
Firmware & General Updates	Web/Online																			
Enhanced Support	24x7																			
Telephone Support	24x7																			
Advanced Malware Protection	Web/Online																			
Next Generation Firewall	Web/Online																			
Web & Video Filtering	Web/Online																			
FortiGuard AntiSpam	Web/Online																			

2. The work is situated **at Shahpur Parisar, Shahpur of Central University of Himachal Pradesh, near Dramman, Distt. Kangra(H.P.)**.

3. **Features:**

- 3.1 General features and major components of the work are as under:  
**a. As per schedule of quantity.**

# **CENTRAL UNIVERSITY OF HIMACHAL PRADESH**

**Name of work: "Renewal and Activation of subscription for Fortigate 600D  
Next Generation Firewall & Analyzer FAZ 200F."**

## **Volume II of Part A**

**CENTRAL UNIVERSITY OF HIMACHAL PRADESH**

**O/o Honorary Director, Computer Centre, Central University of  
Himachal Pradesh, Dharamshala, Distt. Kangra(H.P.)**

# CENTRAL UNIVERSITY OF HIMACHAL PRADESH

**Name of work: "Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F."**

## **INDEX– Volume II of Part A**

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<b>1</b>	<b>PROFORMA OF SCHEDULES</b>	<b>14-15</b>

Certified that this Tender Document Volume-II of Part A contains pages from 14-15 pages.

# PROFORMA OF SCHEDULES

Name of work: **"Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F."**

- (i) Earnest money: **Rs. 90000** (to be returned after receiving performance guarantee).
- (ii) Performance Guarantee: 5% of tendered value.

## SCHEDULE 'F'

### GENERAL RULES & DIRECTIONS

Officer Inviting Tender

**Registrar, Central University of Himachal Pradesh**

### Definitions:-

- 2(i) Person-In-Charge  
Honorary Director, Computer Centre,  
Central University of Himachal Pradesh,  
Dharamshala, (H.P)
- 2(ii) Accepting Authority  
Registrar, Central University of Himachal  
Pradesh, Dharamshala, (H.P)
- 2(iii) Department  
Central University of Himachal Pradesh,  
Dharamshala, (H.P)

### Clause-1:

- (i) Time allowed for submission of Performance guarantee after date of issue of letter of acceptance **7 days**

(ii) Maximum allowable extension with  
Late fee@0.1% per day of the  
Performance guarantee amount  
beyond the period provided in (i) above

**4 days**

**Clause-2:**

Number of days after the date of issue  
of letter of acceptance for reckoning  
date of start

**7 days**

**Clause-3:**-Competent Authority for  
Deciding reduced rates.

Hon'ble Vice-Chancellor, Central  
University of Himachal Pradesh, Dharamshala, (H.P)

**Clause 4:**

List of Products replaced, product support to be deployed by the OEM / Bidder at  
site:

Sr No.	Support Type	Support Level
1	Hardware Coverage	Advanced HW
2	Firmware & General Updates	Web/Online
3	Enhanced Support	24x7
4	Telephone Support	24x7
5	Advanced Malware Protection / Sandboxing Cloud	Web/Online
6	Next Generation Firewall	Web/Online
7	Web & Video Filtering	Web/Online
8	FortiGuard AntiSpam	Web/Online

# CENTRAL UNIVERSITY OF HIMACHAL PRADESH

Name of work :- "Renewal and Activation of subscription for Fortigate  
600D Next Generation Firewall & Analyzer FAZ 200F"

## PART B

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

O/o Honorary Director, Computer Centre, Central University of  
Himachal Pradesh, Dharamshala, Distt. Kangra (H.P.) Pin  
176215



# CENTRAL UNIVERSITY OF HIMACHAL PRADESH

**Name of work: "Renewal and Activation of subscription for Fortigate 600D  
Next Generation Firewall & Analyzer FAZ 200F"**

## Index – Part B

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Certified that this tender Document of Part B contains pages from 17-26 pages

## Scope of Work and Terms & conditions of Contract

### Scope of Work:

- a. The contract is for a period of three years.
- b. Onsite and Online 24 x 7 Technical Support, Training, Escalation Matrix should be shared for the Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F/ their upgrade if supplied (whichever is applicable) should be provided by the OEM / Partner (Bidder).
- c. Response time for maintenance of items covered under CMC will be 12 hours including holidays.
- d. In the event of service provider unable to attend call or provide service within 12 hours, Central University of Himachal Pradesh reserves the right to get the work done from outside party and in such cases the expenses for the same will be deducted from the amount payable to the service provider by Central University of Himachal Pradesh.
- e. Bidder shall not engage any sub-agent or sub-contractor whatsoever for running the CMC Service.
- f. The contract for running the CMC Service shall be a commercial contract between Central University of Himachal Pradesh and OEM / Partner (Bidder).
- g. The CMC is of Comprehensive type. Any replacement of spares should be with new and of equivalent type or higher of same make, and should be available within 2-3 business working days.
- h. Replacement of the faulty parts etc. shall be done at the OEM's / Partner's own cost for ensuring smooth services.

### Special Conditions of CMC/Renewal:

- a. Details of monthly scheduled maintenance/break down shall be entered in the register/service slip/online service report & jointly signed by the firm's representative and Central University of Himachal Pradesh representative.
- b. Contractor will have to offer onsite visit whenever required during the CMC period. Beside this, any number of breakdown calls will have to be attended. The response time for such breakdown calls shall not exceeds 12 hours. Beyond this penalty shall be imposed as per penalty clause.
- c. OEM's /Partner's trained service support engineer shall reach to the site/online resolution of the ticket/issue reported within 12 hour after lodging a complaint. Delay in reporting period shall be recorded and penalty shall be imposed as per penalty clause.
- d. No parts or components of the firewall being maintained by OEM / Partner shall be removed without prior approval and knowledge of Central University of Himachal Pradesh . Any part to be removed/replaced shall be done after approval of the Honorary Director Computer Centre and same shall be provided within 2-3 business working days.

- e. OEM / Partner shall not only attend the failure but also rectify the cause of failure after investigation.
- f. Penalty imposed for late reporting, late replacement of defective parts and Down time of lift shall be deducted from periodic bills of the firm.
- g. CMC bill shall be paid after every 6 months. No advance payment will be paid.

## **Equipment Description:**

### **Contractor to comply with laws:**

- a. In the performance of this Contract, the OEM / Partner shall abide by all existing laws, codes, rules and regulations set forth by all governmental units and authorities having competent jurisdiction over OEM / Partner, and/or the work performed by OEM / Partner hereunder. Contractor shall also procure and pay any necessary permits or licenses/subscriptions pertaining to the work performed by OEM / Partner pursuant to this Contract.
- b. All parts replacement or configurations called for hereunder shall be performed in full compliance with specified laws, standards and codes set by the government with latest edition, including amendments thereto, and with applicable regulations of the state, city and/or local authorities.
- c. In the event of any dispute or difference arising out of the present agreement, the same shall be referred to the sole Arbitrator to be appointed by the Vice Chancellor, Central University of Himachal Pradesh, Dharamshala, HP under the Arbitration Act, for which the firm shall have no objection, the proceedings, if any will be subject to jurisdiction of Dharamshala only.

### **Warranty:**

3 years

### **Availability of Authorized Representative:**

The contractor shall ensure availability of his authorized representative at Shahpur Parisar / Online to receive emergency calls and take remedial actions. The representative should attend the call by generating the ticket immediately to ensure the restoration of the services promptly.

## Responsibility of Delayed Response:

The contractor shall be responsible for any delayed response that take place during the maintenance period of 3 year due to negligence of work performed by the Firm. He shall also be responsible for payment of compensation and penalties payable to the Central University of Himachal Pradesh as a result of legal action. He shall also be responsible for replacement of damaged parts of the firewall and restore services immediately failing which, a penalty @ Rs. 15000/- per day shall be imposed and recovered from bills / deposit or any other sum due to the OEM / Partner applicable maximum LD ceiling @10% of net contract value.

## Spares & parts/ Services covered under CMC:

The following details of the Product support coverage/spares shall be covered under the CMC:

Support Type	Support Level
Hardware Coverage	Advanced HW
Firmware & General Updates	Web/Online
Enhanced Support	24x7
Telephone Support	24x7
Advanced Malware Protection / Sandboxing Cloud	Web/Online
Next Generation Firewall	Web/Online
Web & Video Filtering	Web/Online
FortiGuard AntiSpam	Web/Online

Above mentioned detail is the minimum requirement based on existing/expired product. If upgrade is provided, details of the entire components for the supplied product along with their subscriptions/licenses should be covered and provided in the desired format so that product could comply with the directives/ guidelines of cyber-security issued by Govt. of India time to time.

All parts and components supplied by the OEM / Partner should be original.

**INTEGRITY PACT**

To

.....,  
.....,  
.....

**Sub: NIT No. TAB/IT/2-27/CUHP/2014 for the work Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F**

Dear Sir,

It is hereby declared that Central University of Himachal Pradesh is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of Central University of Himachal Pradesh.

Yours faithfully

Sd/-  
Registrar,  
Central University of Himachal  
Pradesh, Dharamshala,  
Distt. Kangra(H.P.)  
Pin 176215 ,

## **INTEGRITY PACT**

To

The Registrar,  
Central University of Himachal Pradesh, Dharamshala,  
Distt. Kangra(H.P.)  
Pin 176215

**Sub: Submission of Tender for the work of "Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F."**

Dear Sir,

I/We acknowledge that Central University of Himachal Pradesh is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Central University of Himachal Pradesh. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Central University of Himachal Pradesh shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Central University of Himachal Pradesh .**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 20.....  
**BETWEEN** CUHP represented through Honorary Director, Computer Centre, Central University of Himachal Pradesh, Dharmashala Distt. Kangra (H.P.) hereinafter referred as '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

..... (Name and Address of the Individual/ firm/ Company) through ..... (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Bidders**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender ..... (hereinafter referred to as

"**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Name of work:-" Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F."**, Herein after referred to as the "**Contract**"

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Bidders(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance

Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Bidders(s)**

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



### **Article 3: Consequences of Breach**

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

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

### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Bidders as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Bidders can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

### **Article 5: Equal Treatment of all Bidders/Bidders/Sub Bidders**

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

### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

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

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

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

.....  
 ..... (For and on behalf of  
 Bidder/Bidders)  
 WITNESS:

1. ....  
 (signature, name and address)

2. ....  
 (signature, name and address)

Place:

Dated:

# CENTRAL UNIVERSITY OF HIMACHAL PRADESH

Name of work :- "Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F"

## PART C

CENTRAL UNIVERSITY OF HIMACHAL PRADESH

O/o Honorary Director, Computer Centre, Central University of Himachal Pradesh, Dharamshala, Distt. Kangra (H.P.) Pin 176215

### INDEX-PART-C (SCHEDULE OF QUANTITIES)

<i>Sl.No.</i>	<i>Description</i>	<i>Sheet No.</i>
1	Schedule of Quantity	27-28

It is certified that this document PART-C (Schedule of Quantity) containing pages from sheet no. 27-28.

### **Schedule of Quantity**

**Name of Work :- “Renewal and Activation of subscription for Fortigate 600D Next Generation Firewall & Analyzer FAZ 200F”**

Sr. No.	List of Products replaced and Product Support requirements	Qty.	Unit	Yearly Amount	Amount ( Rs.)																		
1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Support Type</th> <th style="width: 50%;">Support Level</th> </tr> </thead> <tbody> <tr> <td>Hardware Coverage</td> <td>Advanced HW</td> </tr> <tr> <td>Firmware &amp; General Updates</td> <td>Web/Online</td> </tr> <tr> <td>Enhanced Support</td> <td>24x7</td> </tr> <tr> <td>Telephone Support</td> <td>24x7</td> </tr> <tr> <td>Advanced Malware Protection / Sandboxing Cloud</td> <td>Web/Online</td> </tr> <tr> <td>Next Generation Firewall</td> <td>Web/Online</td> </tr> <tr> <td>Web &amp; Video Filtering</td> <td>Web/Online</td> </tr> <tr> <td>FortiGuard AntiSpam</td> <td>Web/Online</td> </tr> </tbody> </table>	Support Type	Support Level	Hardware Coverage	Advanced HW	Firmware & General Updates	Web/Online	Enhanced Support	24x7	Telephone Support	24x7	Advanced Malware Protection / Sandboxing Cloud	Web/Online	Next Generation Firewall	Web/Online	Web & Video Filtering	Web/Online	FortiGuard AntiSpam	Web/Online	1	1		
Support Type	Support Level																						
Hardware Coverage	Advanced HW																						
Firmware & General Updates	Web/Online																						
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Telephone Support	24x7																						
Advanced Malware Protection / Sandboxing Cloud	Web/Online																						
Next Generation Firewall	Web/Online																						
Web & Video Filtering	Web/Online																						
FortiGuard AntiSpam	Web/Online																						
	<b>Total</b>																						

**Note:-**

- 1. Quoted rate should be clearly readable and inclusive of all applicable taxes including GST (nothing extra shall be payable).**
- 2. All Statutory deduction will be made as per prevailing rates.**

Sd/-  
Registrar,  
Central University of Himachal Pradesh,  
Dharamshala, Distt. Kangra(H.P.)  
Pin 176215