



**Tender  
for  
Supply, Installation & Commissioning of  
EDR/XDR End Point Detection and Response  
Protection software tools, Latest Version  
and Annual Onsite Comprehensive  
Maintenance Support.**

**Tender No: ICSI/IT/Anti-Virus (EDR/XDR)/2025-26/112**

**(29th August, 2025 to 19<sup>th</sup> September, 2025)**



**THE INSTITUTE OF  
Company Secretaries of India**

**भारतीय कम्पनी सचिव संस्थान**

**IN PURSUIT OF PROFESSIONAL EXCELLENCE**

**Statutory body under an Act of Parliament**

**(Under the jurisdiction of Ministry of Corporate Affairs)**



Tender  
for

Supply, Installation & Commissioning of  
Fibre Optic Point Detection and Response  
Protection Systems (FODRS) - Latest Version  
and Annual On-site Comprehensive  
Maintenance Support

Reference: FODRS/2017/01  
Date: 1st April 2017

THE INSTITUTE FOR  
COMPARATIVE SECURITY AND  
DEFENCE STUDIES  
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000





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ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/IT/Anti-Virus (EDR/XDR)/2025-26/112

August 29, 2025

**Sub: Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tools, Latest Version and Annual Onsite Comprehensive Maintenance Support.**

Important Date & Information		
1	Tender Publish Date	<b>August 29, 2025</b>
2	Cost of Tender	Rs. 1,000 /- + 18% GST) (Rupees 1,180/- Only)
3	Earnest Money Deposit	Rs. 72,000/- (Rupees Seventy Two Thousand only)
4	Pre-Bid Meeting	Pre-Bid Meeting <b>September 2, 2025</b> , at 2:00 PM or any other date and time as notified later. The Institute of Company Secretaries of India, 5 <sup>th</sup> Floor, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later
5	Last date and time for Sending Pre-Bidqueries in writing	All queries must be sent at email ID, <a href="mailto:praveen.kumar@icsi.edu">praveen.kumar@icsi.edu</a> by 2:00 PM till , <b>September 4, 2025</b>
6	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal by <b>September 9, 2025</b> by 5:00 PM on website of the Institute ( <a href="http://www.icsi.edu">www.icsi.edu</a> )
7	Last Date and Time for Submission of Bids	<b>September 19, 2025</b> by 2:00 PM
8	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: Tender Box of Dte. of Purchase) Sector – 62, Noida – 201309.
9	Bid Validity	270 days from the date of submission of bids
10	Date, time & venue of opening of Technical Bids.	<b>September 19, 2025</b> , at 3:00 PM or any other date and time as notified later. The Institute of Company Secretaries of India, 5 <sup>th</sup> Floor, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later.
11	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders.
12	Contact details	<b>Shri Asit Kumar Rath, Joint Secretary, Directorate of IT, ICSI.</b> Tel. No.: 0120-4522018; Email Id: <a href="mailto:asit.rath@icsi.edu">asit.rath@icsi.edu</a> <b>All pre-bid queries must be sent at <a href="mailto:praveen.kumar@icsi.edu">praveen.kumar@icsi.edu</a></b>
13	Institute Website	<a href="http://www.icsi.edu">www.icsi.edu</a>

*Asit Rath*

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### Statement of Disclaimer

The information contained in this tender Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI" / "Institute") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this tender Document and all other terms and conditions subject to which such information is provided. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This tender Document does not purport to contain all the information each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender Document.





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Tender No.: ICSI/IT/Anti-Virus (EDR/XDR)/2025-26/112

August 29, 2025

**Sub: Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tools, Latest Version and Annual Onsite Comprehensive Maintenance Support.**

**Tender Document**

**A. About ICSI:**

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi-110003. The Institute has two other offices at ICSI-House, C-36 & C-37, Sector – 62, Noida. ICSI is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

Sealed tenders are invited from reputed firms for **“Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tools, Latest Version and Annual Onsite Comprehensive Maintenance Support.”**. as per the details given in Part ‘A’, ‘B’ & ‘C’ of the Tender Document. The terms and conditions governing the instant Tender are as under:

**B. DEFINITIONS**

- (i) The “ICSI” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- (ii) The “Contract” means Agreement entered in between the ICSI and Vendor **“Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tools, Latest Version and Annual Onsite Comprehensive Maintenance Support.”** at ICSI, through this tender.
- (iii) “Bidder” or “Tenderer” means the bidder/firm/Service Provider that is engaged in the business of **“Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tools, Latest Version and Annual Onsite Comprehensive Maintenance Support.”** and applies its response to this notice inviting tender.
- (iv) “Vendor” means the successful bidder who is engaged by ICSI for **“Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tools, Latest Version and Annual Onsite Comprehensive Maintenance Support.”** through this tender process by

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entering into the contract with the ICSI.

- (v) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.
- (vi) "Work Order" means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. The work order along with the Letter of Intent, if any, tender documents and the agreement constitute the contract.

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**(2) Forfeiture of EMD:**

The EMD of the bidders shall be forfeited in the following circumstances:

- i. the bidder withdraws its bid;
- ii. the selected bidder does not accept or delay in accepting the Purchase / Work Order;
- iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- iv. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- v. any other reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.

- (3) The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. Each page of the Tender document with all annexures (including blank price bid format) must be signed, stamped and submitted with the Tender by the bidder.**

- (4) Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as "**No.1 – EMD & Tender Fee**"), (ii) Part 'A' & 'B' including Form I (**Annexure A**), Form II(a) & II(b) (**Annexure B1 & B2 & T**), Form III (**Annexure C**) and other Annexures related to Technical bids along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**"), (iii) Part 'C' (**Annexure D**) only is to be put in **Envelope No. 3** (Please mark the Envelope as "**No.3 – Financial Bid**"). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in the main envelope i.e. Envelope No. 4.

- (5) The bidders must mention the price details in the prescribed format of the price bid which is to be put in the sealed envelope as instructed at Sr. No. 4 above. The bidders should ensure that price details are not mentioned anywhere, except in the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.**

- (6) The sealed tender envelope duly super scribed, "Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tools, Latest Version and Annual Onsite Comprehensive Maintenance Support." due on September 18 , 2025" must be addressed to Secretary, ICSI and be sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Noida office address as mentioned below & should reach on or before 2.00 PM on September 18 , 2025.**

*[Handwritten signature]*

*[Handwritten signature]*

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## **PART 'A'**

### **I. Instructions to Bidders**

The tender document can be downloaded from **August 29, 2025 to September 19, 2025** (till 02:00 PM) from the website of the Institute ([www.icsi.edu](http://www.icsi.edu)) for which Bidder would be required to enclose a demand draft of **Rs. 1,180 /- (Inclusive of 18% GST) (Rupees One Thousand One Hundred and Eighty Only)** (non-refundable) from any of the scheduled bank drawn in favor of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of **Rs. 1,180/- (Rs. 1,000/- + Rs. 180/- for 18% GST) (Rupees One Thousand One Hundred and Eighty Only)** by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document with the bid. The bidder who fails to submit the cost of the tender document with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at Institute's website: [www.icsi.edu/tenders](http://www.icsi.edu/tenders) will be treated as authentic and correct.

***All bidders having registration with NSIC/MSME may take exemption from submission of requisite fee towards the cost of Tender, however, they must submit copy of valid NSIC/MSME certificate in envelope No. 1 instead of tender fee.***

#### **(1) Earnest Money Deposit (EMD)**

- (i) Every bidder has to make a deposit of Earnest Money (EMD) of **Rs. 72,000/- (Rupees Seventy two Thousand only)** in the form of Demand Draft from any of the nationalized/Scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid.
- (ii) Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- (iii) The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from Nationalized bank immediately within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after awarding the contract / work order to the successful bidder. The balance of the performance security amount can also be submitted through demand draft issued from any of the nationalized bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

***(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).***



Address:

**The Secretary**

The Institute of Company Secretaries of India

ICSI House, C-36, **(Ground Floor; Tender Box of Dte. of Purchase)**

Sector-62

Noida – 201309 (UP)

The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the Bidder.

- (7) The **Technical Bid shall be opened on September 19, 2025 at 3:00 PM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other date, time or place as notified later in the presence of those bidder(s), who wish to be present. Due to any exigency, ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the on ICSI's website ([www.icsi.edu](http://www.icsi.edu)). No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, or any other exigency, the due date and time for opening of the bids can be changed on the sole discretion of ICSI, which will be notified only at the ICSI website (tender page).**
- (8) The GST has rolled out with effect from 01.07.2017. Bidders who have not migrated to and are not registered with GST will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
- (9) ICSI prefers to deal with OEM. However, if for any reason OEM is not able/allowed to participate in the tender, the bid can be submitted through its authorized channel partners/authorized Resellers. If the bidder is an authorized channel partner/reseller, then it must submit a valid an authorization certificate from the OEM along with the technical bid. If the bidder is an authorized channel partner or reseller, the bidders must provide a valid MAF certificate from the OEM. This certificate is to be submitted by the bidder with the technical bid.
- (10) **Licensed Operating Software:**  
The vendor will ensure the Antivirus Software tool supplied and installed must be licensed (as mentioned in the technical specifications) with original product key/ certificate. It must not be copied from any source and/or not a pirated version of any nature.
- (11) ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and the time and date for opening the Financial Bid shall be communicated separately.
- (12) ICSI may call for any additional documents from the participating bidders during the technical

evaluation process to establish their eligibility. ICSI may also call for further technical clarification on the proposals submitted by the bidders.

- (13) The Bidders have to submit the make and model name of the EDR/XDR End Point Detection and Response Protection software tool for which they have submitted the bid with comparative of specifications as mentioned on the tender in hard copy as well as in soft copy on a pen-drive.
- (14) The Institute at its discretion may call the bidders to discuss the technical specifications, make and model and the effectiveness of the product proposed to be supplied by them in commensuration with the Institute's requirements.
- (15) ICSI reserves the right to negotiate the rate with the bidder and also may call for revised financial proposal as per modalities as approved by the Competent Authority of ICSI.
- (16) ICSI reserves the right to accept the bid in whole or in part without assigning any reason and such a decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents, and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
- (17) Incomplete bids shall be rejected outrightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tampering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.
- (18) Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All bidders responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as stated in the Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.
- (19) Bids submitted by forming any consortium or joint venture are not allowed. Any such bid received submitted by such bidders will be rejected outrightly and without any notice to the bidders. A single bidder can submit only one bid; any deviation, e.g. multiple bids by any bidder or bids submitted by forming a cartel will also be rejected. If at any stage of the bidding process, it is found that bids are submitted by different bidders having common Directors/promoters, such bids will be rejected.
- (20) Sub-contracts:  
The BIDDER shall notify the ICSI in writing of all subcontracts awarded under the Agreement. Such notification shall not relieve the BIDDER from any liability or obligation under the Agreement. The BIDDER shall fully indemnify ICSI for any claims/ damages whatsoever arising out of the Sub-

contracts.

- (21) The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.
- (22) The acceptance of TENDER shall rest with the ICSI. ICSI does not bind itself to accept the lowest bidder and reserves itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any bid shall not make ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.
- (23) The ICSI may at any time during the bidding process before and/or after opening the technical bid and/or financial bid, request the Bidders to submit revised Technical Bids and/or Financial Bids and/or Supplementary Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
- (24) In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICSI, at its discretion, may extend the deadline for the submission of bids suitably.
- (25) The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- (26) The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
- (27) In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/TENDER in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
- (28) All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of bid / responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICSI to facilitate the evaluation process, and in all such activities related to the bid process, will be borne entirely and exclusively by the bidder.
- (29) Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.
- (30) In case of any work for which there is no specification given in the Tender document but the same is essential for the job / work related to EDR/XDR End Point Detection and Response Protection



software tool of mentioned in Tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.

- (31) The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason, whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
- (32) This invitation for the tender does not commit ICSI to award a contract / order. Further, no reimbursable cost may be incurred in anticipation of award of contract / order.
- (33) No binding legal relationship will exist between any of the Bidders and ICSI until the issue of the Purchase Order.
- (34) Bidder should have all necessary patents, license rights, authority and other proprietary rights required in respect of any device or method used by it for completing the Purchase Order. Bidder shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Bidder failing to comply with this obligation.
- (35) Bid Validity: Price quoted must be valid for at least 270 days from the date of opening of bid. The price quoted must be valid for at least 270 days from the date of opening of technical bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract. ICSI reserves its discretion to extend the validity of the Tender with the mutual consent of the concerned bidder.
- (36) **Eligibility Criteria Details:** Bidders who fulfil the eligibility criteria mentioned in **Annexure-B2 (Form II(b))** will only be considered for evaluation of their bids.
- (37) **Data Sheet Mapping:**

It should be submitted as a separate document with all the data sheets. Without this the Bids will be summarily rejected. Bidders should also provide mapping of the datasheets in the following ways:

Name of the Product			
Make & Model	Specification as per TENDER	Reference in Data sheet as	Remark if any.

- (38) **Bid Evaluation:** ICSI shall have the right to assess the competencies and capabilities of the Bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Bidder.

The technical bids will be evaluated based on the bid eligibility criteria and those who qualify in the technical evaluation process shall be declared as eligible bidder for evaluation of financial bid. ICSI also reserves its right to evaluate bidders based on their past performance as certified by their

clients, which can be ascertained by ICSI by contacting their past/current clients. On evaluation of financial bids of the technically qualified bidders, the lowest bidder will be treated as successful bidder. Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. The financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will disqualify the bidder. In both cases the EMD amount will be forfeited.

**I. Evaluation of Technical Bids:**

- a) Bids which are not supported by adequate proof / Supplementary documents will not be evaluated.
- b) The Evaluation Committee shall evaluate the technical bids only for those bidders who satisfy the eligibility criteria. The Technical bids which are unsigned, and incomplete, shall not be evaluated. The technical bids will be evaluated on the basis of their responses; evaluations will be based on documentary evidence submitted by the bidder with respect to selection criteria. A bid can be rejected at this stage if it does not respond to important aspects of the tender.
- c) During the process of evaluation of the technical bid, the bidder may be required to make presentation on its Proposal covering Experience/Technical bid including Understanding about the project, Implementation Methodology, Team Composition, Work Schedule, and Activity Schedule, arrange client interactions / visits. The date and time of the presentation / interactions will be intimated individually, if required.

**II. Financial-Bid Evaluation:**

- a) The Financial-Bid evaluation is done only for those bids which are responsive.
- b) Financial bids of only those Bidders will be opened who qualify in the technical and infrastructure bids evaluation process. The date, time and venue for opening the financial bids will be intimated to the technically qualified bidders only.
- c) ICSI reserves its right to seek clarification on the financial bid submitted by the bidders. ICSI may also devise any method or process to derive the best competitive price for the tendered service.
- d) ICSI generally awards contract to the Lowest bidder, however, ICSI may resort to any other criteria to award the contract.

**II. Scope of Work:**

- 1) Supply, Installation, configurations, testing & Commissioning of 600 (60 Servers and 540 Endpoints) licenses of EDR/XDR End Point Detection and Response Protection software tools in the Institute. The implementation in all aspects would include installation, configuration, creation of rules & policies, etc. with 24x7x365 support for a period of Three (3) Years.
- 2) The bidder should study the existing setup, device, platform and the configurations etc. in detail and then quote the model of the EDR/XDR End Point Detection and Response Protection software tools such that it is compatible with the existing set up. The vendor would be responsible for the integration of these EDR/XDR

End Point Detection and Response Protection software tools to be implemented in the ICSI with the devices like Desktops/Laptops/Mobile/portable devices, servers, etc. in coordination with the existing FMS Service vendors.

- 3) The successful bidder/tenderer will sign a Service Level Agreement (SLA) with the ICSI on the comprehensive onsite maintenance of the EDR/XDR End Point Detection and Response Protection software tool for a period of Three (3) years from the date of the acceptance of the same on the basis of the terms of tender and work order. Standard terms and conditions of Service Level Agreement are at **Annexure S**.
- 4) **Onsite Maintenance Support:** Service provider has to ensure the services are intact at site, in case any issue or complaint is logged by ICSI service provider must align its technical resources at site (ICSI C-36, Sector-62, NOIDA) to resolve the issues in coordination with OEM support team as and when required.
- 5) The bidder will have the responsibility for all kinds of maintenance/support/patching/upgradations of EDR/XDR End Point Detection and Response Protection software tools specified in this tender for a period of Three (3) years.
- 6) The minimum technical specifications of EDR/XDR End Point Detection and Response Protection software tools are mentioned in this tender. Bidder can offer higher specification products.
- 7) The selected Bidder must upgrade the EDR/XDR End Point Detection and Response Protection software tools firmware / software / Patches regularly. The same may be carried out automatically through the connectivity being provided as a part of the service without any extra cost to ICSI.
- 8) The L2 Support will be from the Bidder side and should have knowledge of the services and technical support to resolve the issues in a timely manner. The service provider will be completely responsible for SLA & Contract compliance and ensure smooth services without any discrepancy during the contract.
- 9) Vendor will be fully responsible for comprehensive maintenance free of charge during the warranty and/or support period and in case of default, ICSI will have the right to arrange maintenance at vendor's risk and cost.
- 10) Service Provider will give technical support to resolve the issue either on site or Remote support as and when call logged with firm.
- 11) The service provider should ensure that the issue should be resolved within a time bound as said above by its technical resource or by OEM.
- 12) The Service provider should configure the EDR/XDR End Point Detection and Response Protection software tool in The Institute as per its requirement and auto upgradation of latest patches from OEM at all machines.
- 13) The Service provider should do the reconfiguration of EDR/XDR End Point Detection and Response Protection software tools as per the requirement time to time.
- 14) The Service provider should provide training and knowledge sharing to the FMS Engineer of ICSI from time to time.
- 15) The Service provider should configure auto email alerts of daily reports to concern IT officials.
- 16) The service provider should arrange the customized EDR/XDR End Point Detection and Response Protection software reports of all nodes as and when required as desired by ICSI.
- 17) In case of any work for which there is no specification given in the Tender document but the same is essential for the job / work related to EDR/XDR End Point Detection and Response Protection software tool of mentioned in Tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.



- 18) Three (3) years on site comprehensive license warranty/support of EDR/XDR End Point Detection and Response Protection software tool with response time of 2 hours call attending support after lodging the complaint has to be provided and failure to do so will attract penalty of Rs.500/- per hour in case of default after 24 hours. The issue must be resolved within 24 hours of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied. These penalties will be deducted from the Bank Guarantee/Security Deposits/etc. of the vendor.
- 19) The proposed Solution should be a complete Endpoint Protection and supplied with latest stable version.
- 20) The proposed solution should enable updating or upgrading the Endpoint client/Agent while ensuring this approach uses minimal bandwidth.
- 21) The proposed Solution agent should have provision to get updated from WAN/cloud.
- 22) The proposed Solution should facilitate the Enabling/Disabling /modification of policy which should be managed from central console.
- 23) The antivirus software should be configurable with auto update of virus signatures.
- 24) The proposed solution must have Zero Day attack /Exploit Protection.
- 25) The Proposed Solution should have Anti Malware File Scanning, Live Protection, IPS/ Anti-exploit protection.
- 26) The Proposed Solution should have Tamper Protection feature that prevents unauthorized users and certain types of known malware from uninstalling or disabling it. Any attempt to disable tamper protection, either by an unauthorized user or malware causes a report/alert to be triggered.
- 27) The proposed solution must support data restoration following cybersecurity incidents, including ransomware attacks, by recovering deleted or encrypted files to their original state on all Windows-based systems. Restoration should be possible through both manual and automated processes, executed exclusively via the management console without the use of scripts or third-party tools. This protection must not be limited to specific ransomware behaviors or known variants.
- 28) The proposed solution must support host-based firewall functionality across Windows, Linux, and macOS, allowing the use of a single, unified firewall rule. Firewall rules should be location-aware, enabling the application of different policies based on whether the device is on or off the corporate network.

**29) Support and Maintenance of contract:**

- a. On-site, comprehensive and BACK-TO-BACK from OEM for a period of Three (3) years. The Service Provider will have to provide a back-to-back licenses warranty certificate.
- b. Advanced upgradation/patching of software.
- c. Software/firmware updates and upgrades at no cost to the ICSI.
- d. L3 support from OEM/ Service Provider Support Team.
- e. On-site support from Service Provider for day-to-day operational issues as and when arises.
- f. Periodic preventive maintenance/Physical Verification of EDR/XDR End Point Detection and Response Protection software tool, once in quarter.

**30) Supply:**

- i. The Successful Bidder to design, develop/configure and implement the entire solution.
- ii. The successful Bidder shall supply EDR/XDR End Point Detection and Response Protection software tools as per specifications mentioned in the tender. Detailed Technical Specifications are enclosed as Annexure-T.
- iii. Further, the successful Bidder must not bid/supply any Software licenses that is likely to be declared end of support within the contract period of Three (3) years. The successful Bidder shall submit an

undertaking from OEM in this regard stating that supplied EDR/XDR End Point Detection and Response Protection software tools shall have Three (3) years license warranty from the date of supply/activation of licenses in the Institute.

- iv. The successful Bidder shall be responsible for end-to-end implementation of the EDR/XDR End Point Detection and Response Protection software tools in all systems.

### **31) Installation, testing, commissioning & system integration**

- i. The scope of installation and commissioning shall mean installing, configuring and integration the following (but not limited to), adhering to essential security and safety measures.
- ii. Carry out installation of active components, passive components and accessories supplied as per standards for successful integration and implementation of the systems at site and all policies configurations.
- iii. Configuring and fine-tuning EDR/XDR End Point Detection and Response Protection software tools to achieve overall optimal network performance and highest security.

### **32) Civil Works, Chemical Earthing & Electrical Works**

The successful bidder will conduct a site survey and share a prerequisite document for the installation of the proposed system. ICSI will ensure the site readiness before the equipment installation.

### **33) Project Management**

- i. The successful Bidder will undertake to completely manage and maintain the said EDR/XDR End Point Detection and Response Protection software tools installed and commissioned at site for a minimum period of Three (3) years after the clearance of Final Acceptance. During the said period of undertaking, the successful Bidder will be responsible for the smooth working of the total system installed at the location under this project. This task of management of project will be termed as 'Project Management' in the rest of the document.
- ii. Successful Bidder shall depute engineer(s) and technician(s)/rigger(s) and Project manager to operate, configure, maintain and manage the said EDR/XDR End Point Detection and Response Protection software tool during the Project Management period round the clock. The successful Bidder shall ensure that all engineers are available on call so that the customer can reach them for fault rectification and other related services in case of emergency beyond office hours.

**34) Replacement:** The BIDDER is required to replace, maintain & repair any equipment under this project getting damaged or becoming non- functional.

### **35) Bidders' Responsibility:**

- i. The BIDDER shall implement the project strictly as per the plan approved by the ICSI. The implementation plan will take into consideration the following:
- ii. The BIDDER shall provide details of EDR/XDR End Point Detection and Response Protection software tools that will be incorporated in the project.

- iii. The implementation plan will be finalized during the period in which approvals & clearances will be taken.
- iv. The BIDDER shall provide the necessary technical support, Standard Operating Procedure and other information to the ICSI in implementation.
- v. The space cannot be used for any purpose other than for delivering the services as mentioned in TENDER as contracted under the Contract.
- vi. The entry and exit to the site and personnel of the BIDDER shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.

### 36) Tests

The Tests concern all the EDR/XDR End Point Detection and Response Protection software tools with systems and sub-systems against this tender.

### 37) Field Acceptance Test

Once the system is installed and operating, it shall be tested by the successful BIDDER and witnessed by the ICSI. The Test shall be carried out as per the detailed test procedure supplied by BIDDER and approved by the ICSI. Once the Tests are successfully performed, the temporary acceptance of the system will be given. Only then the system will be ready for "Test Run".

### 38) Test Run

This Test aims at keeping the complete system in operation for a period of 10 days continuously. In case of failure, the Tests will be re-started till the system operates without failure for 10 days continuously. The ICSI shall have the right to reject the complete system or part thereof in the event(s) of the acceptance Tests failing in four attempts. The "Test Run" shall be carried out after the commissioning of complete system.

Various observations and test results obtained during the various tests shall be documented and produced in the form of a report by the Bidder (after entering into the contract the bidder becomes a vendor as he is a party to the contract). LoC/NOC /acceptance will be released site wise.

If malfunctions or failure of a unit or sub-system repeats, the Test shall be terminated, and bidder shall replace the necessary components and assemblies to correct the deficiencies. Thereafter, the Test shall commence all over again from the start as mentioned above. If after this one replacement, the unit or sub-system still fails to meet the specifications, the bidder shall replace the complete unit or sub-system with the one that meets the requirements and restart the Test all over again. All costs for repair/replacement of defective unit/ component/system/sub-system shall be to Bidder's account.

## III. Terms and Conditions of the Contract:

### 1. Delivery Schedule and Duration of Contract:

- (a) Time is the essence of the Contract. The successful bidder must comply with the delivery schedule strictly as instructed/mentioned in the order.



(b) DELIVERY PERIOD:

The delivery, installation & implementation has to be completed within 90 calendar days of placement of the purchase or work order. The site readiness as per the prerequisites will be ensured by ICSI. Any delay by the tenderer after site readiness confirmation by ICSI in the delivery or installation of items shall render the tenderer liable to any or all of the sanctions viz. penalty/ invocation of Bank Guarantee / forfeiture of security deposit/ imposition of liquidated damage etc. whichever applicable.

(c) The contract period will be for Three (3) years or till the expiry of the warranty of the EDR/XDR End Point Detection and Response Protection software tool licenses (whichever is maximum). The contracted rates will remain same throughout the contract period. During the contract period no price escalation whatsoever will be allowed.

(d) This contract shall be for a period of Three (3) Years subject to evaluation of the performance on a yearly basis by the ICSI. In the event of annual review, if it is perceived by the ICSI that the firm's previous year's performance is not satisfactory, it may terminate the contract after giving one month's notice in writing on the completion of the year of service.

2. Payment of any kind whatsoever will not be made to the vendor except the one mentioned in the related work order.

3. **Extension of Contract:** The said Agreement may be extended for a further period of maximum of Three (3) Years on mutually agreed terms and conditions between the ICSI and the vendor in writing.

4. **Onsite Review Mechanisms at ICSI**

- Weekly Review Meeting (WRM) with team lead at Noida Office
- Monthly Review Meeting (MRM) with the next level to the team lead as per the escalation matrix.
- Steering Committee Meeting (SCM) with competent authority once in two months or as and when required.

5. **Issues / Request / Tickets Handling**

All reported problems will have a priority assignment as follows			
Table - Priority definition for issues reported			
Priority	Definition	Mean Time to Respond	Mean Time to Resolve
C1-Critical	More than 70% of the users are unable to use the system or any of the critical user (President/Secretary/CE/Council Member/System Administrator)	2 Hours	Within 1 (One) working day
C2-Urgent	More than 20% of users are unable to use the system or any of the critical users (limited to 5 in number including HOD) are unable to use the system	6 Hours	Within 2 (Two) working days

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up to 100

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C3-Normal	All other problems or any localized problem	8 Hours	Within 5 (Five) working days
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6. Prices quoted in the bid shall expressly be inclusive of all statutory taxes, fees, cess, duties, levies, charges and any other statutory components (net to ICSI). It should clearly indicate the base price plus all additional duty & taxes. Prices quoted in the bid shall be valid for **Three (3) years onsite comprehensive warranty, 24 hours CRT (Call Resolution Time) for 365 days including Saturdays and Sundays, off hours support, except GST which is to be shown separately.** In case the warranty is for one (1) year by default, the vendor shall quote for the support pack from the principal manufacturer, so as to validate the warranty for **Three (3) years.**
7. Payment of any kind whatsoever will not be made to the vendor except the one mentioned in the related work order/tender.
8. The Principal Manufacturer will provide a certificate of EDR/XDR End Point Detection and Response Protection software tool Licenses warranty for Three (3) years in the name of the Institute or Three (3) years license warranty information from the date of supply should be shown on the OEM website.
9. Escalation Matrix up to Three (3) levels should be provided.
10. Though the Institute prefers to deal with manufacturers/principal manufacturers directly, it may also consider the offers received through its authorized channel partners, provided the principal authorizes the said channel partner in this regard. **That a valid authorization letter from the Principal Manufacturer is to be submitted with the technical bid.**
11. The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.
12. Copyright, Intellectual Property Rights and other incidental rights:  
  
Copyright and any other intellectual property right shall vest with ICSI only. Data rights are also vested with the Institute. The vendor shall maintain the confidentiality of the same and in the event of any violation either by sharing or by transmitting or by any means including theft either in full or in part of the content / data then the vendor is liable for civil and criminal actions and liable to pay damages as determined by the Institute. The vendor shall not edit, copy, reproduce, re-print, assign, transfer to any third party, and / or use the material for itself or for any purpose, from the date of execution of the contract and after the completion of the contract. ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the vendor may come across through this Contract. The vendor shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on vendor any right or title in the intellectual property of ICSI.
13. Security Deposit/performance guarantee:

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up to 24

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- a. The successful bidder has to submit the **5% of the total value of contract** as **security deposit/performance guarantee** in form of an Account payee Demand Draft / Banker's Cheque drawn on any bank or a Bank Guarantee from any **Nationalized bank** (format enclosed as **Annexure G**) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee has to be of the equivalent amount of 5 % of the annual contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three (3) months (90 days) beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.
- b. The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.
14. The vendor will not have any direct interaction on behalf of the Institute with any third-party bidder engaged by ICSI.
15. All communications to the employees or third-party agencies engaged by ICSI would be through designated channels as directed by the Institute.
16. **Payment Terms:** Payment will be released on the basis of the following points.
- a) Payment on the supplied items shall be made after successful delivery and subsequent installation of the EDR/XDR End Point Detection and Response Protection software tool operating software along with fully operational support services and after confirmation of warranty of the licenses; duly accepted by ICSI as per the scope of work and terms of the contract. Payment will be released upon acceptance of the bills submitted duly authenticated by an authorized officer of the Institute.
- b) In case any difficulties occur of receiving support during the warranty period then Vendor will be fully responsible for comprehensive maintenance free of charge during the warranty and/or support period and in case of default, ICSI will have the right to arrange maintenance at vendor's risk and cost and responsibility. Payment of any kind whatsoever will not be made to the vendor except the one mentioned in the order.
- c) Payments shall be subject to deductions of any amount for which the vendor is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date.
- d) The vendor's request for payment shall be made to the ICSI in writing, accompanied by appropriate tax invoices including all supporting documents describing, as appropriate, delivered and accepted by ICSI.
- e) If any excess payment has been made by the ICSI due to difference in contracted price and vendor's invoice, the ICSI may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any



payment subsequently falling due to the ICSI.

**f) Payment Terms**

Sl. No.	Milestone	% of Payment to be released
1	One time charge	100% on delivery of EDR/XDR End Point Detection and Response Protection software tool licenses installation/ configuration/ commissioning/ Testing/acceptance at site.

- g) Service Provider has to sign the SLA based on the scope, terms and conditions mentioned in this tender and whenever under this tender / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Bidder, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Bidder. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Bidder or which at any time thereafter may become due to the Bidder under this or any other tender / contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Bidder shall pay the ICSI on demand the remaining balance.
- h) The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wage or whatever be the status / name) by the Bidder for the execution of work as provided under this Tender, shall not be employee / officer of the ICSI for any purpose. None of such person of the Bidder shall have any right to claim anything against the ICSI.

**17. Payment of Taxes:**

The vendor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.

**18. Penalty:**

- (a) Without prejudice to its right to terminate and other rights the ICSI shall levy Penalty at the following rates
- (i) ½ per cent of total value of contract, for each day of delay, in case of delivery within 7 days after the due date;
  - (ii) 1 per cent of total value of contract subject to a maximum of 10% of total contract, for each day of delay, in case of goods are delivered either in full or partly beyond 7 days but up to 14 days after the due

date;

- (b) Even after two (02) weeks of delay, if the vendor fails to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.
  - (c) In case of failure to supply the goods / services of the ordered quantity / specifications / quality in the time schedule and at the agreed rates, the Institute shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the successful bidder. Further, if the supplied items are not in accordance with the ordered items, then the Institute reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Institute on this account shall be adjusted from the EMD / Performance Security.
  - (d) Three (3) years on site comprehensive license warranty/support of EDR/XDR End Point Detection and Response Protection software tool with response time of 2 hours call attending support after lodging the complaint has to be provided and failure to do so will attract penalty of Rs.500/- per hour in case of default after 24 hours. The issue must be resolved within 24 hours of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied. These penalties will be deducted from the Bank Guarantee/Security Deposits/etc. of the vendor.
19. In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning, and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.
20. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate the loss caused to ICSI and to pay damages. The Institute shall have the right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. The decision of the Institute in this respect shall be final & binding.
21. The vendor shall be liable for accident, injury, losses due to any accident or negligence of their staff/workers and shall also be liable to incur all the expenses in consequence thereof and the Institute is in no way responsible for any damage arising out of this tender/contract.
22. **Warranty and support of all EDR/XDR End Point Detection and Response Protection software tool licenses supplied by the Service Provider.**

The Warranty shall be:

- a. On-site, comprehensive and BACK-TO-BACK from OEM for a period of Three (3) years. The Service Provider will have to provide a back-to-back licenses warranty certificate.
- b. Advanced upgradation/patching of software.
- c. Software/firmware updates and upgrades at no cost to the ICSI.
- d. L3 support from OEM/ Service Provider Support Team.
- e. On-site support from Service Provider for day-to-day operational issues as and when arises.
- f. Periodic preventive maintenance/Physical Verification of EDR/XDR End Point Detection and Response Protection software tool, once in quarter.

23. **Training:** The bidder shall impart the training to the ICSI officials/FMS resources during installation of EDR/XDR End Point Detection and Response Protection software tool at respective locations. The training should include, explaining all the features and capabilities, Trouble shooting and routine maintenance of the AV software tool mention in the TENDER.

#### IV. GENERAL:

1. **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
2. **ICSI has sole discretion to decide on quantity for any increase/decrease/removal as per requirements during award of the contract with advance intimation to service provider.**
3. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.
4. **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
5. **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
  - i. The place of the arbitration shall be at, New Delhi.
  - ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
  - iii. The proceedings of arbitration shall be in English language.



- iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
- v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
6. **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
7. **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder.
- fails to honour his bid without sufficient grounds or found guilty for breach of condition/s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
  - Giving false, misleading or fake information/ document in the bid;
  - Withdrawing the bid after opening of the Financial bids;
  - Refusal to accept Purchase/ Work Order at the quoted prices;
  - Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
  - Adoption of any unethical or illegal practices;
  - Any other justified reason.
8. **Confidentiality:**
- i. The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
  - ii. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
9. **Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest/ obligations under this contract to any other concern / individual without the prior written consent of the ICSI.

10. **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

11. **Compensation:** In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct or deficiency of Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have the right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. The decision of the Institute in this respect shall be final & binding.

## 12. Defect Liability Period

The defect liability period is one year from the date of supply of items. During this defect liability period if any defects found /pointed out in material installed /workmanship/Services, the work is to be rectified/the material to be replaced free of cost by the Successful bidder and its Channel Partner. In case of delay in attending the defects pointed out within 7 days from the date of intimation, the work will be carried out by the Institute/ ICSI at the risk and cost of the Contractor and its channel partner. The total financial implication for rectification of the defective work will be recovered from the security deposit.

## 13. TERMINATION

The ICSI without prejudice to its right to price adjustment by way of discount or any other right or remedy available to ICSI, ICSI may terminate the Contact or any part thereof by a Witten notice to the vendor if:

- i. The vendor fails to comply with any material terms of the work order.
- ii. The vendor fails to deliver the material(s) or any part thereof within the stipulated Delivery Period and or to replace/rectify any rejected or defective material(s) promptly.
- iii. The vendor becomes bankrupt or goes into liquidation.
- iv. The vendor has misrepresented ICSI acting on which misrepresentation ICSI has placed the Purchase order on the vendor. The ICSI, without prejudice to any other remedy, reserves the right to terminate the agreement as a whole or in part by giving One (1) month notice in writing.
- v. Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other bidder for carrying out the remaining work and the expenditure incurred on same shall be recovered from the Service Provider.
- vi. Either party may terminate this Agreement by giving a Three (3) months' notice in writing to the other party for termination of agreement.
- vii. The ICSI without prejudice to any other remedy, reserves the right to terminate

the agreement in whole or in part by giving Three (3) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than Three (3) penalties on the Service Provider in any month.

- viii. The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any money or balances, which may be in their hands owing to a dispute between itself and the Service Provider.

14. **Force Majeure**

- a) For the purpose of this Article, Force "Majeure" means any cause, which is beyond the control of successful bidder or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as: -
- War / hostilities
  - Riot or civil commotion
  - Earth Quake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
  - Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- b) If a Force Majeure situation arises, the successful bidder is required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to fulfil its obligations under this order as it is reasonably practical and shall seek all reasonable alternative means for performance of this order.

15. **Indemnity:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement bidder or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or



damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement bidder or government authority, the successful bidder would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves the right to take legal recourse as permitted under the law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible for making good the loss. The ICSI shall have the right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. The decision of the ICSI in this respect shall be final & binding on the vendor.

16. The services indicated in Part "C" (Financial Bid) are tentative and may be increased / decreased/ Remove the quantity/locations at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications related to technical scope, Shri A K Rath, Joint Secretary, Directorate of Information Technology, ICSI. Tel. No.: 0120-4522018 Email Id: [asit.rath@icsi.edu](mailto:asit.rath@icsi.edu) may be contacted. For any other details / clarifications, Shri Praveen Kumar Ojha, Executive Directorate of Purchase, ICSI Tel. No: 0120-4082140 Email ID: [Praveen.ojha@icsi.edu](mailto:Praveen.ojha@icsi.edu) may be contacted.

Date: August 29, 2025

  
(S.K.Sharma)  
Director (Purchase & Stores)  
Email: [S.Sharma@icsi.edu](mailto:S.Sharma@icsi.edu)  
Phone: 0120-4082109

(Annexure A)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003  
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/IT/Anti-Virus (EDR/XDR)/2025-26/112

August 29, 2025

Sub: Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tool, Latest Version and Annual Onsite Comprehensive Maintenance Support.

PART 'B': TECHNICAL BID  
Form I: PARTICULARS OF BIDDER

(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

1. Name of the bidder  
(a) Trade Name \_\_\_\_\_  
(b) Status of the Bidder \_\_\_\_\_  
(Limited Co. / Pvt. Ltd.)  
(Enclose self-attested copy of document)
- (c) Name of CEO/Directors \_\_\_\_\_
2. Postal Address \_\_\_\_\_  
(Including India office) \_\_\_\_\_
3. Telephone No./ Mobile No. for communication. \_\_\_\_\_
4. (a) E-mail-id (mandatory) \_\_\_\_\_
5. Website address (if available) \_\_\_\_\_
6. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.  
(a) Tender Fees - \_\_\_\_\_  
(b) EMD \_\_\_\_\_
- (c) MSME/NSIC Regn. No. (if applicable) & its valid period \_\_\_\_\_  
attested certificate photocopy) (Enclose self-
7. Name of the Banker, Branch Name, A/c No. and IFS  
Code(for e-payment purpose) \_\_\_\_\_
8. PAN (Enclose self-attested photocopy) \_\_\_\_\_
9. GSTIN Code (Enclose self-attested photocopy) \_\_\_\_\_
10. Trade License/Business License/CIN (if  
applicable)(Enclose self-attested photocopy) \_\_\_\_\_
11. Lab. License/EPF/ESIC Reg. No. (if applicable) \_\_\_\_\_  
(Enclose self-attested photocopy)
12. Any other Relevant Information \_\_\_\_\_  
(e.g. Number of Years of Experience in similar line of business / Turnover for last financial year)

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No. \_\_\_\_\_. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for "\_\_\_\_\_" (name of the work or supply) as per Financial Bid (Part 'C').

Date \_\_\_\_\_

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Signature \_\_\_\_\_

(Authorized signatory of the  
bidder) Name of the bidder \_\_\_\_\_

Official seal of bidder \_\_\_\_\_

- **NOTE:** Please submit all supporting documents (self-attested photocopies) wherever applicable in support of the information furnished above with seal and signature of the bidder's authorized representative.

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*W. J. Lee*

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ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003  
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/IT/Anti-Virus (EDR/XDR)/2025-26/112

August 29, 2025

Sub: Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tool, Latest Version and Annual Onsite Comprehensive Maintenance Support.

**Form II(a): TECHNICAL DETAILS**

S. No.	Particulars	Response
1.	List of existing clients to whom EDR/XDR End Point Detection and Response Protection software tool supplied and giving service under Warranty in last 1 year with details of company, value of business, concerned person name & their telephone no. (Please attach full details)	
2.	A) List of existing sites being maintained as per following: Name of the Company/Type of EDR/XDR End Point Detection and Response Protection software tool maintained. B) Please indicate the Software principal/s brands, the bidder represents and bidders' level of association.	
3.	Please indicate in full the following details: A) Manpower available – Technical & Non-technical Number and name of the personnel who can provide Antivirus software support and do trouble shooting. B) "Provide Escalation Matrix up to Director/CEO of the firm". C) Duly signed and stamped at each page Tender document submitted	
4.	OEM Authorization letter/Certificate from OEM as an Authorized Dealer/Partner to be attached from OEM along with Bid specific.	
5.	Brochure of the product with detailed specifications.	

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003  
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Tender No.: ICSI/IT/Anti-Virus (EDR/XDR)/2025-26/112

August 29, 2025

**Sub: Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tool, Latest Version and Annual Onsite Comprehensive Maintenance Support.**

**Form II(b): Eligibility Criteria Details**

S.No	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 or under any other relevant legal provision in any other Country and should have been operating in India and must have their operating office in India. Please enclose self-attested copy of Certificate of Incorporation, copy of Memorandum of Association (MOA) and Article of Association (AOA) or any other relevant document of incorporation and proof of having office in India.		
2.	Average Annual Turnover immediately preceding three consecutive financial years ended as on 31.03.2025 must not be less than Rs.1 (One) crore. (Please attach copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31st March, 2025 of the bidding firm in support of the bidder's submission).		
3.	The bidder should have experience in the last three (3) years in similar kinds of projects (EDR/XDR End Point Detection and Response Protection software tools). Submit the documents as proof (at least one PO/WO which is within 3 years before bid submission date).		
4.	The bidder should have at least two clients, out of that one must be from business house/Central Government/State Government/Public Sector organizations /PSU/Autonomous Bodies/ Statutory Bodies with whom similar EDR/XDR End Point Detection and Response Protection software Solution contract has been executed in immediately preceding Three (3) years ended as on 31st March 2025. Please enclose a copy of work order, contract document, award letters, agreement etc. or any other relevant document (Please also provide name and contact details of the concerned officials of the respective clients).		

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5.	The authorization letter/Certificate from the Principal Manufacturer as an Authorized Dealer/Partner to participate in this tender which includes the tender number.		
6.	Submission of Tender Fee		
7.	Submission of EMD		
8.	PAN (Enclose self-attested photocopy)		
9.	GSTIN Code (Enclose self-attested photocopy)		
10.	The proposed solution should be in the Leaders Quadrant of the Gartner EDR/XDR End Point Detection and Response Protection software tools Platform for the last 2 years. Provide supporting documents.		
11.	OEM should have support Centre in India. Provide supporting documents.		
12.	The quoted OEM for EDR/XDR End Point Detection and Response Protection software tools should have presence in India from more than Three (3) years. Provide supporting documents.		
13.	Escalation Matrix up to Three (3) levels should be provided. Please enclose the declaration from Authorized Signatory on the Bidder's Business Letter Head.		
14.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. Please enclose the declaration from Authorized Signatory on the Bidder's Business Letter Head.		
15.	Bidder should not have been blacklisted by any Firm/Organization/School/ Board/ University / Institution, or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past Five (5) years or in the process of being declared bankrupt / insolvent before any designated authority. Please enclose the declaration from		

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*Handwritten signature/initials*

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	Authorized Signatory on the Bidder's Business Letter Head.		
16.	The bidder must have a valid (as on the date of submission of the bid) ISO 9001:2008 /9001:2015 Equivalent certificate for quality and ISO 27001:2005 Equivalent certificate for Data Security. (Please attach valid supporting documents).		
17.	A self-certified letter by the designated official of the responding firm for taking the responsibility of all kinds of Comprehensive onsite Warranty, Maintenance and Support of Endpoint Protection Antivirus software etc. specified in this project for a period of <b>Three (3) years</b> .		
18.	The bidder/OEM must have 24x7 service support center TAC resources based in India to support operational issues. These resources must be full-time, OEM-badged employees.		
19.	The bidders must have experience of supplying EDR/XDR End Point Detection and Response Protection software tools, not less than 500 licenses/nodes, to organizations at a time. Please attach self-attested copy of work order/completion certificate in support of the bidder's submission.		
20.	The bidder should be a profit-making company for the immediately preceding Three (3) financial years and its net worth should be positive during this period.		

**NOTE: Please submit all the documentary evidence in support of the above conditions. If any of the above eligibility criteria is not fulfilled and not supported by documentary evidence as per the prescribed format, the bid will be summarily rejected.**

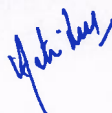
**NOTE:**

- i. Each and every page of the tender document has to be signed and stamped by the bidder.
- ii. Conditional bids will be summarily rejected.

Name and Signature of Bidder  
with office Seal

## TECHNCIAL SPECIFICATIONS OF XDR CLOUD ENDPOINT PROTECTION ANTIVIRUS SOFTWARE TOOL

Technical Specifications for XDR Cloud Solution for Endpoint and Server Protection for 600 nodes (60 Servers/ 540 Endpoints)			
S.NO	Descriptions	Comply (Yes/No)	Remarks
1	The proposed solution should be deployed as a SaaS offering, where the vendor hosts the management infrastructure in the cloud and is responsible for operational monitoring and upgrades.		
2	The proposed solution must be hosted in a MeitY-empaneled data center located in India, and no endpoint data, including telemetry, should be transmitted outside the country.		
3	The proposed solution should be in the Leaders Quadrant of Gartner End Point Protection Platform for the last 2 years.		
4	The proposed solution provider (OEM) must be an active participant in the MITRE ATT&CK evaluations.		
	<b>Management Console</b>		
5	The proposed solution should offer a unified, web-based console for all functionalities, allowing authorized administrators to access the management interface without the need to install any additional software.		
6	The proposed solution should include a native, customizable console that enables grouping of endpoints by distributed sites or departments. It must support multi-tenancy to ensure separation of user roles, notifications, dashboards, reports, and event data. Additionally, the solution should allow the creation of specific rules and policies for each group, support hierarchical policy inheritance and offer the flexibility to override inherited policies when needed.		
7	The proposed solution must support role-based access controls for the management console, allowing customized views based on user roles. Administrators should be restricted to their respective departments and should not have visibility into events or data from other departments.		
8	The solution must have an integrated knowledge base and documentation accessible directly within the management console, without requiring a separate login or access to another system.		







9	The proposed solution should offer API access to all management functionalities and data. The APIs must be well-documented, readily available at no additional cost, and should not require any extra applications or hardware. The solution should also support the ability to execute APIs directly on console data without limitations, enabling quick and efficient access		
10	The proposed solution should offer an intuitive, easy-to-navigate console. It must enforce protection across Windows, macOS, and Linux using a single unified policy, without the need to create separate policies for each operating system.		
11	The proposed solution must support multi-factor authentication (MFA) and single sign-on (SSO) for accessing the management console and sensitive functions, such as full remote shell access.		
12	The proposed solution should maintain audit logs covering user access, configuration changes, and other modifications, and must provide the option to export these logs in CSV format.		
	<b>Endpoint Agent Capabilities</b>		
13	The endpoint agent must deliver both Endpoint Protection (EPP) and Endpoint Detection & Response (EDR) capabilities within a single agent, eliminating the need to install multiple software packages. Additionally, all other security features—such as host firewall, application blocking, device control & real-time analysis —should be accessible through this single agent.		
14	The proposed solution should include robust anti-tamper protection to prevent end users from removing, disabling, or modifying the product in any way. It should also offer the ability to control tamper protection for Windows Shadow Copies, ensuring they cannot be deleted or resized.		
15	The endpoint agent must support on-demand scans, initiated either from the management console or directly from the endpoint, to detect malware or verify that a threat has been successfully remediated.		
16	The proposed solution should provide the capability to upgrade agents—both immediately and on a scheduled basis—directly from the endpoint security management console. It must also support the configuration of maintenance windows for agent upgrades.		
17	The proposed solution must allow temporary disabling of the endpoint agent through the management console for troubleshooting or testing purposes.		
18	The proposed solution should include a feature to automatically decommission outdated agents that have not communicated with the management server for a configurable period of time. It must also allow administrators to define this time period at the group, scope, and account levels.		

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19	The proposed solution must support the remote uninstallation of the endpoint agent via the integrated security management console. Additionally, it should allow administrators to initiate a local uninstallation using a passphrase that is unique to each endpoint, ensuring that removal is controlled and authorized.		
20	The solution must allow administrators to send custom messages to multiple agents from the management console, and the agent must support displaying these customized alert messages on managed endpoints.		
21	The Deployed agents must be capable of communicating with the central management server through a web proxy.		
22	The solution must allow administrators to remotely shut down and restart endpoints directly from the management console.		
23	The agent must support multiple operating systems -Windows, Linux & Mac		
24	The solution must offer a Linux agent that runs entirely in user space to prevent kernel panics and tainted kernels, which could void support.		
	<b>Threat Prevention</b>		
25	The proposed solution should help investigate and respond to threats on endpoints by keeping detailed records of system activities. This helps security teams quickly understand what happened during an attack. The solution should also have tools for adding custom threat detection.		
27	The proposed solution's agent must include built-in AI/ML detection to identify malicious files without relying on traditional signature-based methods, both before execution and during runtime.		
28	The proposed solution must be capable of protecting the system against both known and unknown malware		
29	The proposed solution should ensure that files are scanned for infections during both reading and writing operations.		
30	The solution should effectively defend against sophisticated attacks by analyzing endpoint behaviors and using signature-less detection technology during file writes operations.		
31	The proposed solution must protect endpoints from malware even when the endpoint is offline or not connected to the management server. The agent should be fully autonomous, capable of detecting and responding in real-time to advanced threats—such as zero-day exploits, file-less attacks, ransomware, miners, lateral movement, and APTs—without relying on the management server, cloud, or any external resources.		

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32	The solution must feature advanced machine learning-based behavior anomaly detection and remediation. It should analyze large volumes of system events, tasks, processes, memory contents, and files/data, zero-day exploits and vulnerabilities. The solution must be capable of blocking new malware variants and specially crafted malware used in targeted attacks. This protection mechanism must operate entirely independently of signature-based detection.		
33	The proposed solution should have the capability to detect and protect against dormant threats.		
34	The proposed solution should protect endpoints from malicious documents and scripts and offer configurable options to clean macros from files across different hierarchical groups.		
35	The proposed solution should monitor and protect the system against lateral movement and insider threats.		
36	The proposed solution should provide the ability to safely download malicious or quarantined files from the management console.		
37	The solution must automatically correlate threat alerts across the enterprise when they are related to the same attack.		
<b>Response &amp; Remediation Capabilities</b>			
38	The proposed solution should provide mapping of all the detections as per MITRE ATT&CK framework & must be capable of accurately identifying the origin of an attack.		
40	The proposed solution must display the confidence level assigned to each machine learning-based detection, indicating the likelihood or predictiveness of the identified threat.		
41	The proposed solution should be able to identify all the endpoints and servers that are infected with the same threat and display the entire threat attack lifecycle in a single view.		
42	The proposed solution should offer the ability to assess the current (real-time) state of devices across all operating systems (Mac, Windows, and Linux) without being limited to a predefined set of commands, using a built-in full remote shell capability. This remote shell must be protected by multi-factor authentication (MFA) and all remote shell activity should be available as an audit log transcript within the central management console.		



43	<p>The proposed solution must offer advanced response capabilities, including the following:</p> <ol style="list-style-type: none"> <li>1. Kill process</li> <li>2. Isolate device</li> <li>3. Block process</li> <li>4. Remediation</li> <li>5. System Rollback for windows.</li> <li>6. Send broadcast message</li> <li>7. Fetch Logs</li> <li>8. File Quarantine</li> </ol>		
44	The proposed solution must support data restoration following cybersecurity incidents, including ransomware attacks, by recovering deleted or encrypted files to their original state on all Windows-based systems. Restoration should be possible through both manual and automated processes, executed exclusively via the management console without the use of scripts or third-party tools. This protection must not be limited to specific ransomware behaviors or known variants.		
45	The proposed solution should have the ability to lock down/isolate a computer (prevent all communication) except with management server.		
46	The proposed solution should provide malware and process graphs for malicious or suspicious executions. It should correlate all associated tactics and techniques, offering detailed insights into the attack along with the associated telemetry data.		
47	The proposed solution should alert on both suspicious and malicious threat behavior.		
48	The proposed solution should have ability to kill an offending process.		
49	The proposed solution should be able to un-quarantine a file from the management interface or API.		
50	The proposed solution should have the capability to undo all operating system changes and perform necessary corrective actions. It should also be able to reverse any system-level modifications related to the attack, such as registry edits and configuration changes.		
51	The proposed solution must have the capability to identify and display the parent process that loaded or launched a suspicious file.		
52	The Proposed solution should provide a mechanism to take remedial actions on multiple systems at once.		
53	The proposed solution should provide options to add notes and update the status of an issue or event (e.g., resolved, in progress, unresolved). It should also allow analysts to assign a verdict, such as true positive or false positive.		

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54	<p>The Solution should provide search capabilities at least for the following:</p> <p><b>File and Host Data:</b>  Files  Hostnames  Operating System  File name  Creation date  Modification date  Hashes (MD5, SHA1, SHA256)  Registry information  File path</p> <p><b>Network Data:</b>  URL  IP address  Port traffic and/or traffic source</p> <p><b>Process Data:</b> Process ID (PID), Parent process, Process start time, Process command line, Process name, Running processes, Process with PID after relinking, Processes associated with a threat ID</p> <p><b>Scheduled Tasks:</b> Search scheduled tasks by name, Search scheduled tasks by file path</p>		
55	<p>The solution must provide the option to search for MITRE ATT&amp;CK Indicator for below mentioned instances (not limited to) in a single string</p> <p>Initial Access  Credential Access  Discovery  Lateral Movement  Collection  Command &amp; Control  Exfiltration  Impact  Indicators</p>		
56	<p>The proposed solution should be capable of collecting endpoint, file, process, user activity, and network traffic data in a fully self-sustained manner, eliminating the need for manual rule or policy configuration and without relying on additional physical devices.</p>		
57	<p>The solution should provide the capability to identify and suppress false positives from within the management console to prevent unnecessary alerts or actions.</p>		

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58	The proposed solution should provide granular control over telemetry for all endpoints, including the ability to define which data is exported.		
	<b>Policy &amp; Installation</b>		
59	The tool should enable the inheritance of policies across different levels of the environment, including account-wide, scoped segments, sites and specific groups of devices.		
60	The solution should have the option to provide dynamic policy assignment based on device attributes.		
61	The solution must support automatic placement of devices into designated device groups at the time of installation.		
62	The policy framework should provide configurable options to activate or deactivate specific engines, either individually or by engine type (e.g., Pre-Execution, Run-Time) & any modifications to policies should be propagated and enforced with minimal delay, ideally in near real time.		
63	The product should provide option to add a curated list of commonly recognized or vendor-recommended exclusions to streamline configuration.		
64	The solution should provide administrators with the ability to configure policy exclusions through the management console at multiple hierarchy levels such as account-wide, specific scopes, or device groups.		
65	The solution should support highly granular exclusion settings to ensure minimal exceptions are made, preserving security while enabling necessary interoperability.		
66	The solution shall allow administrators to configure exclusions to independently suppress alerts associated with file-based machine learning and behavioral engines.		
67	The solution should allow administrators to configure exclusions targeting specific file paths or single executables to resolve interoperability challenges, including options to reduce monitoring of parent processes and their child processes.		
68	The solution shall allow administrators to define exclusions in the management console by specifying Hash, Path, Certificate or Signer ID, and File Type.		
	<b>Device &amp; Network Discovery</b>		
69	The proposed solution should automatically discover IoT devices on the network without requiring additional hardware such as sensors or sniffers & must offer flexibility to limit discovery to designated networks only.		
70	The solution should also support device searches based on device class, including Video, Mobile, Printer, Infrastructure, Server, Workstation, IP Phone, Storage, and Virtual Machine.		

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71	The proposed solution must be capable of identifying rogue devices and enforcing appropriate policies, such as isolating them from the network or deploying security agents to minimize the attack surface.		
72	The proposed solution must offer an inventory of software and applications within the environment and detect unpatched third-party applications that may contain vulnerabilities & must provide an option to export the vulnerabilities.		
	<b>Host Based Firewall</b>		
73	The proposed solution must support host-based firewall functionality across Windows, Linux, and macOS, allowing the use of a single, unified firewall rule.		
74	The firewall control policy should offer context-specific configurations for each group of endpoints and support FQDNs, IP addresses, CIDR notation, and IP ranges		
75	Firewall rules should be location-aware, enabling the application of different policies based on whether the device is on or off the corporate network.		
	<b>EcoSystem Integrations</b>		
76	The proposed solution must have the capability to Integrate with Active Directory.		
77	The proposed solution must natively transmit event logs using Syslog, supporting formats such as CEF, CEF2, RFC-5424, STIX, and IOC. It should also provide SSL encryption and X.509 certificate-based authentication for secure Syslog transport.		
78	The proposed solution should provide a listing of third-party applications that can be integrated via API to enable unified prevention, detection, and response across your ecosystem, delivering rapid time to value.		
79	The proposed solution must support BYOD (Bring Your Own Data) for ingesting up to 10 GB of data per day from multiple sources, without restricting ingestion to a predefined list of applications within the solution's data lake. Furthermore, the solution should be scalable to accommodate future data growth.		
80	The proposed solution shall retain integrated third-party data for a minimum period of 180 days, in alignment with the retention policy governing EDR telemetry data.		
	<b>Dashboards &amp; Reporting</b>		
81	The solution must provide a dashboard that highlights critical, high-severity alerts, top high-value or critical assets with alerts, agents requiring attention and alerts categorized by malware classification.		
82	The proposed solution should have an option to export data that can be used by 3rd party reporting tools.		

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83	The proposed solution must include built-in and customizable dashboards and reporting capabilities, configurable by scope, site, group, and user.		
84	The solution should be capable of reporting and exporting all known vulnerabilities in the programs installed on an endpoint.		
85	The proposed solution should provide granular control over telemetry for all endpoints, including the ability to define which data is exported.		
	<b>AI Analyst</b>		
86	The proposed solution must enable analysts to conduct threat hunting using natural language queries to enhance ease of use and efficiency.		
87	The proposed solution should include prebuilt natural language query templates to speed up investigations.		
88	The proposed solution must automatically generate natural language summaries of hunting results and security events to enable rapid analysis.		
89	The proposed solution shall provide AI-driven recommendations to guide further investigation based on identified threats and anomalies.		
90	The proposed solution must provide self-documenting investigation notes to enhance security operations, collaboration, and compliance. a) It should ensure that all investigative actions are logged and traceable, maintaining a verifiable security workflow. b) It must enable security teams to share investigation findings seamlessly among analysts and stakeholders. c) It must allow security teams to retain and build upon previous investigations, thereby improving the efficiency of future threat hunting.		
91	The proposed solution must offer interactive support capabilities to improve user experience and troubleshooting efficiency. a) It must enable users to ask support questions in real time for prompt troubleshooting and guidance. b) It must generate concise summaries by aggregating relevant information from multiple support documents.		
92	The proposed solution must enable security analysts to query both EDR and third-party logs—such as Microsoft Office 365, Fortinet FortiGate, Palo Alto Networks Firewall, Zscaler Internet Access, and others—using natural language for intuitive and efficient investigations.		
93	The proposed solution shall facilitate analysts in conducting threat hunting and investigations through natural language queries,		

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	supporting multiple languages including, but not limited to, English, Hindi, and Tamil.		
	<b>Support &amp; Services</b>		
94	The OEM must have TAC resources based in India to support operational issues. These resources must be full-time, OEM-badged employees.		
95	The solution should offer an Incident Response (IR) retainer as an optional service when required by customer.		
96	The proposed OEM or partner should provide services to support the deployment and configuration of the solution.		
97	The proposed solution must provide 24x7x365 support, including follow-the-sun coverage for Severity 1 and Severity 2 issues.		
98	The OEM/bidder should offer optional web-based/on-demand training as well as Live, in-person sessions.		

**Form III: Tender acceptance letter to be printed on the business letterhead of the bidder and to be submitted with the Technical Bid.**

To  
The Secretary  
Institute of Company Secretaries of India  
(ICSI) ICSI House,  
C – 36,  
Sector 62, Noida-201309

Sir,  
This is with reference to the Tender No.: ICSI/IT/Anti-Virus (EDR/XDR)/2025-26/112 dated  
**August 29, 2025**  
due on **September 19, 2025**. We are interested in participating in the Tender.

We declare that:

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- iii) We accept and agree to all the terms and conditions of the quotation / tender;
- iv) We shall comply with all the terms and conditions of the quotation / tender;
- v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.
- vi) We understand that ICSI reserves the right to cancel the quotation / tender at any stage or cancel / reject any one or more bid without incurring any liability.
- vii) The duly signed copies of all the tender pages are attached herewith.

Date:

Name and Signature of Bidder  
with office Seal









(Annexure D)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003  
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/IT/Anti-Virus (EDR/XDR)/2025-26/112

August 29, 2025

Sub: Tender for Supply, Installation & Commissioning of EDR/XDR End Point Detection and Response Protection software tool, Latest Version and Annual Onsite Comprehensive Maintenance Support.

**PART 'C' FINANCIAL BID**

The bidder has to quote rate inclusive of all i.e. cost of software, cost of manpower, tools and tackles, consumables, enabling services or any other arrangement required to be available for Supply, Installation, Testing and Commissioning (SITC) as Onetime Charges for all EDR/XDR End Point Detection and Response Protection software tool licenses for Three (3) years onsite comprehensive Warranty Support.

(Figure in Rs.)

Item/Specification	Proposed Make, Model, of the Endpoint Protection Antivirus Software licenses all details	Qty. (a)*	UNIT PRICE (all-inclusive except of GST) (b)	Price of license Quantity wise (c) = a*b	GST (d =c *GST%)	TOTAL Price (Including all Taxes) (e= c+d)
Applicable for all EDR/XDR End Point Detection and Response Protection software tool 600 (60 Servers and 540 End Points) licenses supplied by the bidder-- Warranty – Three (3) years On-site comprehensive warranty with 24x7x365 remote Software support and dedicated Technical Account manager. Post installation, 3-years product warranty should reflect in the support web site of the OEM. Three (3) Years of Round the clock support bundle with 24x7x365 days TAC support, software updates, firmware and subscription update support. Technical Specifications mentioned as per Annexure T.		60 Servers				
		540 Endpoints				
Grand Total Amount						

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Grand Total Amount with (in Words) -----

HSN Code -----

**Bidders are requested to note the following:**

1. All the details must be provided as per format.
2. All the rates must be quoted in INR.
3. L1 would be determined on the basis of the Grand Total Amount of the Endpoint Protected Antivirus Software Licenses for Three (3) years.
4. Conditional commercial bids would be rejected.
5. Bidder has to clearly specify the make & model along with datasheet.
6. ICSI reserves the right to negotiate with L1 bidder based on L1 rates quoted against each line item by other bidders.
7. The Bidder has to mention the HSN Code of above item(s)

\*Quantity may vary during the contract period and the payment shall be made proportionally.

Date:

Name and Signature of Bidder  
with office Seal

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## Standard terms and condition of Service Level Agreement

This Agreement dated \_\_\_\_\_ is made by and between M/s \_\_\_\_\_, a company incorporated under the Companies Act 2013, with its registered office located at \_\_\_\_\_ and with its corporate office located at \_\_\_\_\_ through Shri \_\_\_\_\_, duly authorized by the Board resolution dated \_\_\_\_\_ (hereinafter appropriately referred to as "Supplier" which term shall include its successors and permitted assigns), of the **One Part**

And

**The Institute of Company Secretaries of India, a Statutory body constituted under the Company Secretaries Act, 1980** having its head office at ICSI House, 22, Institutional Area, New Delhi – 110003 hereinafter referred to as "ICSI" which term shall include in its successors and permitted assigns of the **OTHER PART**.

## WHEREAS:

- A. ICSI, a Statutory Body under an Act of Parliament and its ICSI NOIDA Office situated at C-36, Sector-62, NOIDA. The work includes Designing, Supply, Installation, Configuration and Maintenance of the **EDR/XDR End Point Detection and Response Protection software tool Licenses** for a period starting from \_\_\_\_\_ till \_\_\_\_\_.
- B. Supplier is an authorized distributor and Supplier for **EDR/XDR End Point Detection and Response Protection software tool Licenses (hereinafter referred as Product)** of "\_\_\_\_\_" (OEM), and Supplier is willing to provide ICSI with the post installation support and warranty services in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises set forth below, and in the attachments hereto which form an integral part of this Agreement, the Parties hereby agree to the following:

## 1. DEFINITIONS

- 1.1. **ICSI Equipment** shall mean any and all hardware and software owned, leased or rented by ICSI and which is provided to the Supplier under this Agreement but coexists together with the Equipment with which they operate in tandem or in isolation.
- 1.2. **ICSI Premises** shall mean the site or sites designated by the ICSI where the **EDR/XDR End Point Detection and Response Protection software tool Licenses** (hereinafter referred to as "Product") are installed including areas to access the Supplier's installed software/product.
- 1.3. **Normal Office Hours** shall mean the working hours on any working day of the Supplier which shall be between 9.00 A.M to 6.00 P.M on Monday to Saturday.
- 1.4. **Service Activation Date** shall be the date when Supplier installs and commissions **EDR/XDR End Point Detection and Response Protection software tool Licenses** at ICSI site.

## 2. Scope of Agreement

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- 1) Supply, Installation, configurations, testing & Commissioning of 600 (60 Servers and 540 Endpoints) licenses of EDR/XDR End Point Detection and Response Protection software tools in the Institute. The implementation in all aspects would include installation, configuration, creation of rules & policies, etc. with 24x7x365 support for a period of Three (3) Years.
- 2) The bidder should study the existing setup, device, platform and the configurations etc. in detail and then quote the model of the EDR/XDR End Point Detection and Response Protection software tools such that it is compatible with the existing set up. The vendor would be responsible for the integration of these EDR/XDR End Point Detection and Response Protection software tools to be implemented in the ICSI with the devices like Desktops/Laptops/Mobile/portable devices, servers, etc. in coordination with the existing FMS Service vendors.
- 3) The successful bidder/tenderer will sign a Service Level Agreement (SLA) with the ICSI on the comprehensive onsite maintenance of the EDR/XDR End Point Detection and Response Protection software tool for a period of Three (3) years from the date of the acceptance of the same on the basis of the terms of tender and work order within Thirty (30) days of signing the work order. Standard terms and conditions of Service Level Agreement are at Annexure S.
- 4) **Onsite Maintenance Support:** Service provider has to ensure the services are intact at site, in case any issue or complaint is logged by ICSI service provider must align its technical resources at site (ICSI C-36, Sector-62, NOIDA) to resolve the issues in coordination with OEM support team as and when required.
- 5) The bidder will have the responsibility for all kinds of maintenance/support/patching/upgradations of EDR/XDR End Point Detection and Response Protection software tools specified in this tender for a period of Three (3) years.
- 6) The minimum technical specifications of EDR/XDR End Point Detection and Response Protection software tools are mentioned in this tender. Bidder can offer higher specification products.
- 7) The selected Bidder must upgrade the EDR/XDR End Point Detection and Response Protection software tools firmware / software / Patches regularly. The same may be carried out automatically through the connectivity being provided as a part of the service without any extra cost to ICSI.
- 8) The L2 Support will be from the Bidder side and should have knowledge of the services and technical support to resolve the issues in a timely manner. The service provider will be completely responsible for SLA & Contract compliance and ensure smooth services without any discrepancy during the contract.
- 9) Vendor will be fully responsible for comprehensive maintenance free of charge during the warranty and/or support period and in case of default, ICSI will have the right to arrange maintenance at vendor's risk and cost.
- 10) Service Provider will give technical support to resolve the issue either on site or Remote support as and when call logged with firm.
- 11) The service provider should ensure that the issue should be resolved within a time bound as said above by its technical resource or by OEM.
- 12) The Service provider should configure the EDR/XDR End Point Detection and Response Protection software tool in The Institute as per its requirement and auto upgradation of latest patches from OEM at all machines.
- 13) The Service provider should do the reconfiguration of EDR/XDR End Point Detection and Response Protection software tools as per the requirement time to time.

- 14) The Service provider should provide training and knowledge sharing to the FMS Engineer of ICSI from time to time.
- 15) The Service provider should configure auto email alerts of daily reports to concern IT officials.
- 16) The service provider should arrange the customized EDR/XDR End Point Detection and Response Protection software reports of all nodes as and when required as desired by ICSI.
- 17) In case of any work for which there is no specification given in the Tender document but the same is essential for the job / work related to EDR/XDR End Point Detection and Response Protection software tool of mentioned in Tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.
- 18) Three (3) years on site comprehensive license warranty/support of EDR/XDR End Point Detection and Response Protection software tool with response time of 2 hours call attending support after lodging the complaint has to be provided and failure to do so will attract penalty of Rs.500/- per hour in case of default after 24 hours. The issue must be resolved within 24 hours of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied. These penalties will be deducted from the Bank Guarantee/Security Deposits/etc. of the vendor.
- 19) The proposed Solution should be a complete Endpoint Protection and supplied with latest stable version.
- 20) The proposed solution should enable updating or upgrading the Endpoint client/Agent while ensuring this approach uses minimal bandwidth.
- 21) The proposed Solution agent should have provision to get updated from WAN/cloud.
- 22) The proposed Solution should facilitate the Enabling/Disabling /modification of policy which should be managed from central console.
- 23) The antivirus software should be configurable with auto update of virus signatures.
- 24) The proposed solution must have Zero Day attack /Exploit Protection.
- 25) The Proposed Solution should have Anti Malware File Scanning, Live Protection, IPS/ Anti-exploit protection.
- 26) The Proposed Solution should have Tamper Protection feature that prevents unauthorized users and certain types of known malware from uninstalling or disabling it. Any attempt to disable tamper protection, either by an unauthorized user or malware causes a report/alert to be triggered.
- 27) The proposed solution must support data restoration following cybersecurity incidents, including ransomware attacks, by recovering deleted or encrypted files to their original state on all Windows-based systems. Restoration should be possible through both manual and automated processes, executed exclusively via the management console without the use of scripts or third-party tools. This protection must not be limited to specific ransomware behaviors or known variants.
- 28) The proposed solution must support host-based firewall functionality across Windows, Linux, and macOS, allowing the use of a single, unified firewall rule. Firewall rules should be location-aware, enabling the application of different policies based on whether the device is on or off the corporate network.

**29) Support and Maintenance of contract:**

- i. Comprehensive and BACK-TO-BACK from OEM for a period of Three (3) years. The Service Provider will have to provide a back-to-back licenses warranty certificate.
- ii. Advanced upgradation/patching of software.
- iii. Software/firmware updates and upgrades at no cost to the ICSI.
- iv. L3 support from OEM/ Service Provider Support Team.
- v. On-site support from Service Provider for day-to-day operational issues as and when arises.
- vi. Periodic preventive maintenance/Physical Verification of EDR/XDR End Point Detection and Response Protection software tool, once in quarter.

**3. Penalty Terms & Conditions: -**

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On site comprehensive warranty on **EDR/XDR End Point Detection and Response Protection software tool Licenses** including support services starting from \_\_\_\_\_ till \_\_\_\_\_.

Three (3) years on site comprehensive license warranty/support of EDR/XDR End Point Detection and Response Protection software tool with response time of 2 hours call attending support after lodging the complaint has to be provided and failure to do so will attract penalty of Rs.500/- per hour in case of default after 24 hours. The issue must be resolved within 24 hours of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied. These penalties will be deducted from the Bank Guarantee/Security Deposits/etc. of the vendor.

#### 4. Payment Terms:

The institute's usual payment terms are 30 days for 90% payment upon installation & commissioning of **EDR/XDR End Point Detection and Response Protection software tool Licenses** as detailed above and acceptance of the supplied licenses and the remaining 10% will be paid within thirty days of receipt of the Bank Guarantee of equivalent amount valid for entire warranty period failing which 10% amount will be retained as security deposit for the entire period of warranty. Supplier/Service provider will be fully responsible for onsite comprehensive maintenance/support free of charge during the warranty period and in case of default, the Institute will have the right to arrange maintenance at vendor's risk, cost and responsibility.

#### 5. CONSIDERATION: -

In consideration of services being rendered by the Supplier under this Agreement, ICSI shall pay an amount of Rs. \_\_\_\_\_ Including GST at once during the term of this Agreement against the supply of the **EDR/XDR End Point Detection and Response Protection software tool Licenses** and Warranty service for the period starting from \_\_\_\_\_ till \_\_\_\_\_. After the expiry of the term, the license renewal charges may be decided as per mutual agreement between the parties.

Suppliers shall provide service as mentioned below and in accordance with the specifications set forth in this agreement at ICSI designated locations for all the **EDR/XDR End Point Detection and Response Protection software tool Licenses**.

#### 6. Maintenance Service

Supplier shall provide support services for the **EDR/XDR End Point Detection and Response Protection software tool Licenses** to provide satisfactory Security.

Suppliers should ensure keeping the **EDR/XDR End Point Detection and Response Protection software tool Licenses** system operating for all working hours on all the working days of ICSI. The Supplier's personnel contacts, telephone numbers, and other procedures of fault reports like call escalation processes, data bases with historical information will be made available by the Supplier to the ICSI within 7 (seven) days of the signing of this Agreement.

Suppliers shall do the configuration and implementation of the security policies on Servers and Endpoints as desired by ICSI. Supplier must ensure that all security policies hardening and tuning/configuration done as per license solution.



Supplier will provide the services to ICSI for the period starting from \_\_\_\_\_ till \_\_\_\_\_ for **EDR/XDR End Point Detection and Response Protection software tool Licenses**, updates and patches/firmware for base software and Warranty Three (3) years On-site comprehensive warranty with 24x7x365 remote Software support and dedicated Technical Account manager. Post installation, 3-years product warranty should reflect in the support web site of the OEM. Three (3) Years of Round the clock support bundle with 24x7x365 days TAC support, software updates, firmware and subscription update support. The warranty period will be counted for 3 years after installation, configuration and commissioning of the **EDR/XDR End Point Detection and Response Protection software tool Licenses**.

#### **7. Corrective Maintenance of AV tool:**

In accordance with the terms of this Agreement, Supplier shall perform corrective maintenance. Supplier shall fine tune/configure/update using the procedures of corrective maintenance as per standard practices:

- a. The faults if any reported to Supplier will be checked immediately and resolved initially through telephonically and in case the problem remains unresolved, then technical expert will visit site to resolve and close the problem.
- b. Updating of software on site to be undertaken either through Supplier's service engineers as determined by the Supplier depending on the location. No additional charge will be paid by ICSI on any account.

#### **8. Service Availability**

##### **a. AV software up Time:**

The Supplier shall ensure smooth functioning of AV services in all the nodes installed on 24 x 7 x 365 basis.

#### **9. Infrastructure at ICSI premises.**

ICSI shall provide at its premises a, 230V, Single Phase, 50 Hz, UPS Power supply point, Air-conditioning, Trained Personal to operate the equipment & get trained, Internet Connectivity & other such technical support, for Suppliers end terminal equipment.

#### **10. Preventive Maintenance:**

Supplier has to enable and tune **EDR/XDR End Point Detection and Response Protection software tool Licenses** so that ICSI can get alerts through emails and make system more secure to handle the anonymous attacks.

#### **11. Service Calls**

The Supplier will maintain record for necessary action taken till the closing of the call. Monthly MIS of all such faults to the action taken closing date and time will be provided by the Supplier on monthly basis.

#### **12. Configuration Management**

The Supplier shall be responsible for providing technical support and coordination to maintain updated AV software in all nodes running at ICSI. If required, Supplier will visit ICSI offices.

The supplier will also suggest/guide ICSI on configuration changes and any weaknesses in the Systems configuration along with necessary steps to remove these weaknesses from the system. The Supplier will re-configure the **EDR/XDR End Point Detection and Response Protection software tool** Licenses to remove identified weaknesses with ICSI approval.

### 13. Documentation

The Supplier will provide the following documentation:

- a. Complete AV software configuration (to be submitted after initial installation and whenever changes occur in the system subject to changes done by the Engineer of the Supplier OR OEM only).
- b. Configuration Change Report only for changes done by the Engineer of the Supplier OR OEM.

### 14. TERM

The term of this Agreement shall be for the period starting from \_\_\_\_\_ till \_\_\_\_\_.

### 15. ICSI RESPONSIBILITIES

To facilitate Supplier's provision of Equipment and Services, ICSI agrees to fulfil the following obligations:

- 16. Access:** ICSI shall grant access at all times to Equipment, related sites, office areas and other facilities to Supplier and its authorized representatives, subject to ICSI's reasonable security restrictions. ICSI shall arrange for permission for access to offices of third parties for purposes of carrying out the work to be performed by Supplier under this Agreement.

ICSI shall give access to Supplier or its authorized representative to sources of electrical power, and any other necessary utilities and facilities, including telephone access to Supplier's Network Operations Center or to ICSI's offices which may be required in order for Supplier to provide efficient Service.

- 17. Installation:** ICSI's personnel shall co-operate and support Supplier's representatives, as required, for AV Software installation, problem diagnosis and isolation of faults.

### 18. Additional ICSI Responsibilities:

- a) Provide space for indoors equipment and for routers, modems, spare and test Equipment.
- b) Provide all necessary electricity and UPS systems of required rating for each site.
- c) Furnish all facilities from ICSI EDR/XDR End Point Detection and Response Protection software to be interconnected with the system/Network.

d) Provide access to Supplier personnel during working hours and any subsequent agent to all ICSI Premises.

#### **19. Forfeiture of Security Deposit and Invoking of Bank Guarantee.**

- I. ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Service Provider withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver the satisfactory performance during the period of contract.
- II. ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff / employee / agent / representative.
- III. Whenever under Work Order / Service Level Agreement (SLA) order any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as maybe, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other agreement with ICSI. If this sum is not sufficient to cover the full recoverable amount, the Service Provider shall pay the Institute on demand the remaining amount.

#### **20. Compliances of Law: -**

"A. Service Provider shall carry out the Services in strict compliance with all relevant laws and regulations applicable within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by Service Provider, ICSI or any other concerned party.

B. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services."

#### **21. Payment of Taxes: -**

Service Provider shall be responsible for and shall pay all taxes, duties, excises, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation sales taxes, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider. ICSI may withhold payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of Service Provider.

#### **22. Intellectual Property Rights**

Service Provider shall ensure that it holds all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it while conducting the Services. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with this obligation.



### 23. Indemnity

- a. Service Provider shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the conduct of the Services whether under common law, under statute or otherwise. The Service Provider further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under this agreement and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.
- b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.
- c. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

### 24. Defect Liability Period

The defect liability period is one year from the date of supply of items. During this defect liability period if any defects found /pointed out in material installed /workmanship/services, the work is to be rectified/the material to be replaced free of cost by the Successful bidder and its Channel Partner. In case of delay in attending the defects pointed out within 7 days from the date of intimation, the work will be carried out by the Institute/ ICSI at the risk and cost of the Contractor and its channel partner. The total financial implication for rectification of the defective work will be recovered from the security deposit.

### 25. FORCE MAJEURE

- i. The vendor and ICSI shall not be liable for any failure to perform, any of its obligations under this to tender and Purchase order if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
  - War / hostilities
  - Riot or civil commotion
  - Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
  - Restrictions imposed by the Government or other statutory bodies, which are beyond the successful bidder control or by the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- ii. If a Force Majeure situation arises, the vendor is required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the vendor will continue to fulfil its obligations under this order as it is reasonably practical and shall seek all reasonable alternative means for performances of this order.

## 26. Confidentiality of Information

- a. The vendor acknowledges that all material and information which has and will come into its possession or knowledge in connection with this bidding process or the performance of the work order thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the vendor, the ICSI shall be indemnified. The vendor agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The vendor will treat all data and information about the ICSI /Contract as confidential, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- b. Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.
- c. Service provider shall sign Non-Disclosure Agreement with the ICSI for confidentiality of the data and information/records of the ICSI.

## 27. Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under this Agreement shall be genuine and registered software and not a pirated version of any nature.

## 28. TERMINATION

The ICSI without prejudice to its right to price adjustment by way of discount or any other right or remedy available to ICSI, ICSI may terminate the Contract or any part thereof by a Written notice to the vendor if:

- i. The vendor fails to comply with any material terms of the work order.
- ii. The vendor fails to deliver the material(s) or any part thereof within the stipulated Delivery Period and or to replace/rectify any rejected or defective material(s) promptly.
- iii. The vendor becomes bankrupt or goes into liquidation.
- iv. The vendor has misrepresented ICSI acting on which misrepresentation ICSI has placed the Purchase order on the vendor. The ICSI, without prejudice to any other remedy, reserves the right to terminate the agreement as a whole or in part by giving One (1) month notice in writing.
- v. Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other bidder for carrying out the remaining work and the expenditure incurred on same shall be recovered from

the Service Provider.

- vi. Either party may terminate this Agreement by giving a Three (3) months' notice in writing to the other party for termination of agreement.
- vii. The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving Three (3) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than Three (3) penalties on the Service Provider in any month.
- viii. The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any money or balances, which may be in their hands owing to a dispute between itself and the Service Provider.

## 29. Right to Blacklisting

ICSI reserves the right to blacklist a party / bidder for a suitable period under the following circumstances:

- i. Giving false, misleading or fake information / document in the bid;
- ii. Withdrawing the bid after opening of the Financial bids;
- iii. Refusal to accept Purchase / Work Order at the quoted prices;
- iv. Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- v. Adoption of any unethical or illegal practices;
- vi. Any indiscipline behavior or hooliganism by the bidder or any of its employee(s) any other justified reason.

EMD of black-listed Bidder shall be forfeited after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding.

## 30. Governing Law

The Agreement shall be interpreted in accordance with and governed by the laws of India.

## 31. Dispute Resolution: -

Any dispute, difference, controversy or claim ("Dispute") arising between the vendor and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the bidding, work order/agreement/contract, or the breach, termination, effect, validity, interpretation or application of this Tender/bid/ work order/agreement/contract or as to their rights, duties or liabilities hereunder, shall be



addressed for mutual resolution by the authorized official of the parties. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Sole Arbitrator appointed by mutual consent of the parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

The parties are not entitled to approach any court of law without resorting to an arbitration approach.

### **32. Independent Contract & Relationship between the Parties**

The relationship of Service Provider to ICSI under this Agreement shall be that of an independent contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

That it is expressly understood & agreed between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this agreement, shall not be employee / officer of the ICSI for any purpose. None of such person of the Service Provider shall have any right to claim anything against ICSI.

### **33. Non-Exclusive Agreement**

The agreement between the ICSI and Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other service provider during currency or the extended currency of this Agreement.

### **34. Complete / Entire Agreement:**

This Agreement, its Attachments, if any, and the documents specifically referred herein constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

### **35. Representations and Warranties**

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

### **36. Non Waiver:**

Failure to exercise by either party of any right under this Agreement in one or more instances shall not

constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

### **37. Severability**

If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

### **38. Assignment & Sub-Letting**

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

### **39. Notices & Notifications:**

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

### **40. Alteration and Modification**

Any alteration or modification or waiver in connection with this agreement will not be effective unless made in writing and signed by both the parties.

### **41. Headings:**

The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

### **42. Precedence:**

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- (1) This Agreement
- (2) The Attachments (if any)
- (3) The Purchase / Work Order
- (4) The Offer / RFP / Tender

### **43. Jurisdiction of Courts:**

All disputes arising out of or relating to the Agreement shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.

#### 44. Project Contacts:

ICSI designates Directorate of Information Technology and Supplier designates Shri. \_\_\_\_\_ as the responsible person representing them for the Installation and Services Start-up Program. These persons shall represent the respective Parties in all aspects of the provision of Services.

#### 45. ARBITRATION

All disputes arising out of at any time, in connection with construction, meaning operation, effect, interpretation or out of contract or breach thereof this contract are subject to the jurisdiction of Courts in Delhi. In all matters relating to the contract or disputes arising out of this contract shall be referred to the Sole Arbitrator appointed by mutual consent of the parties. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof as in force and the decision of the Arbitrator shall be final and binding on the parties.

#### 46. Other Terms & References:

The authority to take final decision on any issue, which is not resolved between the Project Managers, shall be the Steering Committee.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and month and year first written above.**

FOR M/s \_\_\_\_\_,

FOR Institute of Company Secretaries of India

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

In presence of

In presence of

- 1.
- 2.

- 1.
- 2.

84

*Yash: 10/11/17*

*Q*

*17*



**Format- Performance Bank Guarantee from a Nationalized Bank FOR PERFORMANCE  
GUARANTEE**

Ref. No.

Bank Guarantee No

Dated

To,  
The Secretary  
Institute of Company Secretaries of India  
ICSI House, C-36, Sector-62, Noida, UP-201309

1. Against contract *vide* Advance Acceptance of the Tender covering "TENDER for \_\_\_\_\_" (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and \_\_\_\_\_ (hereinafter called the Vendor) this is to certify that at the request of the Vendor we Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs \_\_\_\_\_/- (Rs \_\_\_\_\_ only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Vendor i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.
6. We \_\_\_\_\_ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

WITNESS NO. 1

\_\_\_\_\_  
(Signature) Full  
designation and  
Address (in legible letters)

Authorized Bank Representative

\_\_\_\_\_  
(Signature) Full name and official Full name,  
address (in  
legible letters)  
with Bank  
stamp

WITNESS NO. 2

\_\_\_\_\_  
power of (Signature)  
No.....  
Full name and official  
Address (in legible letters)

Attorney as per  
Attorney

Dated.....

THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
530 SOUTH EAST ASIAN AVENUE  
CHICAGO, ILLINOIS 60607  
TEL: 773-936-5000  
FAX: 773-936-5001  
WWW: WWW.CHEM.UCHICAGO.EDU  
E-MAIL: CHEM@UCHICAGO.EDU

RECEIVED  
JAN 10 1997  
FROM: [illegible]  
SUBJECT: [illegible]